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**COMMITMENTS BY AIR INDIA LIMITED AND TATA SIA  
AIRLINES LIMITED TO THE COMPETITION AND  
CONSUMER COMMISSION OF SINGAPORE  
(MERGER COMMITMENTS)**

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## COMMITMENTS TO THE COMPETITION AND CONSUMER COMMISSION OF SINGAPORE

### AIR INDIA LIMITED AND TATA SIA AIRLINES LIMITED MERGER COMMITMENTS

#### 1. INTRODUCTION

1.1 Air India Limited (“**AI**”) and TATA SIA Airlines Limited (“**UK**”) propose to make voluntary commitments to CCCS pursuant to Sections 60A and 60B of the Competition Act 2004 (“**Act**”) and paragraph 4.57 of the *CCCS Guidelines on Merger Procedures*, in the context of CCCS’s assessment of:

- (a) the acquisition by Talace Private Limited (“**TPL**”) (a subsidiary of Tata Sons Private Limited (“**TSPL**”)), of all shares and voting rights of AI from the Government of India, and indirect acquisition of AI’s shareholding interest of 100% in the equity share capital of Air India Express Limited (“**AIXL**”) and of 50% in the equity share capital of Air India SATS Airport Services Private Limited; and
- (b) the subsequent agreement between AI, TPL, TSPL, UK, and Singapore Airlines Limited (“**SIA**”) as provided in the Implementation Agreement dated 29 November 2022 (“**Implementation Agreement**”) reflecting the formation of the Enlarged AI Group (“**Proposed Merger**”)

(both (a) and (b) in this paragraph 1.1 will be hereinafter referred to collectively as the “**Merger**”).

1.2 The voluntary commitments for the Merger (the “**Merger Commitments**”) are made in the interests of assuring CCCS that it can holistically assess the Merger, and in particular that neither transaction forming part of the Merger will infringe Section 54 of the Act. SIA will make its own, and consistent, commitments in parallel with the submission of these Merger Commitments. AI, UK, and SIA will be collectively referred to hereinafter in this document as the “**Parties**”, and AI and UK will be collectively referred to hereinafter in this document as the “**Committing Parties**”.

1.3 The Parties will, at their own cost, appoint an independent auditor (“**Independent Auditor**”) to monitor compliance with these Merger Commitments. The Independent Auditor and the Parties shall provide reports to CCCS in accordance with Section 4 of these Merger Commitments.

#### 2. DEFINITIONS AND INTERPRETATION

2.1 In this document, unless the context otherwise requires, the following words, expressions and abbreviations have the following meanings ascribed to them:

- (a) “**Act**” means the Competition Act 2004 of Singapore;
- (b) “**Ad Hoc Reports**” shall have the meaning ascribed to it in paragraph 4.8;

- (c) “**AI**” means Air India Limited and shall include its subsidiaries for the purpose of computing AI’s capacity;
- (d) “**AI Effective Date**” means the date of CCCS’s approval to the Merger under Section 58 of the Act;
- (e) “**AI First Report Period**” shall have the meaning ascribed to it in paragraph 4.2(a);
- (f) “**AIXL**” means Air India Express Limited;
- (g) “**Alignment Report Period**” shall have the meaning ascribed to it in paragraph 4.2(b)(i);
- (h) “**CCCS**” means Competition and Consumer Commission of Singapore;
- (i) “**Committing Parties**” shall have the meaning ascribed to it in paragraph 1.2;
- (j) “**COVID-19**” means the infectious disease known as Coronavirus Disease 2019;
- (k) “**Effective Date**” shall refer to the date when the Proposed Merger closes as per the Implementation Agreement, save that in the case of AI and UK, the Effective Date will be the AI Effective Date;
- (l) “**Enlarged AI Group**” means the surviving entity following the Proposed Merger;
- (m) “**Implementation Agreement**” shall have the meaning ascribed to it in paragraph 1.1(b);
- (n) “**Independent Auditor**” shall have the meaning ascribed to it in paragraph 1.3;
- (o) “**Interim Report**” shall have the meaning ascribed to it in paragraph 4.4;
- (p) “**Merger**” shall have the meaning ascribed to it in paragraph 1.1(b);
- (q) “**Merger Commitments**” shall have the meaning ascribed to it in paragraph 1.2;
- (r) “**New Circumstances**” shall have the meaning ascribed to it in paragraph 5.5;
- (s) “**Non-Fulfilment Threshold**” shall have the meaning ascribed to it in paragraph 4.4;
- (t) “**Parties**” shall have the meaning ascribed to it in paragraph 1.2;
- (u) “**Pre-COVID-19 Levels**” means: the combined capacity operated by AI and UK respectively for the calendar year of 2019, and calculated as an aggregate weekly average. For AI, a weekly average will be calculated by dividing the total capacity operated by AI in the calendar year of 2019 by 52. For UK, a weekly average will be computed by dividing the total capacity operated by UK between 6 August 2019 and 31 December 2019 by 20 (on account of UK only commencing SIN-BOM vv and SIN-

DEL vv services on 6 August 2019 and 7 August 2019 respectively). For the SIN-BOM vv and SIN-DEL vv services, the averages for AI and UK will be then converted into an aggregated average for the purpose of Weekly Average Comparisons (as defined in paragraph 2.1(ii)). For the SIN-MAA vv and SIN-TRZ vv services, only the average for AI will be used for the purpose of Weekly Average Comparisons, as UK does not operate non-stop (i.e., direct) services on the SIN-MAA vv and SIN-TRZ vv routes;

- (v) **“Proposed Merger”** means the proposed merger between TPL, AI and UK, and SIA’s acquisition of a 25.1% stake in the Enlarged AI Group as set out in the Implementation Agreement;
- (w) **“Relevant Commitments”** shall have the meaning ascribed to it in paragraph 5.5;
- (x) **“Report”** shall have the meaning ascribed to it in paragraph 4.2;
- (y) **“Report Year”** means twelve (12) calendar months, unless specified otherwise;
- (z) **“SIA”** means Singapore Airlines Limited and its subsidiaries;
- (aa) **“SIN-BOM vv”** relates specifically to the non-stop (i.e., direct) bidirectional air passenger transport services between Singapore and Mumbai, India (which as the context requires shall include the upcoming New Mumbai International Airport);
- (bb) **“SIN-DEL vv”** relates specifically to the non-stop (i.e., direct) bidirectional air passenger transport services between Singapore and New Delhi, India (which as the context requires shall include the upcoming Noida International Airport);
- (cc) **“SIN-MAA vv”** relates specifically to the non-stop (i.e., direct) bidirectional air passenger transport services between Singapore and Chennai, India;
- (dd) **“SIN-TRZ vv”** relates specifically to the non-stop (i.e., direct) bidirectional air passenger transport services between Singapore and Tiruchirappalli, India;
- (ee) **“TPL”** means Talace Private Limited;
- (ff) **“TSPL”** means Tata Sons Private Limited;
- (gg) **“UK”** means TATA SIA Airlines Limited;
- (hh) **“vv”** is used to indicate services provided in either direction; and
- (ii) **“Weekly Average Comparisons”** means a comparison between the operated capacity of AI, UK or Enlarged AI Group, as the case may be, in any given week, compared with Pre-COVID-19 Levels calculated in accordance with the definition above at paragraph 2.1(u).

### 3. COMMITMENTS

3.1 Subject to paragraph 5.2, AI and UK hereby make the following commitments.

**To maintain capacity levels for scheduled international air passenger transport services for the SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, and SIN-TRZ vv routes**

3.2 AI and UK commit that prior to the closing of the Proposed Merger they will; and AI commits that post the closing of the Proposed Merger, the Enlarged AI Group will maintain minimum weekly scheduled air passenger transport capacity in aggregate at Pre-COVID-19 Levels on each of the:

(a) SIN-BOM vv route; and

(b) SIN-DEL vv route.

3.3 AI commits that prior to the closing of the Proposed Merger it will; and AI commits that post the closing of the Proposed Merger, the Enlarged AI Group will maintain minimum weekly scheduled air passenger transport capacity at Pre-COVID-19 Levels on each of the:

(a) SIN-TRZ vv route; and

(b) SIN-MAA vv route, starting earlier of (i) three (3) calendar months from the AI Effective Date; and (ii) Effective Date.

3.4 The commitments at paragraphs 3.2 and 3.3 would be measured using Weekly Average Comparisons.

3.5 Without limitation to section 5 below, the commitments specified in paragraphs 3.2 and 3.3 would be deemed fulfilled for each relevant Committing Party where [CONFIDENTIAL] of Pre-COVID-19 Levels on each of the SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, and SIN-TRZ vv routes are achieved in [CONFIDENTIAL] (i.e. up to a maximum of [CONFIDENTIAL] of non-fulfilment) for each Report Year in accordance with paragraph 3.4 and subject to paragraph 4.7.

3.6 Notwithstanding paragraph 3.5 above, if AI notifies CCCS pursuant to paragraph 5.7, the commitments specified in paragraphs 3.2 and 3.3 would be deemed fulfilled for:

(a) each of AI and UK where [CONFIDENTIAL] of Pre-COVID-19 Levels on each of the SIN-BOM vv and SIN-DEL vv routes are achieved collectively in [CONFIDENTIAL] by AI and Vistara in aggregate (i.e. up to a maximum of [CONFIDENTIAL] of non-fulfilment collectively) for each Report Year in accordance with paragraph 3.4 and subject to paragraph 4.7.

(b) AI where [CONFIDENTIAL] of Pre-COVID-19 Levels on each of the SIN-MAA vv and SIN-TRZ vv routes are achieved in [CONFIDENTIAL] (i.e. up to a maximum of [CONFIDENTIAL] of non-fulfilment) for each Report Year in accordance with paragraph 3.4 and subject to paragraph 4.7.

#### 4. REPORTS

- 4.1** The Parties will appoint, at their own cost, an Independent Auditor whose appointment (and the terms and conditions of that appointment) will be subject to the approval of CCCS, within three (3) calendar months of a positive decision being issued by CCCS in respect of the Merger under Section 58 of the Act and CCCS's acceptance of the Parties' commitments pursuant to Section 60A of the Act.
- 4.2** The Independent Auditor will prepare and provide to CCCS, a report which monitors each relevant Committing Party's respective compliance over the preceding Report Year (or any other period as agreed upon with CCCS) with the commitments outlined in paragraphs 3.2 to 3.6 (the "**Report**"):
  - (a)** the first Report Year will begin on the AI Effective Date. The first Report will cover the period of six (6) calendar months after the start of the first Report Year ("**AI First Report Period**"), and subsequent Reports will cover a yearly period from the six (6) calendar months mark;<sup>1</sup>
  - (b)** the first Report Year after the Proposed Merger will begin on the Effective Date;
    - (i)** to align the subsequent Report Years from the Effective Date, the Independent Auditor will produce a report to cover any gap period between the immediate previous Report under paragraph 4.2(a) and the Effective Date ("**Alignment Report Period**");<sup>2</sup>
    - (ii)** the first Report after the Proposed Merger will cover the period of six (6) calendar months after the Effective Date, and subsequent Reports will cover a yearly period from the six (6) calendar months mark;<sup>3</sup> and
  - (c)** each Report will be provided within two (2) calendar months following the period to which the Report relates.<sup>4</sup>
- 4.3** Specifically, the Report for each relevant Committing Party will specify:
  - (a)** (i) for AI: the aggregate weekly scheduled international air passenger transport capacity operated by AI on each of the SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, and SIN-TRZ vv routes, (ii) for UK: the aggregate weekly scheduled international air passenger transport capacity operated by UK on each of the SIN-BOM vv, and SIN-DEL vv routes;
  - (b)** the weeks of non-fulfilment of the committed capacity levels in paragraphs 3.2 to 3.6;
  - (c)** whether the non-fulfilment of the committed capacity levels in paragraphs 3.2 to 3.6 arises as a result of the circumstances listed in paragraph 5.2, or any other circumstances;

<sup>1</sup> For example, if the AI Effective Date was on 21 April 2024, the first Report will cover the six (6) month period from 21 April 2024 to 21 October 2024, and the next Report will cover the period from 22 October 2024 to 21 October 2025.

<sup>2</sup> For example, if the AI Effective Date was on 21 April 2024 and the Effective Date was on 5 March 2025, the Independent Auditor will prepare a bridging report for the Alignment Report Period of 22 October 2024 to 5 March 2025.

<sup>3</sup> For example, if the Effective Date was on 5 March 2025, the first Report will cover the six (6) month period from 5 March 2025 to 5 September 2025, and the next Report will cover the period from 6 September 2025 to 5 September 2026.

<sup>4</sup> For example, if the Report relates to the period from 5 March 2025 to 5 September 2025, the Report would be due on 5 November 2025.

- (d) each Report will separately identify the Report Years it covers and the findings on whether each relevant Committing Party has complied with the committed capacity levels in paragraphs 3.2 to 3.6 in the manner specified in paragraphs 3.5 and 3.6 for each such Report Year, provided that:
    - (i) except as provided in paragraph 4.3(d)(ii) below, the determination whether each relevant Committing Party has complied with their commitments in the manner specified in paragraphs 3.5 and 3.6, shall be made only for a complete Report Year comprising 12 months; and
    - (ii) the determination whether each relevant Committing Party has complied with their commitments in the manner specified in paragraphs 3.5 and 3.6 in a period which is less than twelve (12) months, shall be made in a manner such that the permitted weeks of non-fulfilment specified in paragraphs 3.2 to 3.6 shall be reduced in the same ratio, as the ratio between the relevant time period and a time period of 52 weeks, rounded up to the nearest whole number of weeks; and
  - (e) where relevant and if required, reasons for any variations from the committed capacity levels in paragraphs 3.2 to 3.6 above.
- 4.4** Prior to the Report, each relevant Committing Party will each submit an interim report which monitors their respective compliance with the committed capacity levels in paragraphs 3.2 to 3.6 (“**Interim Report**”) upon meeting [**CONFIDENTIAL**] of non-fulfilment in a Report Year (“**Non-Fulfilment Threshold**”).
- 4.5** Specifically, the Interim Report for each relevant Committing Party will specify:
- (a) the weekly scheduled international air passenger transport capacity operated by each relevant Committing Party on each of (i) for UK and AI: the SIN-BOM vv, SIN-DEL vv, (ii) for AI: SIN-MAA vv, and SIN-TRZ vv routes up to the time the Non-Fulfilment Threshold is met;
  - (b) the weeks of non-fulfilment of the committed capacity levels in paragraphs 3.2 to 3.6;
  - (c) whether the non-fulfilment of the committed capacity levels in paragraphs 3.2 to 3.6 arises as a result of the circumstances listed in paragraph 5.2, or any other circumstances; and
  - (d) where relevant and if required, reasons for any variations from the committed capacity levels in paragraphs 3.2 to 3.6 above.
- 4.6** Each relevant Committing Party will submit the Interim Reports within [**CONFIDENTIAL**] after the Non-Fulfilment Threshold is met. If the due date of any Interim Report falls less than [**CONFIDENTIAL**] from the due date of the Report, the Interim Report will not be required.
- 4.7** For the avoidance of doubt, the non-fulfilment of commitments can arise from either of the circumstances listed in paragraph 5.2, or any other circumstances. Each relevant Committing Party will still be deemed to satisfy the committed capacity levels in paragraphs 3.2 to 3.6 as long as the number of weeks of non-fulfilment, excluding the weeks of non-fulfilment arising



from circumstances listed in paragraph 5.2, do not exceed [CONFIDENTIAL] for each Report Year (10 weeks for the purposes of paragraph 3.6).<sup>5</sup>

**4.8** At CCCS's reasonable request, the Independent Auditor will prepare and provide reports to verify the accuracy of any submissions or data provided made by the Committing Parties ("**Ad Hoc Reports**"). CCCS is able to request for Ad Hoc Reports in the following situations:

- (a) CCCS has identified discrepancies in the Committing Parties' submissions or data that cannot be easily verified or explained, and these discrepancies are in the Committing Parties' favour.
- (b) There are amendments to the submissions or data that cannot be easily verified or explained, and these amendments are in the Committing Parties' favour.
- (c) CCCS receives credible information that the Committing Parties' submissions or data are inaccurate, and these inaccuracies are in the Committing Parties' favour.

## **5. COMMENCEMENT, SUSPENSION AND RELEASE OF THE MERGER COMMITMENTS**

### **Commencement of the Merger Commitments**

**5.1** The Merger Commitments will commence on the AI Effective Date, with the [CONFIDENTIAL].

### **Suspension of the Merger Commitments**

**5.2** The committed capacity levels in paragraphs 3.2 to 3.6 given by each relevant Committing Party would be temporarily suspended for the period where any of the following circumstances, insofar as they result from events, circumstances or causes beyond the reasonable control of the Parties, arise:

- (a) Force majeure which directly or indirectly affect the SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, or SIN-TRZ vv services for air passenger transport, including but not limited to:
  - (i) natural disasters;
  - (ii) war;
  - (iii) strikes (including airport or transport worker strikes etc);
  - (iv) terrorist attacks;
  - (v) disease outbreak;
  - (vi) airspace closures;
  - (vii) airport closures;

<sup>5</sup> For example, if there are 30 weeks of non-fulfilment as a result of any of the circumstances listed in paragraph 5.2, each relevant Committing Party is still deemed to have satisfied the committed capacity levels in paragraphs 3.2 to 3.6 as long as the number of weeks of non-fulfilment, excluding the weeks of non-fulfilment arising from circumstances listed in paragraph 5.2, do not exceed [CONFIDENTIAL] out of the 22 remaining weeks.

- (viii) adverse weather conditions;
  - (ix) non-availability of insurance; or
  - (x) any other safety or security related developments which require cancellation of flights, or variations to flight schedules.
- (b) Aircraft maintenance requirements with regard to a specific aircraft as determined by either of the Parties, or technical problems associated with a specific type of aircraft necessitating maintenance or repair as determined by the manufacturer and/or aviation authorities. For the avoidance of doubt, such requirements may arise in respect of aircraft deployed directly by the Parties on the SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, and/or SIN-TRZ vv routes for air passenger transport, or may arise in respect of other aircraft in the fleet of either of the Parties (where such maintenance requirements indirectly affect the deployment, operation or sustainability of services, and or capacity, on the SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, and/or SIN-TRZ vv routes for air passenger transport). Where aircraft maintenance (affecting compliance with the committed capacity levels in paragraphs 3.2 to 3.6) is conducted by either of the Parties, details of such maintenance shall be provided to CCCS in the Report.
- (c) Delays in aircraft deliveries which impact the ability of the respective airlines to implement the committed capacity levels in paragraphs 3.2 to 3.6.
- (d) Worldwide, regional, or local grounding of any aircraft category, class, model or variant, arising from circumstances outside the control of the Parties.
- (e) Need for return of slots / traffic rights to aviation regulators which could have a direct or indirect impact on the commitments, including but not limited to seat capacity.
- (f) Any development that could potentially have an adverse financial impact on either airline, requiring a cancellation or variation of services to ensure the continued financial viability of either airline.
- 5.3 Subject to paragraph 4.4, in the circumstances set out above in paragraphs 5.2(a) to 5.2(f), the Parties retain the right to effect any required changes immediately as determined by either of the Parties, and to notify CCCS at the point that the Report is due.
- 5.4 In respect of notifications made to CCCS in accordance with paragraph 5.3 above, the Parties will seek the retroactive approval of CCCS for the variation from the committed capacity levels in paragraphs 3.2 to 3.6.
- 5.5 Other than in situations covered in paragraphs 5.2 and 5.3, where there are any circumstances that, in the Parties' view, would materially affect the ability of the Parties to satisfy the committed capacity levels in paragraphs 3.2 to 3.6 and/or the commitments in paragraphs 4.1 to 4.7 (collectively, the "**Relevant Commitments**") in any relevant Report Year (the "**New Circumstances**"):
  - (a) The Parties will notify CCCS within [**CONFIDENTIAL**], or any other period as agreed upon with CCCS, following the Parties becoming aware that the New Circumstances would result in the Parties not meeting (or being unlikely to meet) the Relevant Commitments.

- (b) When notifying CCCS in accordance with paragraph 5.5(a), the Parties will inform CCCS of the background and impact of the New Circumstances and provide CCCS with information (within the possession or custody or control of the Parties), that would support the stated impact (or aid in CCCS's assessment of such).
  - (c) The Parties may propose and discuss with CCCS, in good faith, the possible variation, substitution or release of the Relevant Commitments, for the period in which the Parties are unlikely to meet the Relevant Commitments as a result of the New Circumstances.
  - (d) Where the New Circumstances result in the Parties not satisfying the Relevant Commitments, and the Parties have not gone through the process set out in paragraphs 5.5(a) to 5.5(c), the Parties acknowledge that CCCS may make a determination that the Relevant Commitments has been breached, and take such action as CCCS deems necessary in accordance with the Act.
- 5.6 Other than in situations covered in paragraphs 5.2, 5.3 and 5.5, the Parties will notify the CCCS as soon as reasonably practicable after becoming aware that they have not met (or are unlikely to meet) the Relevant Commitments.

**Full release or substitution or variation of the Merger Commitments**

- 5.7 In the event that the Proposed Merger does not close pursuant to the Implementation Agreement, AI will notify CCCS as soon as practicable following it being aware of the fact.
- 5.8 Without limitation to paragraph 5.7, the Parties may make an application to CCCS, supported by reasons, for any or all of the Relevant Commitments to be varied, substituted or released.
- 5.9 Without prejudice to paragraphs 5.7 and 5.8, where either of the Parties consider that there has been, or is likely to be, a material change in market conditions or operating circumstances or competitive conditions in respect of SIN-BOM vv, SIN-DEL vv, SIN-MAA vv, and/or SIN-TRZ vv routes traffic levels arising from any circumstance or development directly or indirectly connected to the routes not contemplated in paragraphs 5.1 to 5.5, the Parties may make an application to CCCS (supported by reasons) for any of the Relevant Commitments to be varied, substituted or released. Material changes would include, but are not limited to, long-term changes to the Parties' operational fleets, such as the retirement of certain aircraft types.

**In witness whereof** these Merger Commitments have been entered into on [•].

SIGNED by [•]

for and on behalf of

**AIR INDIA LIMITED**

SIGNED by [•]

for and on behalf of

**TATA SIA AIRLINES LIMITED**