



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

क्र.: भाविप्रा/खजु./वा./ई.वी.चार्जिंग/2024-25/795/335

दिनांक: 22.08.2024

प्रति,

M/s Adani TotalEnergies E-Mobility Limited,
Adani Corporate House, Near Vaishnodevi Circle,
SG Highway, Ahmedabad - 382421
Email: keerthi.anand@adani.com

Subject: Award of License for Supply, Installation, Testing, Commissioning, Operations and Maintenance of Electric Vehicles (EV) Charging Station at Khajuraho Airport, Khajuraho (M.P.)

Sir,

In response to your offer in the e-tender (Tender ID: 2024_AAI_195997_1), we are pleased to inform that the Competent Authority has decided to award the subject license to you on the following terms and conditions:-

1. You shall operate the subject license at Khajuraho Airport, Khajuraho whose location/area is as follows:
 - a) Area - 25 sqm.(05 Sqm. for EV Charging Infrastructure + 20 Sqm. Manoeuvring Area).
 - b) Location - In front of Parking Exit Road.
 - c) **NUMBER OF CHARGING PORTS:** - Minimum number of Charging Ports: **01 no.**

However, the said may increase in case of increase in business potential and demand for subject facility in future on proportionate increase in license fees (applicable land charges) at the discretion of AAI.

2. The period of License shall be **Ten (10) Years.**
3. **Business Incubation Period:** **Fifteen (15) days** from the date of issuance of this award letter. During this period, you will be under obligation to complete all formalities of award (Submission of Acceptance, Security Deposit, Advance License Fee, Execution of Agreement and handing / taking over the site etc.) and meet other obligations as will be specified in this award letter within prescribed timelines.
4. **Gestation period:** The permissible gestation period is **Ninety (90) days**, reckoned from the date of Handing over of site or commencement of business from the allotted location whichever is earlier.
5. **Handing over of site:** Site will be handed over to the you only upon fulfillment of conditions of this award within the stipulated time of business incubation period (refer SL no 03 above).

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कार्यालय— निदेशक विमानपत्तन, नागर विमानक्षेत्र, खजुराहो, छतरपुर (मध्य प्रदेश) - 471606

दूरभाष - (07686) 272805, 274767, 274041, फैक्स-272810, 274765

Office of the Airport Director, Civil Aerodrome, Khajuraho, Chhatarpur, (MP)-471606

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"हिन्दी पत्रों का स्वागत है"
"पर्यावरण को रक्षा, धरती को सुरक्षा"

However, if the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the **gestation period** will be deemed to have commenced on **16th day of issuance of LOIA** i.e. immediately after expiry of business incubation period. However, actual handing over of site shall only be done after completion of all conditions of award which shall not be later than **thirty (30) days** from the date of issuance of LOIA.

6. The license period shall be valid from the date of expiry of **90 (Ninety) days** gestation period reckoned from the date of handing over of site (to be done within **15 days** business incubation period) or commencement of business, whichever is earlier.
7. License fees shall be the **Quoted % of monthly revenue share (i.e. 5.06%) on the actual invoices* + Applicable paved land rent of allotted area for EV charging infrastructure i.e. 05 sqm excluding service area (Area required for charging EV, i.e, Equivalent Car Space (ECS) and maneuvering thereof).**

(*Actual invoices means the invoices including or excluding GST as per applicable government policy).

Accordingly, you shall pay the land license fees as under: -

Particular	Applicable Rates	Land Rent per annum	GST @18%	Total license fees i/c GST per annum
Land L.F. of allotted area for EV Charging infrastructure i.e. 05 sqm.	Rs. 2,220/- per sqm per annum for F.Y. 2024-25	Rs. 11,100/-	Rs. 1,998/-	Rs. 13,098/-
	Rs. 2,560/- per sqm per annum for F.Y. 2025-28	Rs. 12,800/-	Rs. 2,304/-	Rs. 15,104/-
Land L.F. after F.Y. 2028.	Currently, the land rentals as stated above are fixed till F.Y. 2028 only. Thereafter, the land rentals are subject to amendments and escalation, as may be decided by AAI from time to time and the same shall be liable to be paid by the Licensee			

8. All Govt. Taxes including GST (presently @18%) shall be applicable at the rates declared by Govt. of India / State Govt. / Union territory from time to time.
9. **Annual Escalation:** - - The Annual escalation shall be as per tender (NIET) conditions.



10. Authority shall raise all bills (including MMG/MAG and any other bills except annual land lease bills) for the current month on 1st day of month in advance except true-up and reimbursement of expenditure bills like electricity, water etc. The invoices for reimbursement of expenditure like electricity, water charges etc. For the completed month shall be raised on 5th of succeeding month. Wherever the billing is dependent on passenger data/ any other data and provisional billing is already done every month on 1st in advance, the invoices for true-up data shall be raised by 10th of succeeding month on the basis of pax data or actual data submitted by the concessionaire/agency.

A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest@12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoice after due date but within 90 days (date of invoice plus 90 days) and @18% per annum from the due date till the actual date of payment received in Authority's account in the case of concessionaire/ agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoice as applicable shall be charged.

11. **SECURITY DEPOSIT**: As per AAI policy, security deposit (SD) has to be paid as follows: -

- a. **SD for EV Charging Infrastructure**: As per AAI policy, Security Deposit (SD) of Rs. 50,000/- per EV Charging Machine is to be deposited.

Accordingly, you shall deposit a sum of **Rs. 50,000/- (Rupees Fifty Thousand only)** for one (01) no. of EV charging Machine.

However, Security deposit amount shall be reviewed by AAI before the end of third year as per the Market growth. Accordingly, the licensee would submit the enhanced Security Deposit (if increased).

- b. **SD for Land license fees**: As per AAI policy, Security Deposit (SD) of value equal to 12(Twelve) months of license/lease fees shall be required to be maintained/deposited by the agency, amounting to **Rs. 15,104/- (Rupees Fifteen Thousand One Hundred Four only)**, considering the applicable land rent rate available till FY 2028.

However, Security deposit amount shall be reviewed by AAI before the end of third year as per the Market growth. Accordingly, the licensee would submit the enhanced Security Deposit (if increased) in accordance to the review in applicable land rents after FY 2028 as per AAI policy.

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- c. **SD for Electricity Charges:** As per AAI policy, the Security Deposit (SD) towards electricity charges equivalent to 5% of annual license value i.e. Rs. 755/- but minimum SD required Rs. 10,000/- . So, you shall pay Rs. 10,000/- towards SD for electricity charges.
12. The security deposit may be submitted in the form of Bank Guarantee /RTGS / NEFT. The Bank Guarantee (BG) issued only from any Nationalized / Scheduled Commercial Banks (as per Reserve Bank of India guidelines) in the format **as per Annexure-K of NIET**. The entire security deposit amount is to be deposited within **15 days** from the date of issuance of this award letter.
13. It may be noted that: -
- a) Bank Guarantee(s) should be valid for the entire period of license **plus 06** (six) months.
 - b) Bank Guarantee(s) from Co-operative banks even scheduled, shall not be accepted.
 - c) No interest shall be payable on security deposit by AAI.
 - d) The format of Bank guarantee and Letter of Understanding from the Depositor to Bank are available in the tender document at page Nos. **59 to 63**.
14. You are requested to make all the payments by way of online through NEFT / RTGS to AAI Bank.
- Further, the payment of monthly invoices may be also made through VAN module as per details mentioned on the invoices.
15. During the currency of the license, it shall be your sole responsibility to equip yourself with all necessary permits, licenses & clearances from all the concerned authorities / agencies which are required to operate the subject license. Further, you must ensure and adhere to all the rules & regulations as issued by Central Govt. / State Govt. (Govt. of Madhya Pradesh) from time to time for subject license.
16. You shall not erect or display any advertisements or signboards except after obtaining the prior approval in writing of the Authority.
17. 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 an alternative premise 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 the licensee and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.



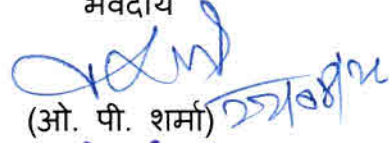
18. It would be the responsibility of the licensee to obtain all necessary security clearances from BCAS/any other regulatory agency as required within the gestation period itself. Any claim for additional gestation period or rebate on account of delay in obtaining security clearances by you shall not be entertained by AAI at any stage.
19. Submission of required documents to BCAS for security clearance, (if applicable) within ten (10) days from the date of issuance of the award letter / LOIA.
20. Compliance of prevailing Security norms etc. from time to time shall be ensured by you. For any information / clarification pertaining to prevailing Security norms and compliance thereof etc., you are requested to please contact Security Directorate, AAI, Khajuraho and Bureau of Civil Aviation Security (BCAS), Office Bhopal.
21. You have to ensure the Police verification / antecedents' verification of your employees (as per guidelines of BCAS) before applying for Airport Entry Passes (AEPs). The Charges applicable for issuance of Airport Entry Passes (AEPs) of your employees shall be borne by you.
22. You shall have to enter into an Agreement on Non-Judicial stamp paper of Rs. 500/- **within 15 (fifteen) days** from the date of issuance of award letter / LOIA. The cost of Non-Judicial stamp paper & other papers shall be borne by you.
23. You must necessarily operate the contract minimum for 50% of the contract period, failing which you may be debarred from participating in any tenders of AAI, for a minimum period of one year and demurrage charges will also be payable as per terms of the agreement.
24. You shall intimate the names of the persons employed by you or going to employ, who are near relatives (wife, husband and dependent parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws) of AAI employees or are ex-employees of AAI who have separated from AAI in the past 02 (two) years.
25. You shall be required to strictly follow the special terms and conditions (Appendix-2 of Annexure-A of tender document) for efficient Management of subject license.
26. Other terms and conditions shall be as per the e-tender documents for the subject facility.



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27. This letter of intent / award shall form a part and parcel of the license agreement to be executed.
28. You are required to convey the acceptance of award **within seven (07) days** from the date of this award letter along with the duly signed duplicate copy of this award letter.

भवदीय



(ओ. पी. शर्मा)

प्रभारी (व्यापिक्य)

In Charge (Commercial)

कृते निदेशक विमानपत्तन

For Airport Director

नागर विमानक्षेत्र खजुराहो (म.प्र.)

Civil Aerodrome Khajuraho (M.P.)