सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL81705423383059X
Certificate Issued Date	:	27-Oct-2025 04:49 PM
Account Reference	:	IMPACC (IV)/ dl952003/ DELHI/ DL-ESD
Unique Doc. Reference	:	SUBIN-DLDL95200391890510772699X
Purchased by	:	SWISSPORT INTERNATIONAL AG
Description of Document	:	Article 5 General Agreement
Property Description	:	JOINT BIDDING AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SWISSPORT INTERNATIONAL AG
Second Party	:	OTHERS
Stamp Duty Paid By	:	SWISSPORT INTERNATIONAL AG
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This stamp paper is integral part of Joint Bidding Agreement executed by Warwick Brady and Ilse De Loof, Authorised Signatories for Swissport International AG and Himanshu Chhabra, CFO and Whole Time Director of Skyways Air Services Ltd

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

APPENDIX V

JOINT BIDDING AGREEMENT

(Refer Clause 2.3.4.1 (g) of Tender Document)
(on non-judicial stamp paper of Rs.100/- and duly notarized in case of Consortium)

THIS JOINT BIDDING AGREEMENT ("**Agreement**") is entered into on this 11th day of November 2025

AMONGST

Skyways Air Services Ltd a company incorporated under the Indian Companies Act 2013 and having its registered office at RZ 128 & 129 A, Mahipalpur Extension, NH-8, New Delhi-110 037 (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

Swissport International AG, a company incorporated under the Zurich Canton and having its registered office at Flughofstrasse 54, 8152 Opfikon, Zurich, Switzerland (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

AAI Cargo Logistics and Allied Services Company Limited (hereinafter referred to as the "**AAICLAS**") which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) has invited bids (the "**Bids**") by its Request for Proposal No. 2025_AAICL_248941_1 dated 15th September 2025 (the "**Tender Document**") for the Project at the Kolkata Airport;

The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the Tender Document and other Bidding Documents in respect of the Project; and

It is a necessary condition under the Tender Document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

1.1 In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "**Licensee**") under the Companies Act, 2013 for entering into an Agreement with AAICLAS for performing all its obligations as the Licensee in terms of the Agreement for the Project.

4. Role of the Parties

4.1 The Parties hereby undertake that Party of the First Party shall be the Lead Member and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process when all the obligations of the Consortium shall become effective. The obligations of each Member with respect to the Project are set out below:

- Swissport and Skyways agree to establish Skyways as the Lead Party of the Consortium, responsible for representing the Consortium before AAICLAS and fulfilling all financial Capacity requirements. Swissport will fulfill the technical capacity. Both parties will jointly bid for the Kolkata Cargo Terminal Project, with clearly defined responsibilities for each phase of the project.

- Skyways will lead the design and construction phase, including coordination with lending institutions, selection of technical consultants and certified site engineers, and preparation of all documentation related to the cargo terminal infrastructure. Skyways will also oversee the procurement of material handling equipment (MHE) and the installation of automated racking and conveyor systems using the latest technology.

- Swissport will assume full responsibility for the operation of the cargo facility, which will be branded and operated under the "Swissport" name and logo. The SPV will function as an integrated part of the Swissport Group, adhering to all internal Swissport policies, procedures, training programs, and operational standards. Swissport will also leverage its global scale and expertise to provide commercial support and ensure operational excellence, with its group management functions offering strategic, financial, commercial, and operational oversight to the SPV.

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Document.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

- First Part: 51%: Skyways Air Services Ltd
- Second Part: 49%: Swissport International AG

6.2 The proportion of shareholding among Parties in the SPV shall remain unchanged from the proportion in the Consortium whose experience and credential were considered for the purpose of qualification and short-listing of Bidders for the Project in terms of the Tender Document until a period of 05 (five) years from COD.

7. Representation of the Parties

7.1 Each Party represents to the other Parties as of the date of this Joint Bidding Agreement that:

a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Joint Bidding Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or AAICLAS action and a copy of the extract of the charter documents and board resolution/Power of Attorney in favour of the person executing this Joint Bidding Agreement for the delegation of power and authority to execute this Joint Bidding Agreement on behalf of the Member is annexed to this Joint Bidding Agreement, and will not, to the best of its knowledge;

(1) require any consent or approval not already obtained;

(2) violate any Applicable Law presently in effect and having applicability to it;

(3) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(4) violate any clearance, permit, License, grant, license or other Governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(5) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, Encumbrances or mortgage in or on the property of such Party, except for Encumbrances that would not, individually or in the aggregate, have a Material Adverse Effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Joint Bidding Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliate is a party that presently affects or which would have a Material Adverse Effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under the Tender Document.

8. Termination

8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect for the entire duration of the License Period, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by AAICLAS to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of AAICLAS.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of **Skyways Air Services Ltd**

LEAD MEMBER by:
(Signature)

Himanshu Chhabra
CFO and Whole Time Director
RZ 128 & 129 A, Mahipalpur Extension, NH-8,
New Delhi-110 037

SKYWAYS AIR SERVICES LIMITED NEW DELHI

SIGNED, SEALED AND DELIVERED
For and on behalf of **Swissport International AG**
SECOND PART
(Signature):

Warwick Brady
CEO
Flughofstrasse 54, 8152 Opfikon, Zurich,
Switzerland

SIGNED, SEALED AND DELIVERED
For and on behalf of **Swissport International AG**
LEAD MEMBER by:
(Signature)

Ilse De Loof
General Counsel and Company Secretary
Flughofstrasse 54, 8152 Opfikon, Zurich,
Switzerland

Amtliche Beglaubigung siehe Rückseite!
Official Certification see reverse side!

Official Certification

Seen for authentication of the reversed signatures of

Mr. **Warwick BRADY**, Nationality: Great Britain, in Küsnacht ZH, Switzerland,
personally known to us,

Ms. **Ilse Rita L. DE LOOF**, Nationality: Belgium, in Keerbergen, Belgium,
personally known to us,

who are entered in the Register of Commerce of the canton of Zurich as delegate of the board of directors with the right to sign jointly by two (Warwick Brady) resp. as secretary (non-member) with the right to sign jointly by two (Ilse Rita L. De Loof) for the

Swissport International AG, corporation with registered head office in Opfikon ZH.

The signatures were acknowledged before us by an authorized third party.

The inspection of the commercial register has taken place directly before the official certification by internet inquiry.

This legalization refers only to the authentication of the signature and not to the contents or validity of the document.

Wallisellen, 12th November 2025
BK no. 21812 B - 21814
Fee CHF 60.00

Notariat Wallisellen Kanton Zürich

NOTARIAT WALLISELLEN

Susanne Scheuble, Notariatsassistentin

APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. Land: Schweizerische Eidgenossenschaft, Kanton Zürich
   Country: Swiss Confederation, Canton of Zürich
   Diese öffentliche Urkunde / This public document
2. ist unterschrieben von
   has been signed by Susanne Scheuble
3. in seiner Eigenschaft als
   acting in the capacity of Notariatsassistent/-in
4. sie ist versehen mit dem Stempel/Siegel des (der) - bears the stamp/seal of
   Notariat Wallisellen
5. In / at 8090 Zürich / Zurich — Bestätigt / Certified 6. am / the 13.11.2025
7. durch die Staatskanzlei des Kantons Zürich
   by the Chancellery of State of the Canton of Zurich
8. unter Nr. / under N° 1373928/2025
9. Stempel/Siegel, Stamp/seal
10. Unterschrift / Signature

S. Salzmann