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2017

RV 981211

LICENSE AGREEMENT

SUB: Renewal of license agreement for space allotted at LGBI Airport, Guwahabi.APR 2017

प्रधान मुद्रांक कार्यालय, मुंबई प.म.वि.क. ८००००९

सक्षम अधिकारी

THIS AGREEMENT made this 19th day of 19ay of 2017 Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act (Act. No. 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 03 and offices at all the Airports in India represented by Airport Director, AAI, LGBI Airport, Guwahati hereinafter called the 'Authority' (which terms shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part,

and

Go Airlines (India) Limited a company incorporated under the Companies Act 1956, having its registered office at C/o Britannia Industries Limited, A-33, Lawrence Road Industrial Area, New Delhi- 110 035 and corporate office at C-1 Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai- 400 025, represented by Mr. Wolfgang Prock-Schauer (CEO) of the other part, hereinafter called the 'Licensee' (which term shall unless excluded by or is repugnant to the context, be deemed to include pits heirs, representative, successors and assigns of the Licensee).

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विमानएतन निदेशक Airport Director था. वि. प्रा, सी. भी. च. अ. हवाई AAI, LGBI AIRPORT morr-781015 /Convalia

WHEREAS the Authority is the owner of the building more fully described in the schedule hereunder and hereinafter referred to as the premises and whereas the Licensee is desirous of using the same for the purpose of carrying out its Airline operations.

WHEREAS the Authority has agreed to grant license to the Licensee for the said purpose on terms & conditions mutually agreed upon as hereunder:

NOW, THEREFORE, this indenture witnesseth:

- 1. That this license is renewed from 01st April 2017 and shall be valid upto 31st March 2020 i.e. for the period of 03 (three years) years. The license period may be further extended as mutually agreed between the parties.
- 2. The license can be terminated by either side by giving 60days notice in writing.
- 3. The authority can also terminate the License on a short notice on account of unsatisfactory performance.

Obligations relating to Transfer: ii)

The Authority agrees that during the Concession Term, in the even the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that

- a) Authority shall cause to transfer/ novate this Agreement, in favour of such third party, on the principle that such transfer/ novation would release Authority of all liabilities and obligations arising from and after the date of transfer/ novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/ novation; and
- b) the rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.
- 4. That the licensee shall pay license fee of Rs. 1010/- for A/C Area, Rs. 680/- for non-A/C area per sqr.mtr. per month and Rs. 1,635/- for Ramp eqpt. area per sqr.mtr. per annum for the allotted area of 233.09 sqr.mtr. i.e Rs. Rs.54,335/-(Rupees Fifty four Thousand Three Hundred and Thirty five Only) per month in advance on or before 10th day of each month. The license fee is subject to revision at the discretion of the Authority from time to time and such increase of license fee shall be payable by the licensee without any protest or dispute.
 - 5. The licensee shall deposit an amount Rs.3,26,010/- (Rupees Three Lacs Twenty Six Thousand and Ten Only) equal to six (6) months based on the last year license fee as Security Deposit in the form of Demand Draft/Pay Order from a Nationalized/Schedule Bank in favour of Airports Authority of India. In the event of outstanding dues exceeds one month, the Authority may

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without prejudice to other rights and remedies be entitled to charge penal interest @12% per annum on delayed payment for the first month and thereafter @18% per annum from maximum for two months thereafter. During this period, the licensee shall be issued notice for clearance of outstanding dues. If the licensee fails to clear the dues within the said period of two (2) months, the contract shall be terminated and the dues along with penal interest shall be adjusted from the Security Deposit, without grant of any extension whatsoever.

- 6. That the Licensee shall deposit by Pay order/Demand Draft for Rs.65,202/-(Sixty Five Thousand Two Hundred and Two Only) as security deposit towards Electricity charges 10% of Rs. 6,52,020/-
- 7. The licensee shall also pay Utility/Facilitation Charges @10% on space licence fee which is subject to revision from time to time at the discretion of AAI.
- 8. That the Licensee shall pay all rates, assessments, out goings and other taxes including service tax whatsoever in respect of the said premises.
- 9. That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 12% per annum be payable on all delayed payments without prejudice to the Authority's other rights and remedies.
- 10. That in addition to the above said license fee, Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for this purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.
- 11. The Licensee shall maintain at his own cost all the electric and water fittings and installations and such other electric and other equipments including Fire Alarm System as may be provided by the Authority in the said premises or as may hereafter be provided by the said Authority in the said premises.
- 12. The licensee shall not use the premises for any purpose other than that for which the license has been granted.
- 13. The Licensee shall not erect, display or use any high powered electric light or any electric sky signs or other electric lights or installations for purposes of advertisement or any other type of advertisement or signboards upon the said premises without the previous permission in writing the Authority.

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- 14. That the Authority reserves to itself the right to change the location of the premises at any time and may at its discretion, call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
- 15. The licensee shall use the premises for the bonafied purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all staff, passengers and bonafied visitors to the Airport and Officers of the Authority and the staff of various organizations using the Airport and for no other purpose.
- 16. The Licensee shall provide such person or persons for watch and ward duty in the premises as he may be directed by the authority for the security and safety of the premises.
- 17. The Licensee shall also provide firefighting equipment and appliances and maintain the same continuously in a fit and proper condition. The authority is entitled to direct and specify the number, quality and specifications of the said firefighting equipment and appliances.
- 18. The premises are and shall be deemed to be public premises as defined in the public Premises (Eviction of Unauthorized occupants) Act. now in force and the said Act or any other Act touching the subject that may hereafter come into force and the rules framed there under.
- 19. All the times during the currency of the license agreement, it shall be the responsibility of the license to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

20. Exit Clause in this contract shall be as follows:

- a) Normal termination:- The contract will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted. The liability of the party will continue to be payable along with the delayed interest (at the rate mentioned in the contract) till the same is settled. The contractor cannot claim the dues to be time barred or ultra vires even if after the contract is deemed to have terminated by operation of this clause.
- b) Termination for cause:- if the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be

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विधानयत्त्व निवेशक Airport Director भा. वि. प्रा. को. जो. ज. अ. हवाईअइडा AAI, LGEN AIRPORT deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the contract will terminate after the expiry of the notice period. If such termination happens to fall within 50% of the contract period then the party is liable to pay AAI the value of license fee equal to the amount of current license fee for the six months as demurrage charges. The agreement should also provide for invocation of arbitration clause only after the internal dispute mechanism has been exhausted. However, the notice for termination will deem to have commenced irrespective of the arbitration proceedings.

c) Termination for convenience:- Either party, AAI on one part and the contractor on the other part can serve the notice for termination by giving the requisite notice period. The notice given by the party should be approved by the acceptance Authority. However the date on which notice was received at AAI will be the commencement of the notice period and administrative time required for the approval will not be added. If the party has served the notice, then the party is liable to pay demurrage charges. The demurrage charges will be equal to the amount of six (6) months current license fee if the termination occurs before the 50% period of the original contract. The period of six (6) months will be reduced to four (4) months if the contract period served exceeds the 50% period but is less than 75%. If the period served exceeds 75% and the period remaining is more than the required notice period for normal termination the demurrage will be equivalent to three (3) months license fee.

d)If any provision of law or legislation of India makes it mandatory to stop / prohibits the continuation of any contract at any particular location or otherwise then it will deemed to be closed from the date of such enactment. No compensation is payable by AAI.

Exponential penalty on licensees @ double the license fee per month in the form of damage charge can be imposed on licensees unauthorizedly occupying the premises after expiry of contract period.

- 21. The terms and conditions mentioned in Annexure-I to this license shall be deemed to be part and parcel of this agreement and the licensee and the authority shall be bound by same.
- 22. Any modification /construction plans, at the allotted space, shall be taken up, only after the approval of Airport Director.

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SIGNED BY	BRITALONG	AIRPO	ORT DIRECTOR,	AIRPORTS
AUTHORITY OF	INDIA, L'GBI AIRPORT	Γ, GUWAHATI I	FOR AND ON BI	EHALF OF
THE AAI IN THE	PRESENCE OF:. च. ख. इव	१ ईअड्ड		
WITNESS:	AAI, LGBI AIRPOR			
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2.	OS A	(a)		
SIGNED BY MR.	WOLFGANG PROCK-	SCHAUER FOR	AND ON BEHA	LF OF GO
AIRLINES (INDIA	A) LIMITED IN THE PR	ESENCE OF		
WITNESS: 1. DEBAJIT	Dav Rog - OM			
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SCHEDULE OF PREMISES

Sl. No.	Purpose	Space measuring	Location	Rate per SQM, per month 1-April-2017 to 31-March-2018	Rate per SQM, per month 1-April- 2018 to 31- March-2019	Rate per SQM, per month 1-April-2019 to 31-March-2020
1.	Ticketing counter A/c.	13.89 Sq.mtrs.	Departure Terminal (CC Area)	Rs. 1010/-	Rs. 1110/-	Rs. 1220/-
2.	Engineering Room (Non A/c)	19.20 Sq.mtrs.	Airside (BBA Area)	Rs. 680/-	Rs. 750/-	Rs. 825/-
3.	Ramp Space	200 Sq. mtrs.	Operational Area	Rs. 1635/- (per annum)	1 *	cular to be sent Further period



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GENERAL TERMS & CONDITIONS

The Authority hereby covenants with the Licensee as follows:-

- 1. The Licensee, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport ground subject to such rules and regulations as may be imposed by the lawful authorities of the airport ground.
- 2. The Licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption from or by the Authority or any person claiming under the Authority.
- 3. Any notice required to be served on the Licensee under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the Authority under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the Authority who should invariably acknowledge the notice.
 - a) The period of notice given under this Agreement will count from the date of receipt of notice by either side.
- 4. Subject as herein before otherwise provided, all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority, may be given or taken on behalf of the Authority by the Airport Director of the Airport or by any other officer for the time being authorized by or entrusted with the functions, duties and powers of the said Airport Director, in respect of the Airport under his charge.
- 5. (a) The Licensee shall not, unless with the written consent of the Authority create a sub-contract of any description with regard to this licence or any part thereof, nor shall be without such written consent as aforesaid, assign or transfer his licence or any part thereof.
 - (b) The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever.

6. The Licensee his agents and servants shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of Government and or local body or administration in force from time to time and to the business which the Licensee is allowed to carry on under this Agreement and to the area in which the said premises are located.

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- 7. (a) The Licensee shall Indemnify the Authority from/ against any claims made or damages suffered by the Authority by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.
 - (b) The Authority shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.
- 8. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations with the works of inspections and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably clean condition by the Licensee, Airport Director shall have powers to get the premises cleaned at the risk & cost of the Licensee and recover liquidated damages at the rate of Rs.500/-per day for each default upto 7 days and thereafter Rs.1000/- per day and can take other actions including termination of the license.
- 9. The Licensee shall comply with the requirements of all standard health clauses including those given below:-
- a) The Airport Health Officer/ Medical Officer of AAI or persons authorized by them may without notice, enter the premises any time and inspect the premises, materials, instruments and implements etc. used by the Licensee.
- b) All the instructions given by the Airport Health Officer/Medical Health Officer of AAI or any persons authorized by them in the maintenance of public health of the Airport including sanitation control prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by them and his agent and servants.
- c) The Licensee shall notify to the Airport Health Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Health officer may medically inspect the said person or any person who is suspected to have been in contact with the person and take any precautionary and preventive measures considered necessary.
- d) The Licensee his agents and servants shall not without consent of the Airport Health Officer, interfere with injure, destroy or render useless any work executed or any materials or things placed in, under or upon any land or building by or under the order of the Airport Health Officer with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- e) The Licensee, his agents and servants shall not abuse the water sources, and drainage facilities in the airport area so as to create a nuisance or in sanitary situation prejudicial to public health.

f) In the event of any default, failure, negligence or breach in the opinion of the Authority, on the part of the licensee in complying with either of these conditions specified in the foregoing

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विशासित्तम निवेशक Airport Director भा. वि. प्रा, जो. औ. ध. अ. हवाईआइड्ड AAI, LGB! AIRPORT

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sub-clause (a) to (e), the Authority will be entitled and be at liberty to determine the Licensee forthwith and resume a possession of the premises without payment of any compensation or damages and forfeit in full or in part the amount deposited by the Licensee for due performance of the Agreement.

- 10 a) The Licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this Agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the authority and shall confirm to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the Character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
- b) The licensee shall comply with Bureau of Civil Aviation Security (BCAS) rules and regulations. They also submit quality control programme, security programme and obtain security clearance from BCAS as applicable.
- 11. (a)The Licensee would be required to install adequate number (as may be decided by Fire Officer/any authorized officer of AAI depending upon the area of the premise) of minimum a 2.5 kg. CO2 fire extinguisher in the licensed premises at his cost before commencement of business.
- (b)No wooden partition/ inflammable materials shall be permitted in the licensed premises. The material to be used for partition/fabrication of the shop/ office premises shall be as per the specification given by AAI and to be got approved by AAI in advance.
- (c)License shall not use a naked light or cause or permit any such light to be used in the licensed premises.
- 12. The Licensee shall not damage the premises for any part of the Airport premises and in the event of any damage being caused to the same intentionally or otherwise, by the Licensee, or his employees or invitees or customers, the Authority shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to replacement and call upon the Licensee to reimburse cost thereof which the Licensee undertakes to pay forthwith on demand.
- 13. The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the premises or keep goods of combustible or inflammable nature unless required for executing the license.

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- 14. (a) The Licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee and for heating of food etc. unless specifically provided under the Agreement to perform contractual obligations.
- (b) The Licensee hereby agrees to provide necessary training to the employees posted in the licensed premises for handling fire extinguisher as provided in the terminal/licensed premises.

The Licensee will, during the continuance of this licence insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by the authority all policies in respect thereof and the receipts from time to time for current premium.

- 15.In the case of such breach of the terms of this licence as minor offenses and complaints coming to its notice for which in the opinion of the Authority this Agreement need not be terminated, the Authority may at its discretion recover compensation from the Licensee upto the limit of the security deposit of the Licensee. The decision of the Authority in this respect will be final and binding on the Licensee.
- 16. The Licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- 17. It shall be obligatory for the Licensee to keep in stock and in case they are intended for distribution, distribute the same and display, literature, produced and released by the publication Division of Government of India and /or Tourism Department of the Central Government or of the state Government within whose jurisdiction the Airport is situated on such terms & conditions as may be fixed by the said Publications Division or said Tourist Department.
- 18. The Licensee shall not stock, sell, display, exhibit for sale any books, magazines, newspapers or periodicals, statues, idols or other articles which are repugnant to morals or indecent and immoral, improper or otherwise objectionable in character, it being expressly agreed that the decision of the Authority shall be conclusive in this behalf and absolutely binding on the Licensee and shall not be subject to any dispute or review. Apart from any other legal/disciplinary action, the Licensee shall immediately remove such book, journal or articles from premises, if as decided by the Authority it is objectionable in any manner to keep, exhibit or sell the same.
- 19. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection fortnightly by the Airport Director of the Authority.

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वियानपत्तन निर्देशक Airport Director था. वि. प्रा, सी. गो. य. अ. हवाईअस्डा AAI, LGBI AIRPORT

- 20. If because of any strike or lock-out either in the Airport or in any airline, the Licensee is unable to function or his business is affected, the Authority shall not be liable for any loss which the Licensee may suffer in such an event However, rebate in the license fee due to ban on visitors entry at the airport and due to natural calamities and due to declaration of the closure of the airline operation/total airport operation shall be granted as per the merit of the case and policy laid down by AAI from time to time.
- 21. In the event of the licensee being prohibited from selling one or more articles in the premises because of Government Laws/Rules/Regulations/Orders, the Authority shall not be liable for any loss suffered by the licensee in such an event the licensee shall not be entitled to any reduction in the fees payable to the Authority or permission for sale of additional items.
- 22. The Licensee shall deposit duplicate keys of the premises with the Authority whenever the Airport Director demands and permit the Authority to make use of the keys during the emergency. The Licensee shall not remove or replace the lock on the outer door or change the locking device on the said outer door of the shop.
- 23. The Authority do not recognize any Association of the traders and in case any negotiation/ bargain necessary with regard to the clarification of the terms & Conditions of the Licence or modification thereof such negotiations should be sought by the Licensee alone and no collective representation/ bargaining will be entertained.
- 24. On expiry of the license period or on termination of the licence by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the premises in good condition and in peaceful manner alongwith furniture, fittings, equipments and installations, if any provided by the Authority. Further, Licensee shall remove his/their goods and other materials from the premises immediately, failing which Authority reserve its right to remove such goods/materials at the cost & risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose off the goods/ materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
- 25. The Licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space/ Building (s)/ land/garden/tank/premises to or in favor of the licensee but shall be construed to be only as licence in terms & Conditions herein contained.

26. The Authority, its servants and agents shall at all times have the absolute right of entry into the said premises.

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- 27. The joint measurement of the area/facility shall be conducted by AAI and the party within 15 days from the award letter. The joint measurement should form part of the agreement. If the party fails to depute any authorized representative for the measurement within 15 days then AAI representative may conduct the measurement and inform the party that the same will be forming part of agreement and will be binding.
- 28. The provision of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and the rules framed there under which are now in force or which may hereafter come into force shall be applicable for all matters provided in the said Act.
- 29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public premises (Eviction of Unauthorized Occupants) act and the rules framed there under which are now enforce or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee(DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to sole arbitration of a person to be appointed by the Chairman/ Member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative.

It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the Appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account. The Licensee is under contractual obligation to pay the full license fee/dues and comply with all the covenants of the agreement even if the licensee has invoked the clause for appointment of Arbitrator. The provision of the Arbitration Act does not permit/allow the Licensee to withhold the payment of AAI in part or full during the arbitral proceedings at any stage. The Licensee is required to pay the full amount of license fee/dues regularly as per the award/agreement and perform all the covenants of the agreement even they have requested for appointment of Arbitrator and /or during the course of arbitral proceedings.

30. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/district where the airport is located.

(SIGNATURE OF LICENSEE)

विमान्त्रताम निर्देशक Airport Director त. ति. प्रा, तो. गो. य. अ. हवाईअइड AAI, LGBI AIRPORT