

SEEPZ SPECIAL ECONOMIC ZONE

ANDHERI (EAST), MUMBAI.

AGENDA FOR THE 65th MEETING OF THE SEEPZ

SPECIAL ECONOMIC ZONE AUTHORITY

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VENUE: Through video conferencing on Webex application.

DATE : 07th February, 2024

TIME : 3.00 P.M

INDEX

Agenda Item No.	Subject
<u>Action Taken Report of 64th Authority Meeting Dated 06.12.2023</u>	
<u>Finance (Accounts & Procurement) Division</u>	
<u>Agenda Item No. 01</u>	वित्तीय वर्ष के 2023-24 लिए एसईजेड प्राधिकरण के 03.02.2024 तक मासिक व्यय खाते, व्यय का प्रतिशत और शेष राशि का ब्योरा। Submission of monthly expenditure Accounts, Percentage of Expenditure & balance amount of the SEZ Authority for the year 2023-24 upto 03.02.2024
<u>Agenda Item No. 02</u>	कार्य की अत्यावश्यक प्रकृति के लिए तत्काल उपयोग के लिए अग्रदाय/अग्रिम नकद राशि रु.30,000/- बढ़ाने का प्रस्ताव, जिसे फिर से रु.1,00,000/- कर दिया जाएगा। Proposal for increase Imprest/ advance cash of Rs. 30,000/- for immediate usage for urgent nature of work which shall again be reverted back to Rs. 1,00,000/-
<u>Agenda Item No. 03</u>	मेसर्स जी.ए. डिजिटल वेब वर्ड प्राइवेट लिमिटेड को रु. 10,41,662/- का भुगतान प्राधिकरण निधि से किया गया की सूचना। Payment made to M/s. GA Digital Web Word Pvt. Ltd. amounting to Rs. 10,41662 from Authority Fund
<u>Agenda Item No. 04</u>	"स्वस्थ नारी विकसित भारत" पर 3 वीडियो (5 मिनट की अवधि का एक वीडियो + छोटी अवधि के 2 वीडियो) के प्रस्ताव। Proposal for 3 videos (one 5 minutes video + 2 short duration videos) on "Swasth Nari Vikasit Bharat".
<u>Estate Division</u>	
<u>A. Works</u>	
<u>Agenda Item No. 05</u>	निविदा BoQ से परे अतिरिक्त कार्यों और मदों के लिए अनुमोदन Approval for additional works and items beyond the Tender BoQ
<u>Agenda Item No. 06</u>	संचालन और रखरखाव के मुद्दों के संबंध में एसडीएफ-

	VIII के लिए सहकारी समिति के गठन का प्रस्ताव। Proposal for formation of Cooperative Society for SDF-VIII regarding operational and maintenance issues.
<u>Agenda Item No. 07</u>	पूरे फायर सिस्टम और उसके डीजी सेट की व्यापक मरम्मत/प्रतिस्थापन Comprehensive repair/ replacement of whole fire system & its DG Set
<u>Agenda Item No. 08</u>	पीएसयू के ऑन बोर्डिंग के लिए प्रस्ताव- सीज़ सेज़ अंधेरी (ई), मुंबई में काम करने के लिए मेसर्स WAPCOS लिमिटेड Proposal for on boarding of PSU- M/s. WAPCOS Ltd or woks at SEEPZ, SEZ Andheri (E), Mumbai
<u>Security Division</u>	
<u>Agenda Item No. 09</u>	मेसर्स एसपीएसपीएल को सिक्युरिटी मैनुअल प्रदान करना और एल2 बोलीदाता मेसर्स एसआईएसपीएल द्वारा उसके खिलाफ शिकायत के बारे में जानकारी। Award of Security manpower contract to M/s SPSPL and information about complaint against him by L2 bidder M/s. SISPL.
<u>Legal Division</u>	
<u>Agenda Item No. 10</u>	सभी बकाया प्रभारों अर्थात् किराया बकाया, अनुरक्षण प्रभार, सेवा प्रभार आदि पर लगाए गए ब्याज और जुर्माने को माफ करने का अनुरोध। Request for waiver of interest and penalty levied on all outstanding charges i.e. rental dues maintenance charges service charges etc.
<u>Recovery Division</u>	
<u>Agenda Item No. 11</u>	सार्वजनिक परिसर (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 दिनांक 05.12.2023 की धारा 7 की उप-धारा (3) के तहत वसूली नोटिस जारी करने पर अद्यतन स्थिति। Updated status on the issuance of Recovery Notice under sub-section (3) of Section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 dated 05.12.2023.

दिनांक 06.12.2023 के 64वीं प्राधिकरण बैठक की कार्यवाही रिपोर्ट।

ACTION TAKEN REPORT OF 64th AUTHORITY MEETING DATED. 06.12.2023

Sr. No	Name of Proposal	Decision	Action Taken
Finance (Account & Procurement) Division			
1	<p>एसईजेड प्राधिकरण के अनुमोदित वार्षिक वित्तीय विवरण में मासिक व्यय खातों का व्यय का प्रतिशत और शेष राशि प्रस्तुत करना।</p> <p>Submission of Monthly expenditure accounts percentage of expenditure and balance in the approved annual financial statement of the SEZ Authority.</p>	<p>प्राधिकरण ने 01.04.2023 से 30.11.2023 तक बजट के उपयोग का विवरण नोट किया है। इसके अलावा, प्राधिकरण ने बजट और व्यय के बारे में उचित जानकारी प्राप्त करने के लिए विस्तृत विभाजन को इस एजेंडे में शामिल करने की सलाह दी।</p> <p>The Authority noted the details of utilization of Budget from 01-04-2023 to 30.11.2023. Further, Authority advised for detailed bifurcation to be included in this agenda for getting fair idea about the budgets & expenditure.</p>	<p>नोट किया गया है और आगे विस्तृत विभाजन अगली आगामी बैठक में रखा जाएगा।</p> <p>Noted & further detailed bifurcation is put up in next ensuing meeting.</p>
2	<p>G&J कॉम्प्लेक्स-III में यूनिट धारकों के लिए रखरखाव शुल्क में कटौती का प्रस्ताव</p> <p>Proposal for reduction in the Maintenance charges to Unit holders in G&J Complex-III</p>	<p>विचार-विमर्श के बाद, प्राधिकरण ने जी एंड जे कॉम्प्लेक्स-III के प्रस्ताव को मंजूरी दे दी और यूनिट धारकों को 04 वर्षों के लिए सेवा शुल्क को 50% तक कम करके उनके द्वारा किए गए खर्चों की भरपाई की और अध्यक्ष को इसे अन्य सरकार के रहने वालों के ध्यान में लाने की सलाह दी। इमारतों को भी अपने संबंधित भवनों की तत्काल मरम्मत करने और उसका रखरखाव करने के लिए कहा गया है। व्यापार के इस प्रस्ताव को स्वीकार करके, प्राधिकरण ने चरणबद्ध तरीके से व्यापार द्वारा किए गए 2/3 खर्चों की प्रतिपूर्ति की है और यह परियोजनाओं को शुरू करने में सार्वजनिक और निजी भागीदारी का एक उदाहरण है। प्राधिकरण के इस निर्णय से अन्य इकाई धारकों को अपनी आवश्यकता के अनुरूप भवनों का रखरखाव करने की प्रेरणा मिलेगी</p> <p>After deliberation, the Authority approved the proposal of G&J Complex-III and compensate the unit holders for expenses incurred by them by way of reducing the service charges to 50% for 04 years and Chairman advised to</p>	<p>G&J कॉम्प्लेक्स-III इकाइयों को पत्र दिनांक 04.01.2024 के माध्यम से सूचित किया है।</p> <p>As regards letter issued to Gem & Jewellery Units dated 04.01.2024</p>

Sr. No	Name of Proposal	Decision	Action Taken
		bring it to the notice of occupants of other Govt. buildings also to undertake the urgent repair of their respective buildings and to maintain the same. By accepting this proposal of trade, Authority has reimbursed 2/3 rd of expenses made by trade in a phased manner and this is an example of Public and Private Partnership in undertaking projects. The decision of Authority will motivate other unit holders to maintain the buildings as per their requirement.	
3	अन्य जोनों के समान ही दंडात्मक ब्याज की गणना का प्रस्ताव। Proposal for calculation of penal interest on similar manner with other Zones.	विचार-विमर्श के बाद, प्राधिकरण ने निर्णय लिया कि इस मुद्दे पर स्पष्टता प्राप्त करने के लिए मामले को मंत्रालय को भेजा जाना चाहिए और मंत्रालय को अपनाई जा रही वर्तमान पद्धति के बारे में अद्यतन जानकारी देनी चाहिए जो स्पष्ट है। After deliberation, the Authority decided that the matter should be referred to Ministry to get clarity on the issue and update the Ministry about current practice being followed which is unambiguous.	दिनांक 28.12.2023 को मंत्रालय को पत्र जारी किया गया है। Letter issued to ministry on dated 28.12.2023
4	एचडीएफसी बैंक एफडी में अथॉरिटी फंड का निवेश Investment of Authority fund in HDFC Bank FD	विचार-विमर्श के बाद, प्राधिकरण ने विवरण नोट किया After deliberation, the Authority noted the details	नोटेड Noted
5	प्राधिकरण से संबंधित कार्य में भाग लेने के लिए डॉ. प्रसाद वरवंतकर, डीडीसी (वेतन स्तर 11 - 7वीं सीपीसी) को पारिश्रमिक देने का प्रस्ताव। Proposal for grant of remuneration to Dr. Prasad Varwantkar, DDC (Pay level 11 - 7th CPC) for attending the Authority related work.	विचार-विमर्श के बाद, प्राधिकरण ने दिनांक 01.12.2023 से नियमित कर्तव्यों के अतिरिक्त प्राधिकरण से संबंधित कार्यों में भाग लेने के लिए डॉ. प्रसाद वरवंतकर को प्रति माह 30,000/- रुपये की दर से पारिश्रमिक देने की मंजूरी दे दी है। After deliberation, the Authority approved, the remuneration to Dr. Prasad Varwantkar, @Rs.30,000/- p.m w.e.f. 01.12.2023 for attending work related to authority in addition to his routine duties.	नोटेड Noted

Sr. No	Name of Proposal	Decision	Action Taken
	<p>Table Agenda:-</p> <p>SEEPZ प्राधिकरण के सदस्य श्री आदिल कोटवाल द्वारा प्राधिकरण से संबंधित कार्यों में भाग लेने के लिए विकास आयुक्त और संयुक्त विकास आयुक्त को पारिश्रमिक देने का प्रस्ताव।</p> <p>Proposal by SEEPZ Authority member Shri Adil Kotwal for grant of remuneration to Development Commissioner and Joint Development Commissioner for attending the Authority related work.</p>	<p>विचार-विमर्श के बाद, SEEPZ प्राधिकरण व्यापार सदस्य द्वारा विकास आयुक्त को रु. 50,000/- प्रति माह की दर से पारिश्रमिक देने का प्रस्ताव रखा गया। संयुक्त विकास आयुक्त को प्राधिकरण संबंधी कार्यों में भाग लेने हेतु 40,000/- प्रतिमाह की धनराशि स्वीकृत की गई।</p> <p>After deliberation, the Proposal by SEEPZ Authority Trade member for grant of remuneration @ Rs.50,000/- p.m to Development Commissioner and Rs. 40,000/- p.m to Joint Development Commissioner for attending the Authority related work was approved.</p>	<p>नोटेट Noted</p>
6	<p>पीएनबी बैंक एफडी में प्राधिकरण निधि के निवेश का प्रस्ताव।</p> <p>Proposal for Investment of Authority fund in PNB Bank FD.</p>	<p>अथॉरिटी ने पंजाब नेशनल बैंक में किए गए निवेश का ब्योरा नोट किया।</p> <p>The Authority noted the details of investment made in Punjab National Bank.</p>	<p>नोटेट Noted</p>
7	<p>किए गए कार्य के लिए ठेकेदार / सेवा प्रदाता को भुगतान का प्रस्ताव।</p> <p>Proposal of Payments made to Contractor/Service Provider for work done.</p>	<p>प्राधिकरण ने डीसी की शक्तियों के प्रत्यायोजन के तहत सीपज़ सेज़ विकास आयुक्त की अनुपस्थिति में संयुक्त विकास आयुक्त द्वारा किए गए भुगतान के विवरण को नोट किया और कार्योत्तर आधार पर इसे मंजूरी दे दी।</p> <p>The Authority noted the details of payments made by Joint Development Commissioner, in absence of Development Commissioner SEEPZ under delegation of powers of DC and approved the same on post facto basis</p>	<p>नोटेट Noted</p>
Estate Division: Works			
8	<p>एसडीएफ-III और एसडीएफ-IV में पानी की कमी के कारण जी एंड जे कॉम्प्लेक्स 2 और 3 नाबदान से एसडीएफ-4 तक 150 मिमी</p>	<p>विचार-विमर्श के बाद प्राधिकरण ने एसडीएफ-III और एसडीएफ-IV में पानी की कमी के कारण जी एंड जे कॉम्प्लेक्स 2 और 3 नाबदान से एसडीएफ-4 तक 150 मिमी व्यास की जीआई</p>	<p>एमआईडीसी को दिनांक 19.12.2023 को प्रशासनिक स्वीकृति जारी की गई</p>

Sr. No	Name of Proposal	Decision	Action Taken
	<p>व्यास की जीआई पाइपलाइन प्रदान करने का प्रस्ताव और कार्याकल्प के लिए "रणनीतिक सलाहकार सेवाओं (सलाहकार)" से धन का पुनर्विनियोजन। "जी एंड जे कॉम्प्लेक्स 2 और 3 नाबदान से एसडीएफ-4 तक 150 मिमी व्यास जीआई पाइपलाइन प्रदान करना" का विकास।</p> <p>Proposal for Providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4 due to water shortage in SDF-III and SDF-IV and re-appropriation of funds from "Strategic Advisory Services (Consultant) for rejuvenation and re-development to "Providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4".</p>	<p>पाइपलाइन प्रदान करने और "रणनीतिक सलाहकार सेवाओं (सलाहकार)" से धन के पुनर्विनियोजन के प्रस्ताव को मंजूरी दे दी। कार्याकल्प और पुनर्विकास के लिए "जी एंड जे कॉम्प्लेक्स 2 और 3 नाबदान से एसडीएफ-4 तक 150 मिमी व्यास जीआई पाइपलाइन प्रदान करना"</p> <p>After deliberation, the Authority approved the proposal for providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4 due to water shortage in SDF-III and SDF-IV and re-appropriation of funds from "Strategic Advisory Services (Consultant) for rejuvenation and re-development to "Providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4".</p>	<p>Administrative Approval issued to MIDC dated 19.12.2023</p>
9	<p>गेट नंबर II से III (चरण II) तक लाइट फिक्सचर के साथ स्ट्रीट लाइट पोल की मरम्मत/प्रतिस्थापन के संबंध में डीपीआर के अनुमोदन का प्रस्ताव</p> <p>Proposal for approval of DPR in respect of Repair / Replacement of Street Light Poles with light Fixture from Gate No. II to III (Phase II)</p>	<p>विचार-विमर्श के बाद, प्राधिकरण ने एमआईडीसी की डीपीआर को रु. 41 नगों की मरम्मत/प्रतिस्थापन के लिए रु.58,27,000/- की मजूरी दे दी है, गेट नंबर II से III (चरण II) तक लाइट फिक्सचर के साथ स्ट्रीट लाइट पोल की संख्या [85 नग], 12 नंबर हाई मास्ट पावर केबल का प्रतिस्थापन, 12 नंबर हाई मास्ट 3 चरण मोटरों की रिवाइंडिंग/सर्विसिंग, 12 नंबर फीडर पिलर का प्रतिस्थापन हाई मास्ट लाइट और फ्लड लाइट के फीडर पिलर के 10 प्रतिस्थापन।</p> <p>After deliberation, the Authority approved the DPR of MIDC for Rs. 58,27,000/- for Repair / Replacement of 41 nos. of Street</p>	<p>एमआईडीसी को दिनांक 21.12.2023 के माध्यम से प्रशासनिक स्वीकृति जारी की गई है।</p> <p>Administrative Approval issued to MIDC. Dt. 21.12.2023</p>

Sr. No	Name of Proposal	Decision	Action Taken
		Light Poles with light Fixture [85 nos] from Gate No. II to III (Phase II), replacement of 12 nos. of high mast Power cables, 12 nos. of rewinding/servicing of High Mast 3 phase motors, 12 nos. of replacement of feeder pillar of High Mast light and 10 nos. of replacement of feeder pillar of flood light.	
10	<p>आवासीय भूखंड (एफ-2) के विकास के लिए एक अनुभवी निर्माण सलाहकार को नियुक्त करना</p> <p>Engaging an experienced Construction Consultant for development of Residential Plot (F-2)</p>	<p>प्राधिकरण सदस्य श्री. अभय दोशी ने सुझाव दिया कि सैन्य इंजीनियरिंग सेवा (एमईएस) से सेवानिवृत्त श्री ए.के. जैन की सेवाएँ- इस उद्देश्य के लिए उपयोग किया जा सकता है क्योंकि उनके पास ऐसी परियोजनाओं में महत्वपूर्ण लागत में कमी और दक्षता का बहुत अच्छा अनुभव है। प्राधिकरण ने विचार-विमर्श के बाद निविदा जारी होने और विक्रेता के चयन तक प्रस्तावित सेवाओं को 01 लाख रुपये प्रति माह तक के पारिश्रमिक पर लेने का निर्णय लिया।</p> <p>Authority member Shri. Abhay Doshi suggested that services of Shri A. K. Jain Retd. from Military Engineering Service (MES)- can be utilized for this purpose as he has very good experience of significant cost reduction & efficiency in such projects. Authority after deliberation decided to hire the proposed services till the floating of tender & selection of vendor at remuneration of Upto Rs. 01 Lakh per month.</p>	<p>श्री ए.के. जैन के साथ प्रारंभिक चर्चा 21.12.2023 को हुई. पत्र में उन्होंने उक्त कार्य में भाग लेने में असमर्थता व्यक्त की है, सलाहकार ने मौखिक चर्चा के माध्यम से सूचित किया है, हालांकि लिखित संचार अपेक्षित है।</p> <p>Initial discussion with Shri A. K. Jain held on 21.12.2023. letter on he has expressed his inability to attend the said work the consultant has communicated the same through verbal discussion however written communication is expected .</p>
11	<p>SEEPZ-SEZ में कार्यों को निष्पादित करने के लिए GFRs के अनुपालन में प्रतिस्पर्धी बोली द्वारा एक पीएसयू को शामिल करना:-</p> <p>Engaging a PSU by competitive bidding in compliance of GFRs to execute Works at SEEPZ-SEZ:-</p>	<p>विचार-विमर्श के बाद, प्राधिकरण ने SEEPZ-SEZ में कार्यों को निष्पादित करने के लिए GFR 133 (3) के अनुपालन में प्रतिस्पर्धी बोली द्वारा एक PSU को शामिल करने के प्रस्ताव को मंजूरी दे दी।</p> <p>After deliberation, the Authority approved the proposal for Engaging a PSU by competitive bidding in compliance of GFR 133 (3) to execute Works at SEEPZ-</p>	<p>ईओआई को सीपीपी पोर्टल पर प्रकाशित किया गया था और आगामी बैठक में एक एजेंडा रखा जाएगा। EoI was published on CPP Portal and an Agenda is placed in ensuing meeting.</p>

Sr. No	Name of Proposal	Decision	Action Taken
		SEZ	
12	मौजूदा यूपीएस प्रणाली की मरम्मत का प्रस्ताव Proposal for Repair of Existing UPS system.	विचार-विमर्श के बाद, प्राधिकरण ने मौजूदा यूपीएस प्रणाली की मरम्मत के प्रस्ताव को मंजूरी दे दी। After deliberation, the Authority approved the Proposal for Repair of Existing UPS system.	यूपीएस बैटरियां GeM पोर्टल से खरीदी गईं। UPS Batteries procured from GeM portal.
13	बीएफसी बिल्डिंग, सेक्टर-1, सीपज़-एसईज़ेड के गेस्ट हाउस की मरम्मत और नवीनीकरण Repairing and Renovation of Guest house of BFC Building, Sector-1, SEEPZ-SEZ	विचार-विमर्श के बाद प्राधिकरण ने बीएफसी बिल्डिंग, सेक्टर-1 के गेस्ट हाउस की मरम्मत और नवीनीकरण के प्रस्ताव को मंजूरी दे दी। After deliberation, the Authority approved the proposal for Repairing and Renovation of Guest house of BFC Building, Sector-1.	कमरा नंबर 6 एवं 7 गेस्ट हाउस बीएफसी बिल्डिंग की मरम्मत स्थानीय क्रय समिति के माध्यम से कराई जा रही है। Repair of Room no. 6 & 7 Guest house BFC Building is being carried out through local purchase committee.
B. Utility			
14	SEEPZ में छोटे सिविल और प्लंबिंग संबंधी कार्यों के संबंध में सुविधा प्रबंधन सेवाएं (एफएमएस) प्रदान करने के लिए 8 श्रमिकों (6 कुशल/अर्ध-कुशल और 2 अकुशल श्रमिक) की नियुक्ति। Hiring of 8 Labourers (6 Skilled/Semi-Skilled and 2 Unskilled Labors) for providing Facility Management Services (FMS) regarding minor Civil and Plumbing related works in SEEPZ.	विचार-विमर्श के बाद, प्राधिकरण ने एसईईपीज़ में 6 (छह) महीने और उसके बाद छोटे सिविल और नलसाजी संबंधी कार्यों के संबंध में सुविधा प्रबंधन सेवाएं (एफएमएस) प्रदान करने के लिए 8 मजदूरों (6 कुशल/अर्ध-कुशल और 2 अकुशल मजदूरों) को काम पर रखने के प्रस्ताव को मंजूरी दे दी। उसकी प्रगति और परिणाम की समीक्षा करें। After deliberation, the Authority approved the proposal for Hiring of 8 Labourers (6 Skilled/Semi-Skilled and 2 Unskilled Labourers) for providing Facility Management Services (FMS) regarding minor Civil and Plumbing related works in SEEPZ for 6 (six) months and thereafter review the progress and outcome of the same.	मेसर्स अवध बिजनेस सर्विसेज प्रा. लिमिटेड के माध्यम से आवश्यक संसाधन जुटाए गए हैं, मानव संसाधन प्रबंधन एजेंसी, SEEPZ It was decided by TEC to hire the necessary resources through M/s. Avadh Business Services Pvt. Ltd.
Disaster Management Division			

Sr. No	Name of Proposal	Decision	Action Taken
15	<p>SEEPZ-SEZ के लिए लागू सुरक्षा संबंधी उपायों के लिए कार्रवाई बिंदुओं की अनुपालन स्थिति।</p> <p>Compliance status of Action Points for Security related measures applicable for SEEPZ-SEZ.</p>	<p>विचार-विमर्श के बाद, प्राधिकरण ने आपदा प्रबंधन कार्य योजना के तहत SEEPZ-SEZ के लिए लागू सुरक्षा संबंधी उपायों के लिए कार्रवाई बिंदुओं की अनुपालन स्थिति पर ध्यान दिया और 01 की भर्ती को भी मंजूरी दी। सुरक्षा अनुभाग के लिए वाहन की. निर्देश दिया गया कि मौजूदा स्टाफ से ही क्यूआरटी का गठन किया जाये.</p> <p>After deliberation, the Authority noted the Compliance status of Action Points for Security related measures applicable for SEEPZ-SEZ, as pointed out under Disaster Management Action Plan and also approved hiring of 01 no. of vehicle for security section. It was directed that QRT should be constituted from the existing staff.</p>	नोटेट Noted
16	<p>SEEPZ-SEZ के लिए लागू आपदा प्रबंधन संबंधी रोकथाम और शमन उपायों के लिए कार्रवाई बिंदुओं की अनुपालन स्थिति।</p> <p>Compliance status of Action Points for Disaster Management related Prevention and Mitigation measures applicable for SEEPZ-SEZ.</p>	<p>विचार-विमर्श के बाद, प्राधिकरण ने SEEPZ-SEZ के लिए लागू आपदा प्रबंधन से संबंधित रोकथाम और शमन उपायों के लिए कार्रवाई बिंदुओं की अनुपालन स्थिति पर ध्यान दिया और निर्देश दिया कि सुरक्षा अनुभाग के लिए किराए पर लिए गए वाहन का उपयोग आवश्यकता पड़ने पर आपदा प्रबंधन के लिए किया जाए। प्राधिकरण ने यह भी निर्देश दिया कि सीप्ल झील यानी देवल तालाब की सफाई/ड्रेजिंग और पूर्णकालिक चिकित्सा अधिकारी की नियुक्ति प्राथमिकता के आधार पर की जानी चाहिए।</p> <p>After deliberation, Authority noted the compliance status of the action points for Disaster Management related Prevention and Mitigation measures applicable for SEEPZ-SEZ and directed that the vehicle thus hired for security section to be used for disaster management as & when required. Authority also directed that cleaning/dredging of the SEEPZ Lake i.e. Deval Talao and hiring of full time Medical Officer has to carry out on priority.</p>	नोटेट Noted

MINUTES OF 64th AUTHORITY MEETING DATED 06.12.2023

MINUTES OF THE 64th AUTHORITY, MEETING HELD ON 06-12-2023 IN HYBRID MODE, UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER/CHAIRPERSON, SEEPZ-SEZ AUTHORITY.

The following were present:-

- | | |
|--|--------------------|
| 1. Shri C.P.S. Chauhan, JDC, SEEPZ SEZ | : Member/Secretary |
| 2. Shri Himanshu Dhar Pandey, Dy. Director, Directorate General of Foreign Trade | : Member |
| 3. Shri Adil Kotwal, Chairman/CEO, M/s. Creations Jewellery Mfg. Pvt. Ltd. | : Member |
| 4. Shri. Abhay Doshi, Managing Director M/s. Fineline Circuits Ltd. | : Member |

Shri Prasad Varwantkar, DDC/ Estate Officer, Smt. Bridget Joe, EA to DC, Shri Hanish Rathi, ADC (Security/IT), Smt. Rekha Nair, Assistant & Shri Ravindra Kumar Assistant also attended for assistance and smooth functioning of the meeting.

The Chairperson welcomed all the members present and thereafter agenda of the meeting was taken up.

Agenda Item No. 1:- Submission of Monthly expenditure accounts percentage of expenditure and balance in the approved annual financial statement of the SEZ Authority.

The SEEPZ-SEZ Authority had approved an Annual Financial Statement of Rs. 313.90 crore for the FY 2023-24. The budgeted expenditure is paid from respective budgeted head. The details of utilization of Budget from 01-04-2023 to 30.11.2023 are submitted to SEEPZ-SEZ Authority. The summarized budgeted expenditure as per each budgeted head.

Decision: The Authority noted the details of utilization of Budget from 01.04.2023 to 30.11.2023. Further, Authority advised for detailed bifurcation to be included in this agenda for getting fair idea about the budgets & expenditure.

Agenda Item No. 2:- Proposal for reduction in the Maintenance charges to Unit holders in G&J Complex-III

G&J Complex-III Tenants Association in their communication dt. 23.08.2023 had conveyed that they had renovated the building with their own contribution and have obtained stability certificate for a period of 5 years. They have assured that they would maintain the building for 5 years.

The said proposal was placed in the 58th Authority meeting held on 09.01.2023 wherein the Authority had conveyed to the trade member to work out the expenses incurred by each unit and then to propose the reduction in the maintenance charges and the period for which the said reduction is required to compensate the unit holders for expenses incurred by them or renovation/repair of G&J Complex-III

Decision: After deliberation, the Authority approved the proposal of G&J Complex-

III to compensate the unit holders for expenses incurred by them by way of reducing the service charges to 50% for 04 years. Chairman advised this arrangement to bring it to the notice of occupants of other Govt. buildings as well to provide a nudge to them to undertake the urgent repair of their respective buildings and to maintain the same. By accepting this proposal of trade, Authority has reimbursed 2/3rd of expenses made by trade in a phased manner and this is an example of Public-Private Partnership in undertaking such maintenance projects. The decision of Authority will motivate other unit holders to maintain the buildings as per their requirements.

Agenda Item No. 3:- Proposal for calculation of penal interest on similar manner with other Zones.

It is to apprise the Authority that on the basis of the recommendation of the Committee on uniformity in administrative/financial decision making process, Ministry vide its letter no. K-43020(14)/2/2018-SEZ dt. 11.11.2020 had forwarded a uniform format to be followed by all SEZs related to allotment letter and handing over possession for transfer of assets.

In the said allotment letter, clause no. 5 stipulates that the lease rent shall be paid within the end of the 1st month of the quarter failing which penal interest (compounded on a quarterly basis) @ 12% p.a. would be levied from the first day of the second month of the quarter.

Decision: After deliberation, the Authority decided that the matter should be referred to Ministry to get clarity on the issue and update the Ministry about current practice being followed which is unambiguous also taking into account the legal provisions related to the issue..

Agenda Item No. 4:- Investment of Authority fund in HDFC Bank FD.

SEEPZ SEZ Authority has received FD maturity proceeds of Rs.213 Crore held in State Bank of India (SEEPZ SEZ Branch). Upon comparing the rate of interest provided by various banks viz Punjab National Bank, State Bank of India, Central Bank of India and HDFC Bank Limited, it is observed that HDFC bank Limited was providing the highest rate of interest @ 7.35% under callable scheme for the period of 1 year 1 day. Accordingly, Rs 210 Crore has been invested in HDFC bank on 19/10/2023 to avail the high interest benefit.

Decision: After deliberation, the Authority noted the details.

Agenda Item No. 5:- Proposal for grant of remuneration to Dr. Prasad Varwantkar, DDC (Pay level 11 - 7th CPC) for attending the Authority related work.

The proposal for grant of remuneration to the existing govt. staff for attending the Authority related work was approved in the 56th Authority Meeting held on 29.11.2022 w.e.f. 1 st December, 2022.

Decision: After deliberation, the Authority approved, the remuneration to Dr. Prasad Varwantkar, @Rs.30,000/- p.m w.e.f. 01.12.2023 for attending work related to authority in addition to his routine duties.

Table Agenda: Proposal by SEEPZ Authority member Shri Adil Kotwal for grant of remuneration to Development Commissioner and Joint Development Commissioner for attending the Authority-related work.

Decision : After deliberation, the Proposal by SEEPZ Authority Trade member for grant of remuneration @ Rs.50,000/- p.m to Development Commissioner and Rs. 40,000/- p.m to Joint Development Commissioner for attending the Authority related work was approved.

Agenda Item No. 6:- Proposal for Investment of Authority fund in PNB Bank FD.

SEEPZ SEZ Authority has received maturity proceeds of Rs.30,63,71,436/- from Fixed deposits held in Punjab National Bank (SEEPZ SEZ Branch). Further, after comparing the rate of interest provided by various banks viz Punjab National Bank, State Bank of India, Central Bank of India and HDFC Bank Limited, it is observed that Punjab National Bank was providing highest rate of interest @ 7.40% under callable scheme for the period of 9 months. Accordingly, Rs 30,63,71,436/- has been invested in Punjab National Bank on 23.11.2023 to avail the high interest benefit.

Decision: The Authority noted the details of investment made in Punjab National Bank.

Agenda Item No. 7:- Proposal of Payments made to Contractor/Service Provider for work done.

Authority was apprised that the payments have been made to the Contractors / Service Providers with approval of JDC, SEEPZ in accordance with the delegation of powers of DC under Section 12(6) of SEZ Act, 2005, in absence of DC, as communicated by Ministry vide letter dated 14.11.2023. The details of payments made are placed at Annexure A of agenda for perusal.

Decision: The Authority noted the details of payments made by Joint Development Commissioner, in absence of Development Commissioner SEEPZ under delegation of powers of DC and approved the same on post-facto basis.

Agenda Item No. 8:- Proposal for Providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4 due to water shortage in SDF-III and SDF-IV and re-appropriation of funds from "Strategic Advisory Services (Consultant) for rejuvenation and re-development to "Providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4".

SGJMA had requested MIDC & Municipal Corporation of Greater Mumbai (MCGM) to resolve acute water shortage faced by units in SDF-III & IV. In this connection,

MIDC has stated that, the unit holders at SDF-III & IV are facing acute shortage at their underground shortage tanks, therefore they have to carry water from the low level sumps at Gems & Jewellery building no. II & III available within SEEPZ premises.

The said matter was taken up in 63rd Authority meeting [Agenda no. 19] held on 11.10.2023 and after deliberation Authority had approved the proposal of Rs. 58,61,600/- and directed to obtain DPR from MIDC. Accordingly letter was issued to MIDC requesting for DPR on 27.10.2023 and MIDC subsequently submitted the DPR for the said work amounting to Rs. 58,42,900/-

Decision: After deliberation, the Authority approved the proposal for providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4 due to water shortage in SDF-III and SDF-IV and re-appropriation of funds from "Strategic Advisory Services (Consultant) for rejuvenation and re-development to "Providing 150 mm dia GI pipeline from G&J Complex 2 & 3 sump to SDF-4".

Agenda Item No. 9:- Proposal for approval of DPR in respect of Repair / Replacement of Street Light Poles with light Fixture from Gate No. II to III (Phase II)

Authority was apprised that MIDC submitted the DPR amounting to Rs. 58,27,000/- on 30.10.2023 for replacement of existing damaged street light poles by GI Octagonal street light poles with LED light fitting from Gate No II to III road. Authority was informed that there are total 41 poles to be replaced and 22 Feeder pillars of Flood light and High Mast to be replaced which are rusted and the contactor, switching units, etc. are damaged. Further, there are total 11 High masts, which were installed more than 10 years back, and the power cable feeding power to light fixtures are also damaged. The three phase motor placed inside the high mast for lifting the ring shape light fixture of high mast, got rusted and need to be serviced for smooth operation.

Decision: After deliberation, the Authority approved the DPR of MIDC for Rs. 58,27,000/- for Repair / Replacement of 41 nos. of Street Light Poles with light Fixture [85 nos] from Gate No. II to III (Phase II), replacement of 12 nos. of high mast Power cables, 12 nos. of rewinding/servicing of High Mast 3 phase motors, 12 nos. of replacement of feeder pillar of High Mast light and 10 nos. of replacement of feeder pillar of flood light.

Agenda Item No. 10:- Engaging an experienced Construction Consultant for development of Residential Plot (F-2)

In 62nd meeting of Authority, it was discussed to work on the redevelopment of the Residential Colony plot in a holistic manner. Looking at the plot size and location, there is a requirement of an experienced Construction Consultant who can advise in finalizing the modalities and plan to achieve best possible utilization of land with maximizing revenue generation through commercial development and reducing the cost burden on Authority for developing quarters/colony. Selection of Consultant will be done after calling Expression of Interest.

Decision: Authority member Shri. Abhay Doshi suggested that services of Shri A. K. Jain Retd. from Military Engineering Service (MES)- can be utilized for this purpose as he has very good experience of significant cost reduction & efficiency in such projects. Authority after deliberation decided to hire the proposed services till the floating of tender & selection of vendor at remuneration of Rs. 1 Lakh per month.

Agenda Item No. 11:- Engaging a PSU by competitive bidding in compliance of GFRs to execute Works at SEEPZ-SEZ:-

Rule 133 (3) of GFR 2017 is as under –

"As an alternative to 133(2), a Ministry or Department may award repair works estimated to cost above Rupees thirty Lakhs and original works of any value to:

(i) any Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works or

(ii) to any other Central/ State Government organization /PSU which may be notified by the Ministry of Urban Development (MoUD) for such purpose after evaluating their financial strength and technical competence.

For the award of work under this sub-rule, the Ministry/ Department shall ensure competition among such PSUs / Organizations. This competition shall be essentially on the lump sum service charges to be claimed for execution of work."

Decision: After deliberation, the Authority approved the proposal for engaging a PSU by competitive bidding in compliance of GFR 133 (3) to execute Works at SEEPZ-SEZ.

Agenda Item No. 12:- Proposal for Repair of Existing UPS system.

Power supply is required continuously for Data servers. In the event of failure of Grid source, an alternative source of power is required. The importance and necessity of uninterrupted power supply (UPS System) to the servers cannot be undermined.

Therefore, in order to ensure un-interrupted power supply to the Servers, for an alternative source of power through UPS repairing is proposed. Existing UPS are non-operational for quite some time and can be made operational with repair.

Decision: After deliberation, the Authority approved the Proposal for Repair of Existing UPS system.

Agenda Item No. 13:- Repairing and Renovation of Guest house of BFC Building, Sector-1, SEEPZ-SEZ

The Guest house located on 5th Floor of BFC Building in Sector-1 SEEPZ-SEZ with a total 8 Nos of rooms having approximately 250 Sq. ft / per room has damaged

false ceiling, flooring tiles, doors, louvers window & European commode and need repair and replacement of lights & AC Structural Cracks, damaged plaster.

Overall condition of the Guest house & pantry room is not good and needs to be repaired and renovated for making the same habitable for guests.

Decision: After deliberation, the Authority approved the proposal for Repairing and Renovation of Guest house of BFC Building, Sector-1.

Agenda Item No. 14:- Hiring of 8 Labourers (6 Skilled/Semi-Skilled and 2 Unskilled Labors) for providing Facility Management Services (FMS) regarding minor Civil and Plumbing related works in SEEPZ.

The Authority was apprised about the requirement of Facility Management Service (FMS) for minor Civil and Plumbing related works in SEEPZ. It has been observed that at present minor repairing works in SEEPZ need to be carried out by inviting 3 bids and work is executed after approval from the Local Purchase Committee which is time consuming and not even cost effective.

Decision: After deliberation, the Authority approved the proposal for hiring of 8 Labourers (6 Skilled/Semi-Skilled and 2 Unskilled Labourers) for providing Facility Management Services (FMS) regarding minor Civil and Plumbing related works in SEEPZ for 6 (six) months and thereafter review the progress and outcome of the same to decide further course of action.

Agenda Item No. 15:- Compliance status of Action Points for Security related measures applicable for SEEPZ-SEZ.

Col. V. Supanekar has been on boarded by SEEPZ Administration for risk assessment of all kinds including security related matters. A checklist of 33 different points that need to be checked from security perspective is submitted for response. It is found that all points are already taken care of except the points related to QRT and accordingly the Authority was apprised that there is a need of dedicated QRT team and one Vehicle, as old motorcycles are in non-working and non-repairable condition and there is no official vehicle for Security Officer for rounds in the premises.

Decision: After deliberation, the Authority noted the Compliance status of Action Points for Security related measures applicable for SEEPZ-SEZ, as pointed out under Disaster Management Action Plan and also approved hiring of 01 no. of vehicle for security section. It was directed that QRT should be constituted from the existing staff.

Agenda Item No. 16:- Compliance status of Action Points for Disaster Management related Prevention and Mitigation measures applicable for SEEPZ-SEZ.

Prevention and Mitigation measures, applicable for the SEEPZ area including the most likely emergencies in the area has been identified in the form of 18 compliance points by SEEPZ Authority through the risk assessment done by Col. V. Supanekar (Disaster Management Consultant). It is found that most of the points have been implemented or are under process except the matter related to cleaning of Lake present in SEEPZ SEZ, availability of full time medical officer and emergency

response vehicle.

Decision: After deliberation, Authority noted the compliance status of the action points for Disaster Management related Prevention and Mitigation measures applicable for SEEPZ-SEZ and directed that the vehicle thus hired for security section to be used for disaster management as & when required. Authority also directed that cleaning/dredging of the SEEPZ Lake i.e. Deval Talao and hiring of full time Medical Officer has to be carried out on priority.

The meeting ended with a vote of thanks to the Chair.

This issues with the approval of the Chairperson, SEEPZ SEZ Authority.

(C.P.S. Chauhan)
Secretary/Jt. Development Commissioner,
SEEPZ SEZ Authority

Signed by Chanderpalsingh
Chauhan

Date: 18-12-2023 13:12:03

Reason: Approved

SEEPZ SPECIAL ECONOMIC ZONE

ANDHERI (EAST), MUMBAI.

वित्त(लेखा एवं खरीद)प्रभाग

**Finance (Accounts &
Procurement) Division**

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 01

AGENDA ITEM NO. 01

(क) प्रस्ताव:

वित्तीय वर्ष के 2023-24 लिए एसईजेड प्राधिकरण के 03.02.2024 तक मासिक व्यय खाते, व्यय का प्रतिशत और शेष राशि का ब्योरा।

(A) **Proposal**:-

Submission of monthly expenditure accounts, percentage of expenditure and balance as on 03.02.2024 of the SEZ Authority for the F.Y. 2023-24.

(ख) अधिनियम:

एसईजेड अधिनियम 2005 की धारा 37 एसईजेड प्राधिकरण नियम 2006 के नियम 6 के साथ।

(B) **Rules** :-

Section 37 of the SEZ Act 2005 read with Rule 6 of the SEZ Authority Rules 2006.

ग) अन्य जानकारी:

(C) **Other Information**:-

SEEPZ SEZ प्राधिकरण ने 313.90 करोड़ रुपये के वार्षिक वित्तीय विवरण वित्तीय वर्ष 2023-24 के लिए मंजूरी दी थी।। बजटीय व्यय का भुगतान संबंधित बजटीय मद से किया जाता है। 01-04-2023 से 03.02.2024 तक बजट के उपयोग का विवरण SEEPZ SEZ प्राधिकरण को प्रस्तुत किया गया है।

The SEEPZ SEZ Authority had approved an Annual Financial Statement of Rs.313.90 Cr. for the FY 2023-24. The budgeted expenditures are paid from respective budgeted head. The details of utilization of budget from 01-04-2023 to 03.02.2024 are submitted to SEEPZ SEZ Authority.

06-12-2023 को आयोजित 64वीं प्राधिकरण बैठक में, प्राधिकरण ने बजट और व्यय के बारे में उचित जानकारी प्राप्त करने के लिए विस्तृत विभाजन को इस एजेंडे में शामिल करने की सलाह दी। विभाजन इस प्रकार है:

In 64th Authority meeting held on 06-12-2023, Authority advised for detailed bifurcation to be included in this agenda for getting fair idea about the budgets & expenditure. The bifurcation is as follows:

Particulars of Budgeted Head	Total Budgeted Amount (inclu. Re-appropriation) (in Rs.)	Utilised Budget Balance after considering In process (in Rs.)	Unutilised Budget Balance after considering In process(in Rs.)	Reason
Human Resources	37083509	18527615	18555894	Utilised for monthly payment to outsourced staff & for Honorarium to Govt. Staff working in SEEPZ SEZ Authority. From this budgeted head 50% amount utilised till December 2023 and payments to be made for Jan to Mar 24. Excess was due to provision made for hiring of additional manpower.
Disaster management	6500000	668091	5831909	Major reason for budget unutilised are as follows:- 1. Safety material component of Rs 10,00,000/-not purchased till date. 2. fire/safety Consultant Project for Rs 35,20,000 has not been implemented till date. 3. Fire extinguisher refilling budgetted at Rs. 5,00,0000/- not done.
IT & E-GOVERNANCE	182567950	36083349	146484601	Major reason for budget unutilised are as follows:- 1. Electrical Works - Capital having budget of Rs 68,00,000/- as no project executed till date. 2: Electrical work revenue having budget amount Rs 7,90 77,649 out which rs

				4,25,10,520 remains unutilised as major projects are completed & payment to be released on or before March 2024. 3. Civil work Capital budget kept for major work of Mega CFC & NEST1 & NEST 2. in this Rs 130,21,68,852/- is unutilised which will be utilised in future payments. 4. Budget of Rs 18,73,15,965 under civil work revenue is unutilised due to actual project cost less than estimated value.
Security	132202800	69506276	62696524	Major reason for budget unutilised are as follows:- 1. IT Infrastructure Upgradation/CCC having budget of Rs.3,20,00,000/- remains unutilised as the tender was cancelled. 2. Security Services Expenditure having budget of Rs 9,00,00,000 utilised for monthly payment to security agency i.e SSDF/SPSPL. The balance of Rs 2,19,33,883/- to be utilised for Jan to March, 2024 payments
Estate	2727228483	1130087696.34	2619580912	Major reason for budget unutilised are as follows:- 1. Electrical Works - Capital having budget of Rs 68,00,000 remains unutilised as no project executed till date. 2. Electrical work revenue having budget amount Rs 7,90 77,649/- out which Rs 4,25,10,520/- remains unutilised as major projects are completed & payment to be released on or before March 2024. 3. Civil work Capital budget

				kept for major work of Mega CFC & NEST1 & NEST 2. in this Rs 130,21,68,852/- is unutilised which will be utilised in future payments.
				4. Budget of Rs 18,73,15,965 under civil work revenue is unutilised due to actual project cost less than estimated value.
Administration	53447214	5869414	46926875	Major reason for budget unutilised are as follows:- 1. Strategic Advisory Services (Consultancy) for Rejuvenation and Redevelopment having budget of Rs.2,41,57,100-remains unutilised as tender cancelled. 2.Other Professional/Consultancy Services (Horticulture/Energy audit/ Solar/Waste Management) budgeted for Rs 1,00,00,000/- out of which Rs 92,74,100/- remains unutilised as no such consultant appointed. 3. Labour Consultant, Security Consultant & Development control regulation (architect) are not appointed therefore budget of Rs 1,05,00,000/- remains unutilised
Total	3139029956	1260742441.34	2900076715	
Contingency Fund	5000000	675000	4325000	
Grand Total	3144029956	1261417441.34	2904401715	

घ. अनुशंसा:

(D) Recommendation:

The Annual Financial Statement as on 03.02.2024 and its utilization is submitted before the SEEPZ SEZ Authority for information.

यह कार्यसूची श्री. जगदीश गौर (अवर श्रेणी लिपिक), श्री. रविन्द्र कुमार (सहायक) और ब्रिजेट जो (वी.आ.का.स) द्वारा तैयार की गई है।

Agenda prepared by Shri. Jagdish Gaur (LDC), Shri. Ravindra Kumar, Assistant and Smt Bridget Joe, EA to DC.

रविन्द्र कुमार
सहायक वी.आ.का.स

ब्रिजेट जो
वी.आ.का.स

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 02

AGENDA ITEM NO. 02

क) प्रस्ताव:

कार्य की अत्यावश्यक प्रकृति के लिए तत्काल उपयोग के लिए अग्रदाय/अग्रिम नकद राशि रु.30,000/- बढ़ाने का प्रस्ताव, जिसे फिर से रु.1,00,000/- कर दिया जाएगा।

A. Proposal:

Proposal for increase imprest/advance cash of Rs. 30,000/- for immediate usage for urgent nature of work which shall again be reverted back to Rs. 1,00,000/-.

ख) सेज़ अधिनियम, 2005 और नियमों के प्रासंगिक प्रावधान:

सेज़ अधिनियम, 2005 की धारा और सेज़ प्राधिकरण नियम, 2009 का नियम 1(1)

B. Relevant provision of SEZ Act, 2005 and Rules:

Section of the SEZ Act,2005 & Rule 1(1) of SEZ Authority Rules, 2009.

ग) अन्य जानकारी:

C. Other Information:

दिनांक 27.07.2021 को आयोजित 46वीं प्राधिकरण बैठक के कार्यवृत्त के अनुसार, कार्यसूची मद संख्या 13, जिसमें यह निर्णय लिया गया था कि किसी भी जरूरी काम के लिए तत्काल उपयोग के लिए संपदा प्रबंधक को रु .30,000/- के तौर पर अग्रदायअग्रिम नकद/ दिए जाएंगे।

As per the Minutes of 46th Authority meeting held on 27.07.2021, Agenda Item no. 13, wherein it was decided imprest/advance cash Rs. 30,000/- is granted to Estate manager for immediate usage for any urgent work.

संपदा अधिकारी को दी गई अग्रदाय/अग्रिम नकदी रोजमर्रा के काम के भुगतान के लिए अपर्याप्त है। चूंकि रु. 30,000/- की सीमा रोजमर्रा की जरूरतों को पूरा करने के लिए पर्याप्त नहीं है। अतः यह प्रस्तावित है कि अग्रदाय खाते की सीमा को रु.1,00,000/- रुपये तक बढ़ाया जा सकता है।

Imprest/Advance cash granted to the Estate Officer is insufficient to disposal of Payment of day to day work. As the limit of Rs. 30,000/- is not sufficient to meet the day to day requirements, it is proposed that the limit of Imprest Account may be enhanced to Rs. 1,00,000/-

घ. अनुशंसा:

D. Recommendation:

कार्य की अत्यावश्यक प्रकृति के लिए तत्काल उपयोग के लिए अग्रिम नकद राशि रु.30,000/- बढ़ाने का प्रस्ताव, जिसे फिर से रु.1,00,000/- कर दिया जाएगा, अनुमोदन के लिए प्राधिकरण के समक्ष रखा गया है।

The Proposal for increase imprest/advance cash of Rs. 30,000/- for immediate usage for urgent nature of work which shall again be reverted back to Rs. 1,00,000/- is placed before authority for approval.

Agenda Prepared by – Shri. Prasad Varvantkar. (Estate officer)

रविशंकर कुमार
सहायक, सीएम

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 03

AGENDA ITEM NO. 03

क. प्रस्ताव:

मेसर्स जी.ए. डिजिटल वेब वर्ड प्राइवेट लिमिटेड को रु. 10,41,662/- का भुगतान प्राधिकरण निधि, 2023-24, से किया गया की सूचना।

(A) **Proposal:-**

Payment made to M/s. G. A. Digital Web Word Pvt Ltd. amounting to Rs. 10,41,662/- from Authority fund, 2023-24.

ख. अधिनियम:

एसईजेड अधिनियम 2005 की धारा 37 एसईजेड प्राधिकरण नियम 2006 के नियम 6 के साथ।

(B) **Rules :-**

Section 37 of the SEZ Act 2005 read with Rule 6 of the SEZ Authority Rules 2006.

ग) अन्य जानकारी:

(C) **Other Information:-**

दिनांक 31.01.2024 के नोट के माध्यम से, SEEPZ प्रशासन ने कहा है कि मेसर्स जी ए डिजिटल वेब वर्ड लिमिटेड को अक्टूबर और नवंबर 2023 महीने के लिए भुगतान करने के लिए पर्याप्त बजट उपलब्ध नहीं है।

Vide note dated 31.01.2024, SEEPZ Administration has stated that there is no sufficient budget available to make the payment to M/s. G A Digital Web Word for the month of October and November 2023 in respect of outsourced employees.

प्रशासन अनुभाग ने रुपये 10,41,662/- (जीएसटी सहित) का भुगतान SEEPZ-SEZ प्राधिकरण से करने का अनुरोध किया है और प्रशासन अनुभाग में बजट उपलब्ध होने पर उतनी ही राशि प्राधिकरण को

वापस कर दी जाएगी। तदनुसार, भुगतान राशि रु.10,41,662/- (जीएसटी सहित) मेसर्स जीए डिजिटल वेब वर्ड प्राइवेट लिमिटेड को आउटसोर्स कर्मचारियों के अक्टूबर और नवंबर, 2023 महीने के वेतन के लिए जारी किया गया है।

Administration Section has requested to make the payment of Rs. 10,41,662/- (inclusive of GST) from SEEPZ-SEZ Authority and once the budget is available in Admin Section the same amount will be refunded back to the Authority. Accordingly, the payment amounting to Rs. 10,41,662/- (inclusive of GST) has been released to M/s. GA Digital Web Word Pvt. Ltd. towards salaries of outsourced employees for the month of October and November, 2023.

घ. अनुशंसा:

(D) Recommendation:

मेसर्स जी. ए. डिजिटल वेब वर्ड प्राइवेट लिमिटेड, राशि रु. 10,41,662/- प्राधिकरण निधि से सूचना/कार्योत्तर को भुगतान किया गया। अनुमोदन के लिए SEEPZ SEZ प्राधिकरण के समक्ष प्रस्तुत किया जाता है।

Payment made to M/s. G. A. Digital Web Word Pvt Ltd. amounting to Rs. 10,41,662/- from Authority fund is submitted before the SEEPZ SEZ Authority for information/post facto approval.

यह कार्यसूची श्री. जगदीश गौर (अवर श्रेणी लिपिक), श्री. रविन्द्र कुमार (सहायक) और ब्रिजेट जो (वी.आ.का.स) द्वारा तैयार की गई है।

Agenda prepared by Shri. Jagdish Gaur (LDC), Shri. Ravindra Kumar, Assistant and Smt Bridget Joe, EA to DC.

रविन्द्र कुमार
सहायक, वी.आ.का.स

ब्रिजेट जो
वी.आ.का.स

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 04

AGENDA ITEM NO. 04

क) प्रस्ताव :-

"स्वस्थ नारी विकसित भारत" पर 3 वीडियो (5 मिनट की अवधि का एक वीडियो + छोटी अवधि के 2 वीडियो) के प्रस्ताव।

A. Proposal:

Proposal for 3 videos(one 5 minutes video + 2 short duration videos) on "Swasth Nari Vikasit Bharat".

ख). सेज़ अधिनियम, 2005 और सेज़ नियम 2006 के प्रासंगिक प्रावधान:

सेज़ अधिनियम, 2005 की धारा 34 और सेज़ प्राधिकरण नियम, 2009 का नियम (7)

B. Relevant provision of SEZ Act, 2005 and Rules 2006:

Section 34 of the SEZ Act, 2005 & Rule (7) of SEZ Authority Rules, 2009.

ग). अन्य नियम

C. Other Information:

- इस कार्यालय ने दिनांक 19.12.2023 से दिनांक 25.01.2024 तक सीपज़-सेज़ में बीएफसी बिल्डिंग में "स्वस्थ नारी विकसित भारत" पर एक कार्यक्रम आयोजित किया था।

This office had organized a programme on "Swasth Nari Vikasit Bharat" at BFC Building in SEEPZ SEZ from 19.12.2023 to 25.01.2024

- पेशेवर तरीके से विभिन्न मंचों पर परिणामों को प्रदर्शित करने के लिए और इस आयोजन की स्मारिका के रूप में, बेहतर गुणवत्ता के वीडियो का होना आवश्यक है। मेसर्स ग्रीन सिग्नल एंटरटेनमेंट के पिछले अनुभव के आधार पर, जिन्होंने मेगा सीएफसी और नेस्ट 1 परियोजना के उद्घाटन पर माननीय प्रधान मंत्री के समक्ष इन परियोजनाओं के प्रस्तुतिकरण के लिए वीडियो बनाए थे, उनसे 3 वीडियो (5 मिनट की अवधि का एक वीडियो + छोटी अवधि के 2 वीडियो) के लिए कोटेशन मांगा गया था।

To showcase the outcome at various forums in a professional manner and as a souvenir of this event, it is necessary to have videos of better quality. Based on the previous experience of M/s Green Signal Entertainment, who made the videos of Mega CFC and NEST 1 project for presentation before Hon'ble Prime Minister at the inauguration of these projects, quotation was asked for 3 videos(one 5 minutes video + 2 short duration).

- मेसर्स ग्रीन सिग्नल एंटरटेनमेंट ने इन वीडियो को बनाने के लिए रु.4,00,000/- + जीएसटी का कोटेशन जमा किया है।
M/s Green Signal Entertainment has submitted a quotation of Rs 4,00,000 + GST for making these videos.

घ). अनुशंसा:

"स्वस्थ नारी विकसित भारत" पर 3 वीडियो (5 मिनट की अवधि का एक वीडियो + छोटी अवधि के 2 वीडियो) बनाने का प्रस्ताव सीपज़-सेज़ प्राधिकरण की बैठक में विचारार्थ रखा गया है।

D. Recommendation:

Proposal for making 3 videos(one 5 minutes video + 2 short duration videos) on "Swasth Nari Vikasit Bharat" is placed before SEEPZ-SEZ Authority meeting for Consideration.

कार्यसूची श्री जनेश त्रिपाठी (अवर श्रेणी लिपिक) श्री राजेश कुमार, (प्रवर श्रेणी लिपिक) और द्वारा बनाई गई है।

Agenda Prepared by – Shri Janesh Tripathi (LDC), Shri. Rajesh Kumar, UDC, Shri Manish Kumar, ADC Estate, SEEPZ-SEZ

जनेश त्रिपाठी



श्री मनिश कुमार



QUOTATION

CEO
SEEPZ, Andheri, East.

DATE : 18-01-2023²⁰²⁴

No.	Description	Rate	Qty	Total Amount
	Seepz 5 Min AV on " SWASTH NARI VIKASIT BHARAT"			4,00,000.00
	2 extra cuts - duration suggested by clients The above said work consist of following responsibilities Conceptualization Writing Direction Shooting byte videos with dignitories suggested by client Editing, VFX Sound Designing Colour Grading Final Output			
	Total			4,00,000.00
	SGST 9%			36,000.00
	CGST 9%			36,000.00
	Grand Total			4,72,000.00

Payment Mode

Bank Details

Green Signal Entertainment
HDFC Bank Ltd
A/c No: 50200065633441
IFSC Code: HDFC0002503
Branch: Teen Haat Naka, Thane

PAN No.: AYNPP1546P

GST No.: 27AYNPP1546P2ZL

For Green Signal Entertainment

Proprietor

Authorized Signatory

RH 7, Gunjan Lokpuram CHSL, Smt. Gladys Alwaris Road, Off Pokhran Rd No.2, Thane (W) -400610.

Please put up for approval

25/01/24

SEEPZ SPECIAL ECONOMIC ZONE

ANDHERI (EAST), MUMBAI.

संपदा प्रभाग

ESTATE Division

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 05

AGENDA ITEM NO. 05

(क) प्रस्ताव

A) Proposal:

बीओक्यू से परे अतिरिक्त कार्यों और मदों के लिए अनुमोदन।

Approval for additional works and items beyond the Tender BoQ .

(ख) सेज़ अधिनियम, 2005 और नियमों के प्रासंगिक प्रावधान:

B) Relevant provision of SEZ Act, 2005 & Rules :

सेज़ अधिनियम, 2005 की धारा 34 और सेज़ प्राधिकरण नियम 2009 के नियम 7

Section 34 of SEZ Act, 2005 and Rule 7 of SEZ Authority Rules 2009.

(ग) अन्य सूचना:

C) Other information :

मेगा सीएफसी का निर्माण कार्य लगभग पूरा होने वाला है। मेगा सीएफसी का निर्माण और आंतरिक कार्य (सामान्य क्षेत्र) मेसर्स एचपीपीएल के दायरे में है। सामान्य स्थान को छोड़कर आंतरिक कार्य मेसर्स गोदरेज के दायरे में है।

The Construction work of Mega CFC is near completion. The construction of Mega CFC and interior work (common area) is under the scope of M/s HPPL. The interior work excluding common space is under the scope of M/s Godrej.

निर्माण और आंतरिक कार्यों के दौरान, यह देखा गया है कि कुछ कार्य बीओक्यू का हिस्सा नहीं हैं या बीओक्यू मात्राएँ कार्यों को पूरा करने के लिए पर्याप्त नहीं थीं। चूंकि कार्यों को समयबद्ध तरीके से पूरा किया जाना है, इसलिए ठेकेदारों को आरएफपी /अनुबंध समझौते के नियमों और शर्तों के अनुसार मामले की जांच और निर्णय के लिए निविदा मूल्यांकन समिति के समक्ष कार्य करने और विवरण /मात्रा प्रस्तुत करने के लिए कहा गया था। जिसका विवरण इस प्रकार है:-

During the Construction and Interior works, it is observed that some works are not part of the BoQ or the BoQ quantities were not sufficient to complete the works. Since the works are to be completed in a time bound

manner, the Contractors were asked to carry out the works and submit the details/quantities before the Tender Evaluation Committee for examination and decision in the matter as per the terms and conditions of RFP/Contract Agreement. The details are as under:-

क्र सं Sr. No.	आयोजित टीईसी बैठक की तिथि Date of TEC Meeting held	विवरण Particulars	टिप्पणी Remarks
1	27.10.2023	मे. एचपीपीएल द्वारा निष्पादित बीओक्यू आइटमों से परे और बीओक्यू में उल्लिखित अतिरिक्त आइटम नहीं। Beyond BoQ items executed by M/s HPPL and extra items not mentioned in the BoQ.	अनुलग्नक - क Annexure-A
2.	27.10.2023	मेसर्स गोदरेज द्वारा निष्पादित अतिरिक्त आइटम Extra items executed by M/s Godrej	अनुलग्नक - ख Annexure-B
3.	8.11.2023	मे. गोदरेज - द्वारा अतिरिक्त वस्तुओं के रूप में लैब फर्नीचर की खरीद Procurement of Lab Furniture as extra items- M/s Godrej	अनुलग्नक - ग Annexure-C
4.	8.11.2023	मे. गोदरेज - बीओक्यू दर के 25% से ऊपर एमईपी आइटम MEP items above 25% of BoQ rate- M/s Godrej	अनुलग्नक - घ Annexure-D
5.	8.1.2024	मेसर्स एचपीपीएल द्वारा निष्पादित अतिरिक्त आइटम Extra items executed by M/s HPPL	अनुलग्नक - ङ Annexure-E
6.	8.11.2023	भुगतान मील के पत्थर में बदलाव - एनईएसटी-02 के निर्माण के संबंध में मेसर्स सीके इंफ्रास्ट्रक्चर Change in payment milestone - M/s CK Infrastructure in respect of construction of NEST-02	अनुलग्नक - च Annexure-F

घ) सिफारिश

D) Recommendation:-

मेगा सीएफसी के निर्माण के संबंध में उपरोक्त तालिका में उल्लिखित निविदा मूल्यांकन समिति द्वारा दी गई मंजूरी के अनुसमर्थन का प्रस्ताव प्राधिकरण के समक्ष विचारार्थ प्रस्तुत किया गया है।

The proposal for ratification of the approval granted by Tender Evaluation Committee as mentioned in the above table in respect of

construction of Mega CFC is submitted before the Authority for consideration.

कार्यसूची श्रीधरयाम भंडारी, सहायक और श्री मनीष कुमार, सहायक विकास आयुक्त, सीपज़ सेज़ द्वारा बनाई गई है।





Minutes of the of Tender Evaluation Committee (TEC) meeting held on 27th October 2023
in respect of extra items and deviation in quantity for Mega CFC under the chairmanship
of Shri R. K. Mishra, Development Commissioner, SEEPZ, SEZ

Date: 27/10/2023

Following members were present-

SEEPZ-SEZ:

Shri CPS Chauhan, Joint Development Commissioner (jdseeepz-mah@nic.in)
Smt Y. Mangala, PAO, SEEPZ, SEZ
Smt Bridget Joe, EA to DC
Shri Haresh Dahilkar, ADC, SEEPZ, SEZ
Shri Hanish Rathi, ADC, SEEPZ-SEZ
Shri Manish Kumar, Assistant Development Commissioner (manishbarala.1991@gov.in)
Shri Ghanshyam Bhandari, Assistant (gs.bhandari12@nic.in)

GJEPC:

Shri Adil Kotwal, Member, Working Group- Mega CFC (adil@creationjewel.co.in)
Shri Neville Tata, Member, Working Group- Mega CFC (neville.tata@renaissancedglobal.com)

Meinhardt EPCM India Private Ltd.: PMC for Part A

Shri Mahesh Kelkar Project Manager, Part A (mahesh.k@meinhardtepcm.com)
Shri Shardul Rawle (Shardul.s@meinhardtgroup.com)

WAPCOS Ltd: PMC for Statutory Compliances

Shri Aditya Patidar (patidaraditya071001@gmail.com)
Shri Radhanath Basak (basakrn@gmail.com)

M/s VPCPL: Design Consultancy:

Shri Mehboob Patel (mehboob.p@vpcpl.co.in)

M/s Hariom Projects Pvt. Ltd.-HPPL: Civil Works etc. Contractor

Shri Anil Sangtani, Director M/s HPPL (hpplahmedabad@gmail.com)
Shri Punja Nadoda (hpplahmedabad@gmail.com)



The following points were discussed during the meeting:

A. Deviation in quantity

Item 1.1 Supporting Structural Steel Works (Façade Tender)

Sr No	Description	BoQ Qty	Unit	Quoted Rate	Executed Quantity
3	Supporting Structural Steel works Designing, Supplying and Installation of Hot Dip Galvanized & Painted - Tubular Steel Sections for creating the Elevational Level difference between inner and outer glazing, as approved by architect. The profile shall be of all sizes & shape including all base plates, gusset plates, end plates, stiffeners, both & nuts fillet/ but welding, splicing machinery/grinding of members/joints however required to give a neat appearance, including skilled manpower, equipment and consumables with one coat of MIO intermediate coat, 1 coat of base primer and 2 coats of PU paint and complete.	1	Tonne	202895/-	13.18

Claim by the Contractor:

Proposed Rate: Rs 2,10,881/ Tonne (Rate Analysis provided). Total estimated quantity is 30 Tonnes.

Comments by Design Consultant (M/s VPCPL):

PMC to check the variation in quantity claimed and once confirmed the works can proceed at site as per detail / designs issued for construction. Rate analysis is checked for 1,18,357/ Tonne.



Comments by PMC Part A (M/s Meinhardt):

The quantity estimated in the BoQ was short as the item of supporting structural steel for 'fins' was clearly indicated in shop drawings. However, now the measurement of item has been done as per RA4 submission and the quantity increase justification is required from consultant. The rate analysis scrutinized and reasonable rate works out to Rs.1,74,550/ Tonne considering the built up section design and erection to the given height. However, the hot dip zinc needs to be reduced from final cost.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Rate analysis has been checked and rate as worked out based on DAR is Rs.1,63,700/Tonne. As per Gazette Notification (Annexure 1) submitted by M/s HPPL, it is mentioned that workers employed on high rise structures i.e. on or above 30 feet height, even for one hour in a day shall be paid 20 % extra wages of the minimum wages for the appropriate category. If this factor considered in Rate Analysis, the rate would be Rs.1,76,000/ Tonne.

Decision by Tender Evaluation Committee

M/s VPCPL to provide detailed justification for increase in the quantity. The rate of Rs.1,76,000/ Tonne considering Gazette Notification may be adopted. However, the contractor to submit the proofs of extra wages provided to labour, equipment charges, rework of scaffolding to justify the rate.

Item 7.02 Filling in plinth with earth brought from outside.

Sr No	Description	BoQ Qty	Unit	Quoted Rate	Executed Quantity
7	MISCELLENOUS EARTHWORK AND METAL PACKING				
7.02	Filling in plinth and floors with contractors' material/brought from outside and approved by Engineer in charge in layers of 15 cm to 20 cm including watering and compaction etc. complete.	100	Cum	1160	993.79

Claim by the Contractor: Proposed Rate: Rs.1268/ Cum (Rate Analysis provided).



Comments by Design Consultant (M/s VPCPL):

Filling inside was not anticipated due to basement, hence nominal quantity was considered. Market rate is 375/cum. BoQ estimated rate was 677/Cum.

Comments by PMC Part A (M/s Meinhardt):

Filling in Ramp, filling behind retaining walls is calculated based on actual measurements. This item has to be operated as an extra item and is erroneously claimed for material brought from outside. The backfilling is done with available material from inside and only labour and cartage is to be paid based on tax invoice provided.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

The quantities have exceeded 25% and hence the rate needs to be revised. The rate as per DAR is 892.90/Cum. The rates and acceptability shall be mutually agreed upon.

Decision by Tender Evaluation Committee

Based on the observations of PMC 'A', the contractor has withdrawn this claim, however, he mentioned that not all material was brought from inside.

Item 3.07 Item no. 3.07 Extra for additional height in centering.

Sr No	Description	BoQ Qty	Unit	Quoted Rate	Executed Quantity
3	FORMWORK Centering and shuttering including strutting, propping etc. and removal of form for				
3.07	Extra for additional height in centering, shuttering where ever required with adequate bracing, propping etc., including cost of de-shuttering and decentering at all levels, over a height of	360	Cum	1650	14437.97



Sr No	Description	BoQ Qty	Unit	Quoted Rate	Executed Quantity
	3.5 m, for every additional height of 1 metre or part thereof (Plan area to be measured). Suspended floors, roofs, landing, beams and balconies (Plan area to be measured) Engineer in charge in layers of 15 cm to 20 cm including watering and compaction etc. complete.				

Claim and justification by the Contractor:

The floor height for basement, ground and all upper floors are above 3.50M as per drawings. Hence, quantity executed is as per drawings. The rate analysis for this item has been worked out for 8 times repetition for project-specific use. Proposed Rate: Rs 1699/ Sqm. (Rate Analysis provided). The rate includes the material brought on site and the labour used in the process. The argument of VPCPL and WAPCOS for 40 times use cannot be made applicable for labour. The actual cost is Rs.77,67,106/- and the payment made is Rs.1,46,92,776/-

Comments by Design Consultant (M/s VPCPL):

We had considered this item in BOQ for those areas which were double / triple height of the floor height at Entrance of building, these were the only areas considered for this item.

We have also checked the claimed quantity of 14,641.26 sqm by HPPL and have found that the same is on the higher side even if we consider all areas claimed by HPPL then the actual area to be claimed is 13,879.39 sqm.

Comments by PMC Part A (M/s Meinhardt):

The floor height for basement, ground and all upper floors are above 3.50M as per drawings. Actual work done measurements have been taken for quantity justification. Also as the item specifies additional height above 3.50M for every 1M or part thereof, the actual floor heights have been taken. The quantity claimed has been verified and found correct.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

It is observed that item no. 3.07 has exceeded the approved Quantity of BOQ beyond the permissible limit. For variation upto 25%, BoQ rate may adopted. For variation beyond 25% the



rates and acceptability shall be mutually agreed upon as per agreement. As per DAR-2021 and Mumbai Cost index-2023 rate would be Rs 320.00/ Sqm.

Decision by Tender Evaluation Committee

It was decided that M/s HPPL has to provide the rate analysis bifurcating the material and labour charges. All the tax invoices for the same has to be submitted. Further discussions will be held in the next TEC meeting after submission of justified rate analysis by the contractor.

Extra Item 1: Material and labour for fixing of POP Hung Out (openable) window.

Claim by the contractor.

Proposed rate: 35233/ Sqm. Rate has been provided considering an entirely new window.

Comments by Design Consultant (M/s VPCPL):

All the items remaining same in the window item we would require the Rate analysis / break up for earlier quoted hardware with the new proposed hardware for comparison. All other items remain unchanged in the said item.

Comments by PMC Part A (M/s Meinhardt):

Hardware for top hung window has been provided in the tender item. In place old hardware new hardware rate shall be adopted. The original item of window shall remain the same. Deduction shall be done for the tender item as applicable for hinge and handle.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Items should be proposed for extra for using popup hinges (cost difference) in place of top hung hinges as remaining material used are available in BoQ items. The rate to be provided for extra hinge cost only.

Decision by Tender Evaluation Committee

It was decided that M/s HPPL has to provide the revised rate analysis considering only extra hinges and accessories to be used. Further discussions will be held in the next TEC meeting after submission of justified rate analysis by the contractor.



Extra Item 2: Basement Filling.

Claim by the contractor.

Proposed rate: Rs.3800/ Cum (Rate Analysis provided). Total executed quantity till date is 1055 Cum.

Comments by Design Consultant (M/s VPCPL):

The material supplied such as crushed sand and metal was used both in RCC as well as filling work. It is difficult to identify which material exclusively used for filling, hence the invoices could not be verified.

Comments by PMC Part A (M/s Meinhardt):

Material used was crushed sand and metal. Remaining part is machinery for shifting and rolling. Some local material was also used. The final amount works out to approximately Rs.2575/cum after verification of invoices date-wise.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Rate analysis has been checked and suitable rate is Rs.2750/cum

Decision by Tender Evaluation Committee

M/s HPPL disagreed on the rate of Rs.2750/ cum. However, M/s WAPCOS stated that upto 10% extra on the verified rate i.e Rs.2750/ Cum may be granted due to restricted access to basement internal areas. Hence, TEC decided for maintaining the cash flow, hindrance free work and in the interest of the progress of the project to approve the rate of Rs 3025/ Cum.

Extra Item 3: M30 compound wall with cement content not exceeding 350 kg/ cum

Claim by the contractor.

Rate Analysis is submitted for Rs.10,940 (Rate Analysis provided).

Comments by Design Consultant (M/s VPCPL):

If contractor is willing to execute M30 with higher cement consumption without cost to SEEPZ we have no issues in approving the design mix.



Comments by PMC Part A (M/s Meinhardt):

Cement content is 390kg/cum, which is high, hence mix design may be done for 360/370/380 kg/cum to check strength graph for the given material source. Also, the rate may be provided for 350kg/cum only since extra cement can be paid through the item of extra cement in quintals.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Rate analysis has been checked and as per DAR rate is Rs.9782/cum.

Decision by Tender Evaluation Committee

TEC decided that for maintaining the cash flow, hindrance free work and in the interest of the progress of the project, rate proposed based on DAR-2021 and Mumbai Cost Index- 2023 (excluding GST) Rs 9782/ Cum may be adopted.

(Adil Kotwal)

Member Working
Group, GJEPC

(Neville Tata)

Member Working
Group, GJEPC

(Haresh Dahilkar)

ADC, SEEPZ, SEZ

(Hanish Rathi)

ADC, SEEPZ, SEZ

(Manish Kumar)

ADC, SEEPZ, SEZ

(Y. Mangala)

PAO, SEEPZ, SEZ

(CPS Chauhan)

JDC, SEEPZ, SEZ

(R. K. Mishra)

DC, SEEPZ, SEZ

HP
PL

HARIOM PROJECTS PVT. LTD.

CIN : U45201GJ2003PTC042196

"SS" CLASS CONTRACTORS

Ref No – SEEPZ/CV/M -1

Date :- 23th September 2023

To,

The Development Commissioner

SEEPZ-Special Economic Zone Authority

Andheri East, Mumbai-400096.

23/673
28/09/2023

Subject:- Submission of Rate analysis (Revised) for RCC M:30 design mix concrete for compound wall

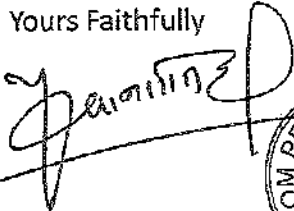
For MEGA CFC.

Respected Sir,

There are no items of RCC M:30 DESIGN MIX CONCRETE IN EXTERNAL DEVELOPMENT BOQ for construction of compound Wall for MEGA CFC. Hence rate analysis for RCC M:30 Design Mix concrete along with necessary documents are submitted for your approval, please.

Thanking you

Yours Faithfully



HARIOM PROJECTS PVT. LTD.

Encl : 17pages

1

RCC M30 FOR COMPOUND WALL

1. There are no items of M30 Design mix concrete for COMPOUND WALL IN EXTERNAL DEVELOPMENT BOQ. Hence the rate justification along with rate analysis with supporting document are enclosed herewith for approval.

[Handwritten Signature]
(contractor)



RATE ANALYSIS FOR DESIGN MIX M:30 GRADE REINFORCED CEMENT CONCRETE WORK FOR COMPOUND WALL.

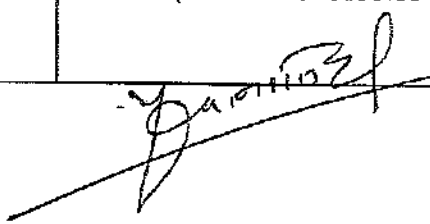
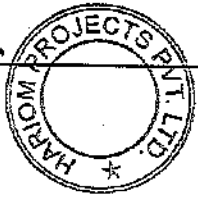
Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana/Ordinary Portland/Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering and finishing as per direction of the engineer-in-charge; for the following grades of concrete.

Note: Extra cement up to 10% of the minimum specified cement content in design mix shall be payable separately. In case the cement content in design mix is more than 110% of the minimum specified cement content, the contractor shall have discretion to either re-design the mix or bear the cost of extra cement.

2.02. All works above and below plinth level:

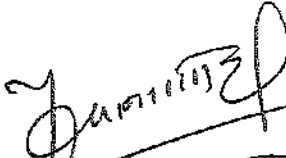

Concrete of M30 grade with minimum cement content of 391 kg /cum.

SL NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Details of cost for 1.00 cum				
	MATERIAL				
1	Stone Aggregate (Single size) : 20 mm nominal size . Rate Rs.=290.00(Material) + 400.00(Transportation) + 175.00(Royalty) = Rs.865.00 per MT. Rate per cum= 865 x 1.75MT/Cum = Rs.1513.17.(Rate as per GUNATIT MINES LLP Tax Invoice NO. G0033, Dated 30/04/2023).	Cum	0.57	1513.17	862.51
2	Stone Aggregate (Single size) : 10 mm nominal size. (Rate same as 20mm aggregate)	Cum	0.28	1513.17	423.69
5	Coarse sand (zone I). Rate Rs.=850.00(Material) + 400.00(Transportation) + 175.00(Royalty) = Rs.1425.00 per MT. Rate per cum= 1425 x 1.75MT/Cum = Rs.2493.75.(Rate as per GUNATIT MINES LLP Tax Invoice NO. G0033, Dated 30/04/2023).	Cum	0.43	2493.75	1059.84
7	Ordinary Portland Cement including 5% wastage.Rate Rs.304.68 per bag W/O GST as per TITAN CEMENT Bill NO.TT/23-24/098, Dated 19.06.23 (304.68X20=6093.60+5%=6398.28)	tonne	0.391	6398.28	2501.73

8	Unloading of Cement in store.	tonne	0.391	200.00	78.20
9	Loading of cement in tractor from store & unloading to RMC Plant.	tonne	0.391	420.00	164.22
10	Loading of cement in RMC Plant hopper.	tonne	0.391	600.00	234.60
11	Tractor for cement shifting from store to RMC Plant.	tonne	0.391	600.00	234.60
12	Arrangement for storing of cement.	Lumpsum			40.00
12	Admixture @ 1.00% (As per Design Mix) of cement= 390 x 1.00% = 3.90Kgs. Rate Rs.(10350.00/250)= Rs.41.40 per kg as per SONAM BUILDING PRODUCTS Invoice NO.SBP/22-23/4440, Dated 12 Jan-23.	Kg	0.391	41.40	16.19
13	<u>Production cost from RMC Plant, Carriage with TM, pumping to respective floors and laying in position.</u>				
	(A) Production cost of concrete by batch mix plant / ready mixed plant. -CPWD 2021 RATE.	Cum	1.00	400.00	400.00
	(B) Transit mixture (TM) charges of concrete including carriage for all leads and hire charges of TM. Rate derived from SAIPOOJA INFRA BILL NO. - RA 01/22-23, Dated 23.12.2022. TM -2 Nos.hire charges= Rs. 1,20,000.00 x 2 Nos = Rs.2,40,000.00 per month. Concrete qty delivered from 1st Nov 2022 to 31st July 2023= 7000.00 Cum, TM Hire charges from 1st Nov-2022 to 31st July 2023 =Rs.2,40,000.00 x 9 Months = Rs.21,60,000.00. Hence rate per cum =21,60,000.00 / 7000cum = 308.57 Say RS.300.00/Cum.	Cum	1.00	300.00	300.00
	(C) Pumping charges of concrete including carriage for all leads and hire charges of pump, piping work & accessories etc.-CPWD 2021 RATE.	Cum	1.00	210.00	210.00
14	<u>Labour for pouring, consolidating & curing</u>				0.00
	(A) Mason (average)	Day	0.17	919.23	156.27
	(B) Beldar	Day	2.00	814.44	1628.88
	(C) Bhisti	Day	0.90	858.05	772.25
	(D) Vibrator(Needle type 40mm)	Day	0.07	919.23	64.35

15	Sundries	L.S.	13.00	2.12	27.56	
16	TOTAL				9174.87	W
17	Add 1 % Water charges on "W"				91.75	
18	TOTAL				9266.62	X
19	Add 15% CPOH on "X"				1389.99	
20	TOTAL				10656.62	Y
21	Add Cess @ 1% on "Y"				106.57	
22	Cost per 1.00 cum				10763.18	
23	Say				10763.00	


~~CONTRACTOR~~


5

ORIGINAL

GUNATIT MINES LLP

H. No. 213, Bhopivali, Manda Village, Tal-Wada, Dist-Palghar, 421303
Mob : 9619900072,9545255929,9322280195

gunatitmines@gmail.com

GST NO : 27AATFG5973B1Z1 STATE CODE 27

Tax Invoice

M/s. HARIOM PROJECTS PRIVATE LIMITED
1-17/D, 1ST FLOOR, VISHRANT SOCIETY,
ALANDI ROAD, PUNE, PUNE, MAHARASHTRA,
MUMBAI
State Code : 27
GST No.: 27AABCH4446B1ZY

Invoice No. : G0033

Date : 30/04/2023

P.O. No. :

Date : / /

15/04/23 TO 30/04/23
4 TRIP

Sr.	HSN No	Description	Site	Unit	Quantity	Rate	GST%	Amount
1	2517	METAL - 1		MT	47.150	290.00	5.00	13673.50
2	2517	METAL - 2		MT	39.960	290.00	5.00	11522.40
3	2517	CONCRETE SAND		MT	78.345	850.00	5.00	66593.25
4	9965	TRANSPORTATION		MT	165.455	400.00	5.00	66182.00
5		R MATERIAL		MT	17.000	1700.00	5.00	28900.00

Taxable	Central Tax		State Tax		Interstate Tax	
Value	SGST%	Amount	CGST%	Amount	IGST%	Amount
186937.15	0.00		0.00		0.00	
	2.50	4673.43	2.50	4673.43	5.00	
	6.00		6.00		12.00	
	9.00		9.00		18.00	
	14.00		14.00		28.00	

Sub Total :	186937.15
SGST :	4673.43
CGST :	4673.43
IGST :	
Tot. GST :	9346.86
T.C.S. : 0.000% :	
Round Off :	-0.01

Bank : HDFC Bank LTD, Branch : Wada, Palghar
A/C No. : 50200044951309, IFSC : HDFC0002246

Rs.: One Lakhs Ninty Six Thousand Two Hundred Eighty Four Rupees Only.

Net Total : 196284.00

Terms and Conditions :

E & O E

- 1) Measurement at Our Quarry Site.
- 2) Payment After 15 Days Will Be Charged 24% Interest P.A.
- 3) No Responsibility Will Be Born After Despatch Of Goods.
- 4) Subject To Jurisdiction Only.



For. GUNATIT MINES LLP

[Receiver Signatory]

[Authorised Signatory]

Royalty Statement

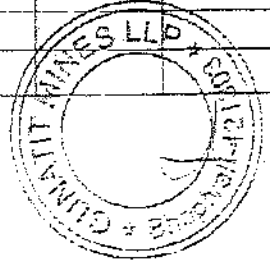
From : 25/04/2023 To : 30/04/2023

6

HARIOM PROJECTS PRIVATE LIMITED

Page : 1

Sr.	Date	V.No.	Ch.No.	Roy.No	METAL - 1	METAL - 2	CONCRET E SAND				Rate	Amount
1	25/04/23	MH48CQ0027	263	4779/8BR		39.960						
2	25/04/23	MH48CQ0018	265	5312/10B	47.150							
3	27/04/23	MH04LE3963	372	0000/8BR			39.150					
4	27/04/23	MH04LE5238	373	0000/8BR			39.195					
Total :					47.150	39.960	78.345					



ROYALTY

HARIOM PROJECT PRIVATE LIMITED

25/04/2023 TO 30/04/2023


Date	Sr no	Material	Net w	ETP	Royalty	Vehicle No	R Brass	T Brass
25-04-23	1	20MM	39.960	4779	4	MH48CQ0027	2	8
25-04-23	2	10MM	47.150	5312	5	MH48CQ0018	2	10
27-04-23	3	Concrete	39.150		4	MH04LE3963	2	8
27-04-23	4	Concrete	39.195		4	MH04LE5238	2	8
TOTAL							17	34

7

TAX INVOICE

TRITAN CEMENT

Opp. Ragnunath Park Compound, Velhe Road Marwoli Naka Bhivani - 423102
Ph. no : 2536939394 Mob : 9820150040 Email : soshane@gmail.com
GSTIN NO : 27ACCP56888E1Z3

Bill to Hart Om Projects Pvt Ltd Sez. Sreez Gate no-1 Andher East Mumbai 400093 GSTIN No. 27A9BCH444881ZV	Place of Supply Anchari Truck no : MH48CG1898	INVOICE No TT/25-24/698	Dated 19.08.23		
Description of Goods Zuar OPC Cement ADD CGST 14% ADD SGST 14% Round Off	25233910	QTY 200	Units Bag	RATE 304.55 14% 14%	Amount 60910.00 8527.10 8527.10
Total				78000.00	
Amount Chargeable (in words) Rupees : Seventy Eight Thousand only Company's PAN: ACCP56888E Bank Details : Bank Name : The Karuru Vysya Bank Ltd Thane Account Holder Name : Tritan Cement Account Number : 2408135906000943 IFSC Code : KVBL0002103				FOR TRITAN CEMENT  Proprietor	
SUBJECT TO TAXING JURISDICTION					



Mb. No: -9604035459

B & B CONSTRUCTION
PATHARI SONPURI GONDIYA MAHARASHTRA, 441916

RCC, BUILDING WORK

To,
Hariom Projects Pvt. Ltd
Mega CFC Seepz Site

Date: -29-11-2022

QUOTATION OF CIVIL WORK

Sr.No.	Particulars	Unit	Rate (Rs.)
1	Loading of Cement	/Bag	11.00
2	Unloading of Cement	/Bag	10.00
3	Loading of Cement in RMC Plant Hopper	/Bag	30.00
4	Tractor for cement shifting with Driver & Diesel	/Bag	30.00
5	Concrete Work on Built-up Area	/Sqf	31.00

Approved for work

Signature
(Hariom)

Signature
(B&B Constr.)

TAX INVOICE

9

Sonam Building Products - Shop No.5 Nr.Ravi Petrol Pump G.M. Road Chembur Mumbai-400089 GSTIN/UIN: 27ADYPR1425K1ZW State Name : Maharashtra, Code : 27 E-Mail : sonambuildpro@gmail.com	Invoice No. e-Way Bill No. Dated SBP/22-23/4440 12-Jan-23 Delivery Note Mode/Terms of Payment PO NO: HPPL/PO-SEEPZ/22-23/130 Reference No. & Date. Other References Buyer's Order No. Dated Dispatch Doc No. Delivery Note Date 1497 10-Jan-23 Dispatched through Destination CFC AT SPEEZ SEZ, ANDHERI Bill of Lading/LR-RR No. Motor Vehicle No. dt. 12-Jan-23 Terms of Delivery
Consignee (Ship to) HARIOM PROJECTS PRIVATE LIMITED 1-17/D, 1st FLOOR, VISHRANT SOCIETY, ALANDI ROAD, PUNE, Pune, Maharashtra,-411016 MOB:-8250499593 email:-hpplahmedabad@gmail.com GSTIN/UIN : 27AABCH4446B1ZY State Name : Maharashtra, Code : 27	
Buyer (Bill to) HARIOM PROJECTS PRIVATE LIMITED SITE :- HARIOM PROJECTS PRIVATE LIMITED SEZ, SEEPZ, GATE NO-1, ANDHERI EAST, MUMBAI-400093 EMAIL:-Hpplahmedabad@gmail.Com GSTIN/UIN : 27AABCH4446B1ZY State Name : Maharashtra, Code : 27	

SI No.	Description of Goods	HSN/SAC	Quantity	Rate (Incl. of Tax)	Rate	per	Amount
1	Complast SP430G8 DIS (250kg) INANK2 QCDA143	38244090	10 drum	12,213.00	10,350.00	drum	1,03,500.00
	OUTPUT CGST						9,315.00
	OUTPUT SGST						9,315.00
Total			10 drum				₹ 1,22,130.00

Amount Chargeable (in words) E. & O.E
Indian Rupees One Lakh Twenty Two Thousand One Hundred Thirty Only

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
38244090	1,03,500.00	9%	9,315.00	9%	9,315.00	18,630.00
Total	1,03,500.00		9,315.00		9,315.00	18,630.00

Tax Amount (in words) : **Indian Rupees Eighteen Thousand Six Hundred Thirty Only**

Company's PAN : ADYPR1425K Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.	Company's Bank Details Bank Name : Canara Bank A/c No. : 0232285005227 Branch & IFS Code : Amar Mahal Chembur-89 & CNRB0000232 for Sonam Building Products - Authorised Signatory
---	---

SUBJECT TO MUMBAI JURISDICTION
 This is a Computer Generated Invoice

30



SAIPOOJA INFRA

1st Floor 102, Kohinoor Cottage, Lalchakki Road Near Ambika Mandir, Ulhasnagar 4, Thane.
E-Mail ; ishikaenterprises1012@gmail.com

Tax Invoice

M/s. Hari Om Pvt Ltd

Address:

Hariom projects Pvt Ltd. seepz.
SEZ, Andheri Mumbai

Date: 23.12.2022

GSTIN NO GSTIN 27AABCH4446B1ZY

Pan/IT No.

Subject

INVOICE for Concrete Mixer on hire.

Bill No :

RA 01 /22-23

Work order No. & Date

Ref No

	PARTICULARS / DESCRIPTION as per BOQ in WO and also as per terms & conditions	WO Qty	Unit	Previous Quantity	Current Quantity	Total Quantity	Rate	Previous Amount	Current amount	Total Amount
A										
1	Hiring charges of Concrete mixer for (25 Working Days) For November & December 22.	2	MONTH	0	4	4	120000	0	480000	₹ 480,000

TOTAL Rs.									₹ 480,000.00	
ADD CGST @ 9%									₹ 43,200.00	
ADD SGST @9%									₹ 43,200.00	
LESS ADV(-)									₹ -141,600.00	
PAYABLE AMT									₹ 424,800.00	
Total Amount in Rs.									₹ 424,800	

IN WORDS : Four Lakh Twenty Four Thousand Eight Hundred Rupees Only

Corporation Bank THANA
 USERNAME - Saipooja Infra
 A/C NO/ 510101006334628
 IFS CODE - UBIN0933406
 GSTIN No.: 27JDRP59572L1Z3

SAIPOOJA INFRA

- HR Compliances Audit - Establishment / Factory / Contract Labours / Payroll
- Establishment Compliances Services (ECS)
- Payroll Management Support
- Labour Updates & Legal Consultation Support

Website :- www.pcsmgmt.com
 Blog :- blog.pcsmgmt.com
 Contact 022-28690310/9322230818



Minimum Wages in Maharashtra 01.07.2023 to 31.12.2023

Sr. No.	Schedule of Employment	Categories of workers	Special Allowance per month	Zone - I			Zone - II			Zone - III		
				Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages
(In Rupees per Month)												
1	Advocates or Attorneys	Skilled	1584	16620	1584	18204	15780	1584	17364			
		Semi skilled		15150	1584	16734	14310	1584	15894			
		Unskilled		14095	1584	15679	13255	1584	14839			
2	Agriculture Employment	On Machines	3382	6240	3382	9622	5980	3382	9362	5850	3382	9232
		Other		4680	3382	8062	2622	3382	6004	4030	3382	7412
3	Automobile Repairing	Skilled	7577	5500	7577	13077	5200	7577	12777	4900	7577	12477
		Semi skilled		5100	7577	12677	4800	7577	12377	4500	7577	12077
		Unskilled		4800	7577	12377	4500	7577	12077	4200	7577	11777
4	Bakeries	Skilled	4602	10100	4602	14702	9750	4602	14352	9350	4602	13952
		Semi skilled		9200	4602	13802	8800	4602	13402	8450	4602	13052
		Unskilled		8250	4602	12852	7900	4602	12502	7500	4602	12102
5	Bricks or Roof Tiles	Skilled	4992	8500	4992	13492	8200	4992	13192			
		Semi skilled		8000	4992	12992	7750	4992	12742			
		Unskilled		7500	4992	12492	7250	4992	12242			
6	Canteen & Clubs	Skilled	6608	7700	6608	14308	7400	6608	14008	7200	6608	13808
		Semi skilled		7000	6608	13608	6700	6608	13308	6500	6608	13108
		Unskilled		6500	6608	13108	6200	6608	12808	6000	6608	12608
7	Card board Boxes	Skilled	6598	4650	6598	11248	4400	6598	10998	4150	6598	10748
		Semi skilled		4400	6598	10998	4150	6598	10748	3900	6598	10498
		Unskilled		4150	6598	10748	3900	6598	10498	3650	6598	10248
8	Cashew Processing	Group I	4608	7500	4608	12108	Whole State of Maharashtra					
		Group II (A)		7000	4608	11608						
		Group III		6500	4608	11108						
9	Cement and Cement Based Industry	Skilled	6421	3710	6421	10131	3410	6421	9831	3110	6421	9531
		Semi skilled		3610	6421	10031	3310	6421	9731	3010	6421	9431
		Unskilled		3510	6421	9931	3210	6421	9631	2910	6421	9331
10	Chemical Fertilizers	Skilled	7332	5600	7332	12932	5400	7332	12732	5200	7332	12532
		Semi skilled		5100	7332	12432	4900	7332	12232	4700	7332	12032
		Unskilled		4600	7332	11932	4400	7332	11732	4200	7332	11532
11	Cinema Exhibition (Multiplex, Zone I and Zone II)			Multiplex			Zone - I			Zone - II		
		Skilled	6675	5500	6675	12175	5000	6675	11675	4500	6675	11175
		Semi skilled		5000	6675	11675	4500	6675	11175	4000	6675	10675
		Unskilled		4500	6675	11175	4000	6675	10675	3500	6675	10175
	Cleaning and Sorting of	Mukadam	132	240	132	372	Whole State of Maharashtra (Per Day)					

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- HR Compliances Audit - Establishment / Factory / Contract Labours / Payroll
- Establishment Compliances Services (ECS)
- Payroll Management Support
- Labour Updates & Legal Consultation Support

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 Contact 022-28690310/9322230818



Minimum Wages in Maharashtra 01.07.2023 to 31.12.2023

Sr. No.	Schedule of Employment	Categories of workers	Special Allowance per month	Zone - I			Zone - II			Zone - III		
				Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages
(In Rupees per Month)												
12	Onions	Unskilled		210	132	342						
		Part Time		126	132	258						
13	Cloth Dyeing & Printing	Skilled	7392	4900	7392	12292	4600	7392	11992			
		Semi skilled		4400	7392	11792	4100	7392	11492			
		Unskilled		4100	7392	11492	3800	7392	11192			
14	Construction of Roads / Building	Skilled	902	21860	902	22762	20990	902	21892	20125	902	21027
		Semi skilled		20345	902	21247	19457	902	20359	18610	902	19512
		Unskilled		19265	902	20167	18400	902	19302	17530	902	18432
15	Cotton Ginning & Pressing	Skilled	7103	5200	7103	12303	5000	7103	12103	4800	7103	11903
		Semi skilled		4700	7103	11803	4500	7103	11603	4300	7103	11403
		Unskilled		4200	7103	11303	4000	7103	11103	3800	7103	10903
16	Cycle Mechanic Work Shops	Skilled	6998	5500	6998	12498	5000	6998	11998			
		Semi skilled		5000	6998	11998	4500	6998	11498			
		Unskilled		4500	6998	11498	4000	6998	10998			
17	Dairy Industry	Skilled	7442	5500	7442	12942	5250	7442	12692	5000	7442	12442
		Semi skilled		5000	7442	12442	4750	7442	12192	4500	7442	11942
		Unskilled		4500	7442	11942	4250	7442	11692	4000	7442	11442
18	Dispensary	Skilled	6884	9000	6884	15884	8700	6884	15584	8000	6884	14884
		Semi skilled		8800	6884	15684	8300	6884	15184	7800	6884	14684
		Unskilled		8500	6884	15384	8000	6884	14884	7500	6884	14384
19	Drugs & Pharmaceuticals	Skilled	1054	16605	1054	17659	16000	1054	17054	15590	1054	16644
		Semi skilled		15185	1054	16239	14580	1054	15634	14170	1054	15224
		Unskilled		14170	1054	15224	13565	1054	14619	13155	1054	14209
20	Dyes & Chemicals	Skilled	4968	8200	4968	13168	7500	4968	12468	6500	4968	11468
		Semi skilled		7700	4968	12668	7000	4968	11968	6000	4968	10968
		Unskilled		7200	4968	12168	6500	4968	11468	5500	4968	10468
21	Eatable Tobacco	Skilled	6336	3700	6336	10036	Whole State of Maharashtra					
		Semi skilled		3200	6336	9536						
		Unskilled		3000	6336	9336						
22	Engineering Industry	Skilled	1054	16450	1054	17504	16045	1054	17099	15225	1054	16279
		Semi skilled		15025	1054	16079	14620	1054	15674	13805	1054	14859
		Unskilled		14010	1054	15064	13605	1054	14659	12795	1054	13849
23	Exercise Books	Skilled	5192	6000	5192	11192	5600	5192	10792	5200	5192	10392
		Semi skilled		5800	5192	10992	5400	5192	10592	5000	5192	10192

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Minimum Wages in Maharashtra 01.07.2023 to 31.12.2023

Sr. No.	Schedule of Employment	Categories of workers	Special Allowance per month	Zone - I			Zone - II			Zone - III		
				Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages
(In Rupees per Month)												
46	Printing Press	Unskilled	6421	8000	4800	12800	7300	4800	12100	6700	4800	11500
		Skilled		4600	6421	11021	4300	6421	10721	3700	6421	10121
		Semi skilled		4500	6421	10921	4200	6421	10621	3600	6421	10021
47	Public Motor Transport	Unskilled	7392	4400	6421	10821	4100	6421	10521	3500	6421	9921
		Skilled A		5700	7392	13092	5500	7392	12892			
		Skilled B		5500	7392	12892	5300	7392	12692			
		Skilled C		5300	7392	12692	5100	7392	12492			
		Semi skilled		4600	7392	11992	4400	7392	11792			
		Unskilled		4200	7392	11592	4000	7392	11392			
48	Readymade Garments	Skilled	6844	8600	6844	15444	8400	6844	15244	7900	6844	14644
		Semi skilled		7900	6844	14744	7700	6844	14544	7100	6844	13944
		Unskilled		7400	6844	14244	7200	6844	14044	6600	6844	13444
49	Rice Flour & Dal Mill	Skilled	7392	4600	7392	11992	4400	7392	11792			
		Semi skilled		4100	7392	11492	3900	7392	11292			
		Unskilled		3800	7392	11192	3600	7392	10992			
50	Rubber Balloon Manufacturing	Skilled	7392	4300	7392	11692	4200	7392	11592	4100	7392	11492
		Semi skilled		4100	7392	11492	3900	7392	11292	3800	7392	11192
		Unskilled		3800	7392	11192	3700	7392	11092	3600	7392	10992
51	Rubber Industry	Skilled	6608	7700	6608	14308	7400	6608	14008	7200	6608	13808
		Semi skilled		7000	6608	13608	6700	6608	13308	6500	6608	13108
		Unskilled		6500	6608	13108	6200	6608	12808	6000	6608	12608
52	Salt Pan Industry	Highly Skilled	6998	5000	6998	11998	Whole State of Maharashtra					
		Skilled		4600	6998	11598						
		Semi skilled		4300	6998	11298						
		Unskilled		4000	6998	10998						
53	Saw Mills	Skilled	4208	9450	4208	13658	9100	4208	13308	8750	4208	12958
		Semi skilled		8650	4208	12858	8300	4208	12508	7950	4208	12158
		Unskilled		7800	4208	12008	7500	4208	11708	7150	4208	11358
54	Seepz	Skilled	6024	6300	6024	12324	Whole State of Maharashtra					
		Semi skilled		5800	6024	11824						
		Unskilled		5300	6024	11324						
55	Shops & Commercial Establishments	Skilled	2678	11632	2678	14310	11035	2678	13714	10440	2678	13118
		Semi skilled		10856	2678	13534	10260	2678	12938	9664	2678	12342
		Unskilled		10021	2678	12699	9425	2678	12103	8828	2678	11506

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Minimum Wages in Maharashtra 01.07.2023 to 31.12.2023

Sr. No.	Schedule of Employment	Categories of workers	Special Allowance per month	Zone - I			Zone - II			Zone - III		
				Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages	Basic Wages	DA	Total Wages
(In Rupees per Month)												
56	Soaps & Cosmetics	Skilled	6608	7700	6608	14308	7400	6608	14008	7100	6608	13708
		Semi skilled		7000	6608	13608	6700	6608	13308	6400	6608	13008
		Unskilled		6500	6608	13108	6200	6608	12808	5900	6608	12508
57	Silver Industry	Skilled	7332	5500	7332	12832	5200	7332	12532			
		Semi skilled		5000	7332	12332	4800	7332	12132			
		Unskilled		4500	7332	11832	4300	7332	11632			
58	Steel Furnitures	Skilled	6608	7800	6608	14408	7600	6608	14208	7200	6608	13808
		Semi skilled		7100	6608	13708	6900	6608	13508	6500	6608	13108
		Unskilled		6800	6608	13408	6400	6608	13008	6000	6608	12608
59	Stone Breakings & crushings	Skilled	4290	9500	4290	13790	9100	4290	13390			
		Semi skilled		8500	4290	12790	8100	4290	12390			
		Unskilled		8000	4290	12290	7600	4290	11890			
60	Sweeper & Scavengers	Full Time	5610	10000	5610	15610	9750	5610	15360	9450	5610	15060
61	Tanneries & Leathers	Skilled	5184	9000	5184	14184	8500	5184	13684	8000	5184	13184
		Semi skilled		8500	5184	13684	8000	5184	13184	7500	5184	12684
		Unskilled		8000	5184	13184	7500	5184	12684	7000	5184	12184
62	Utensils	Skilled	7552	9200	7552	16752	9000	7552	16552	8500	7552	16052
		Semi skilled		8500	7552	16052	8300	7552	15852	7800	7552	15352
		Unskilled		8000	7552	15552	7800	7552	15352	7300	7552	14852
63	Local Authority Industry (Other than Village Panchayat)	Skilled	7840	14000	7840	21840	12000	7840	19840	11000	7840	18840
		Semi skilled		13000	7840	20840	11000	7840	18840	10000	7840	17840
		Unskilled		11500	7840	19340	10000	7840	17840	8500	7840	16340
64	Watch Straps	Skilled	7392	5500	7392	12892	5200	7392	12592	4900	7392	12292
		Semi skilled		5100	7392	12492	4800	7392	12192	4500	7392	11892
		Unskilled		4800	7392	12192	4500	7392	11892	4200	7392	11592
65	Wooden Furniture	Skilled	6608	7600	6608	14208	7400	6608	14008	7200	6608	13808
		Semi skilled		6900	6608	13508	6700	6608	13308	6500	6608	13108
		Unskilled		6400	6608	13008	6200	6608	12808	6000	6608	12608
66	Wooden Photo Frames	Skilled	6608	7700	6608	14308	7400	6608	14008	7200	6608	13808
		Semi skilled		7000	6608	13608	6700	6608	13308	6500	6608	13108
		Unskilled		6500	6608	13108	6200	6608	12808	6000	6608	12608

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Ref No – SEEPZ/SG/POP-1

Date :- 19th October 2023.

To,

The Development Commissioner

SEEPZ-Special Economic Zone Authority

Andheri East, Mumbai-400096.

234826
19/10/2023

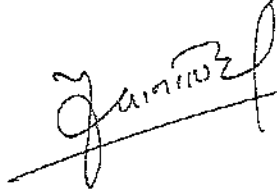
Subject:- Submission of rate analysis for extra item for – Supply and installation for popup window work for STRUCTURAL GLAZING WORK FOR MEGA CFC Building.

Respected Sir,

Rate analysis for extra item for – Supply and installation for pop window work for Structural Glazing Work for MEGA CFC Building is submitted herewith necessary supporting documents, please.

Thanking you

Yours Faithfully



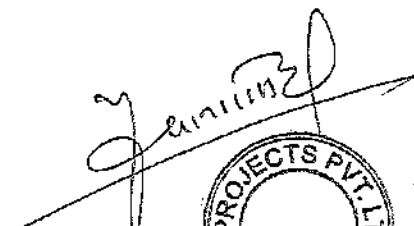
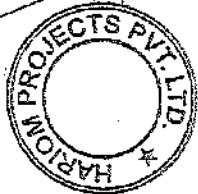
HARIOM PROJECTS PVT. LTD.

Encl : 04pages

①

RATE ANALYSIS FOR FAÇADE WORK POP WINDOW

SL NO.	ITEMS	QTY	UNIT	RATE	AMOUNT	
	<u>RATE ANALYSIS FOR ONE SQM.</u>					
1	Material and labour for fixing of POP Hung Out (operable) window, with accessories comprise of Aluminium outer frame and shutter frame with Euro grooves , all joints shall be sealed with small joint sealant. The outer frame fixed with necessary SS screws and weather sealant applied at outside and inside of profile duly Super Durable Powder coated (SDPC) as per architect approval. (RATE Rs.32,280.00 CONSIDERED FROM GLAZZIO INTERNATIONAL TAX INVOICE NO.18/2023-24, DATED 27.09.2023.	1	Sqm	32280.00	32280.00	
	Sub Total :-				32280.00	A
				Add 1% for water charges on A	322.80	B
				Total=A+B	32602.80	C
				Add 7% CPOH on C	2282.20	D
				Total=C+D	34885.00	E
				Add 1% Cess on E	348.85	F
				Total=E+F	35233.85	

TAX INVOICE

②



Glazzio
International

AZZIO INTERNATIONAL
(Formerly Known as Pratik Panels)
1st Floor, 217, Dattani Prism I,
Sector, Vasai (W), Palghar,
Maharashtra - 401202.
Email : info.glazziointl@gmail.com
Phone No : 9321658215
GSTIN : 27ANIPC7487Q124
PAN : ANIPC7487Q

ORIGINAL FOR RECEIPT

Invoice No. 18/2023-24
Invoice Date : 27-09-2023

Receiver (Bill to):
HARIOM PROJECTS PVT LTD
Z. Seepz, Gate No.-1,
Andheri-e, Mumbai 400093
State : MAHARASHTRA
Customer GSTN : 27AABCH4446B1ZY
Customer PAN : AABCH4446B

Delivery Address:-
HARIOM PROJECTS PVT LTD
MEGA-SEZ, Seepz, Gate No.-1,
Andheri-e, Mumbai 400093

S. No.	Particulars	SAC/HSN Code	UOM	Qty.	Rate	Percentage	Amount
	Supply & Installation for popup window work		Sq. Mtr	1.440	32280.00	100%	46,483.20
Total Amount							46,483.20
		SGST @	9.00%		4183.488		
		CGST @	9.00%		4183.488		
		Total Tax Amount					8,366.98
			Round off.				-0.18
		Gross Total					54,850.00

Words Fifty Four Thousand Eight Hundred Fifty Only.

Bank Details:
Bank : Glazzio International
Bank - Kotak Mahindra Bank
Branch - Wadala Branch

Account No : 9870082272
IFSC Code : KKBK0001477

Terms & Conditions
Our Risk & Responsibility ceases as soon as Material Leaves from our factory.
21% Interest will be charged on Bill remaining unpaid after our terms agreed.
Payment must be in our favour payee's A/C. Cheque or Demand Draft Only.

For Glazzio International

Authorized Signatory

GLAZZIO INTERNATIONAL
MEGA CFC PROJECT
POPOP OPENABLE VENT per window COSTING

Date 18.09.2023

SR NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	Remarks
1	Alumn. Outer Section	kgs	2.5	475	1,187.50	With Coating
2	Alumn. Inner Section	kgs	3.7	475	1,757.50	With Coating
3	Hinges 18 Inches	Pair	2	4500	9,000.00	
4	Hinges 36 Inches	Pair	1	8500	8,500.00	
5	Polymide Strip	Metre	1	255	255.00	
6	Multi Point	Nos	4	750	3,000.00	
7	Cross Multi point Handle	Pair	1	3900	3,900.00	
8	Silicone (Structural & Weather)	rmt	6	455	2,730.00	
9	EPDM	rmt	12	95	1,140.00	
10	Hardware	lumsun			750.00	
	Total				32,220.00	
	Transportation 3%				966.60	
	Labour charges				4,000.00	
	Gross Total				37,186.60	
	Gross Profit 25%				9,296.65	
					46,483.25	

Area 1200mm x 1200mm = 1.44 Sq.mtr
Per Sq.mtr Cost 32280/-

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Allarch India Pvt Ltd

G08, Suyog Indl Estate, Next To HCC, LBS Marg, Vikhroli (W), Mumbai - 400083

GST No- 27AAFCA1376B172

Date 29-09-2023

PROFORMA INVOICE

To,
M/s. Glazzio International
2/217, Dattani Prism
L.Sendor, vasai (w) 401202

Kind Attn:- Mr. Dhires Sir

SUBJECT : Price Quote for supply of

S.N.	PARTICULAR	Qty	Unit	Unit Price (INR)	Amount	GST 18%	Grand Total
1	SZ80B Multipoint Handle Black	1	Pair	3900	3900	702	4602.00
2	PE222400 Polymide Strip	1	Mtr	255	255	45.9	300.90
3	PE9980 Locking Point	4	No	750	3000	540	3540.00
4	18" Parallel Hinge	2	Pair	4500	9000	1620	10620.00
5	36" Parallel Hinge	1	Pair	8500	8500	1530	10030.00
							29092.90

Terms & Conditions:

1. Payment :-100% Advance
2. Delivery Terms :- Within 2-3 days from the date of receipt of confirm Purchase Order
3. Transport :- Extra at actuals
4. Unloading:- In your scope
5. Material once sold cannot be taken back.

Thanks & Regards

Authorised Signatory

(B)



Minutes of Tender Evaluation Committee (TEC) Meeting held on 27th October 2023 in respect of Extra items and BOQ Quantity variation for Mega CFC under the Chairmanship of Shri. R. K. Mishra, Development Commissioner, SEEPZ SEZ Authority

The following members were present: -

SEEPZ-SEZ:

- Shri. CPS Chauhan, Joint Development Commissioner, SEEPZ, SEZ.
Shri. Prasad Vanwantkar, Deputy Development Commissioner, SEEPZ, SEZ.
Smt. Y Mangala, PAO, SEEPZ, SEZ.
Shri. Manish Kumar, ADC, SEEPZ, SEZ.
Shri. Hanish Rathi, ADC, SEEPZ, SEZ.

GJEPC:

- Shri Adil Kotwal, Member, Working Group- Mega CFC
(GJEPC)(adil@creationewel.co.in)
Shri Neville Tata, Member, Working Group- Mega CFC (GJEPC)
(neville.tata@renaissanceglobal.com)

M/S VPCPL: Design Consultancy:

- Shri Kartik Punjabi (kartik.puniabi@vpcpl.co.in)- — Attended online
Shri Mehboob Patel

Deore Dhamne Architects .: PMC for Part B

- Smt. Shilpa Dhamne. (deoredhamne@gmail.com)
Shri. Rahul Borse. (dda.rahul@gmail.com)

WAPCOS Ltd: PMC for Statutory Compliances

- Shri Aditya Patidar (seepzsezwapcos@gmail.com)

- Shri Radhanath Basak (basakrn@gmail.com)

M/s GODREJ & BOYECE MFG CO LTD. (Interior Contractor Part-B):

- Shi Ravishekhar, shekharr@godrej.com
Shri Durgesh Divate, divated@godrej.com
Shri Pradeep Devra, devarap@godrej.com



The following points were discussed & decided during the meeting:

A. Compressor allied items- (Extra Items)

Sr no	Description	Unit	Anticipated Quantity
1	Cap End D40	pcs	2
2	MS Flange	pcs	2
3	Hex Nipple	pcs	4
4	Push Fit connector 1/2" x 10mm for FRL	pcs	122
5	FRL - 1/2" (40micron, 10 Bar) with wall mounting bracket	pcs	61
6	PU tube 7mmID x 10mm OD-50 Mtr for FRL	pcs	50

Reason for this extra work -

Due to change in requirement of GJEPC, communicated vide email dated 15 JUNE 2023, enclosed herewith for ready reference, the number of compressor supply points increased from 16nos to 64nos which were necessary to run the machinery on the 1st to 3rd floor. The above listed items are missing from the Godrej tender BOQ.

Contractor's Claim: -

Godrej submitted the quotation for the above listed as below

Sr no	Description	Unit	Proposed Rate
1	Cap End D40	pcs	Rs2,178.17
2	MS Flange	pcs	Rs3,175.00
3	Hex Nipple	pcs	Rs523.00
4	Push Fit connector 1/2" x 10mm for FRL	pcs	Rs122.34
5	FRL - 1/2" (40micron, 10 Bar) with wall mounting bracket	pcs	Rs3,803.78
6	PU tube 7mmID x 10mm OD-50 Mtr for FRL	pcs	Rs139.15

Comments by Design Consultant (VPCPL): -

The compressor extra items are due to the extra requirement of machines finalised by GJEPC. PMC B to cross check rates with vendor

Comments by PMC Part-B (Deore Dhamne Architects): -

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08/11/2023



The items proposed are non DSR items, and there are very few original Manufactures in the market. Considering the stringent time lines, the rates submitted by M/S Godrej are acceptable on Tax invoice and 7.5% of profit on tax invoice.

Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit the tax invoices from the sub-vendor before releasing the payment.

Decision by Tender Evaluation Committee: -

The Committee approved this extra scope of work completed by Godrej at the rates claimed by M/S Godrej as listed above.

B. Electrical– (Extra Items)

Sr no	Description	Unit	Anticipated Quantity
1	Lucent Edge Lens 35W LED SUSPENED FIXTURES WITH LENCE FOR CEO CABIN	No.	3
2	UPS Outgoing Panel	No.	1
3	MCB for Compressor – 80Amp.	No.	2
4	SITC of X Rail Lights	No.	127

Reason for this extra work: - The GJEPC has given the requirement vide email dated 21 June 2023, the same is enclosed herewith.

Sr No	Reasons for extra item
1	The item is not appearing in the Godrej BOQ, and this is new requirement by GJEPC.
2	This item has cropped up due to new requirement of additional UPS for machinery by GJEPC. This electrical panel is essential part functioning of the UPS.
3	As the capacity of the compressor revised the requirement of MCB is as per the revised design.
4	The lights are needed to be installed on 5 th floor exhibition area along with the ceiling of Wipro brand.

Contractor's Claim: -

Electrical					
Sr No	DESCRIPTION	QTY	UNIT	Proposed Rate (Rs)	Total (Rs)
1	Lucent Edge Lens 35W LED SUSPENED FIXTURES WITH LENCE FOR CEO CABIN	3	No.	20,500.00	61,500.00



2	UPS Outgoing Panel	1	No.	307364.12	3,07,364.12
3	Supply installation of 80 Amp MCB along with enclosure with all mounting hardware and accessories.	2	No.	18213.27	36,426.54
4	SITC of X Rail Lights Supply installation testing commissioning of 30W techzone slim LED luminaire 4ft 5700K CCT - Techzone slim LED luminaire	127	No.	8150	10,35,050.00
Total					14,40,340.66

The contractor has claimed above rates which includes 7.5% profit on the tax invoice of the vendor.

Comments by Design Consultant (VPCPL): -

Following item wise comments were submitted by VPCPL.

Sr No	Comments by VPCPL
1	Instead of item no 8.179 this is being used . Rate seems high and market rate is approx. 10000 Rs
2	This is additional requirement as per GJEPC as they wanted their machineries' to be on UPS too & rate should be as per work ordered BOQ
3	If the MCCB 80Am than the price will be 15000/- PMC need to check the MCCB detail rating
4	light rate approx. 5900 Rs so 6500 Rs seems to be an ok rate

Comments by PMC Part-B (Deore Dhamne Architects): -

Sr No	Comments by Deore Dhamne Architects
1	As this is the new requirement and the sample is selected and approved by GJEPC.
2	Due to new requirement of additional UPS for machinery by GJEPC, the item is essential for machinery functioning.
3	As the capacity of the compressor revised the requirement of MCB is as per the revised design.
4	The lights are needed to be installed on 5 th floor exhibition area along with the Ceiling of Wipro brand.

Considering the stringent time lines, the rates proposed by M/S Godrej are acceptable with 7.5% of profit on tax invoice.

Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit the tax invoices from the sub-vendor before releasing the payment.

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Decision by Tender Evaluation Committee: -

Considering the current status of the work and the importance of completing the activity of the building the Committee approved the rates proposed by M/S Godrej as listed above. Invoices to be verified by PMC for each item.

C. Camera Stand – (Extra Item)

Sr no	Description	Unit	Anticipated Quantity
1.	Supply installation of camera stand of 25 mm Dia MS Pipe material up to 1500mm adjustable height with powder coated in silver colour.	No.	120

Reason for this extra work –

CCTV cameras are located at several locations inside the building which are needed to be installed, the BOQ item of CCTV camera do not include any stand for it. This height adjustable will enable the CCTV camera to be installed at the suitable height while suspended from the ceiling.

Contractor's Claim: -

As the item is not appearing in DSR the rate is claimed at market rate at Rs.3450/No.

Sr No	DESCRIPTION	QTY	UNIT	Rate	Total
1	Supply installation of camera stand of 25 mm Dia MS Pipe material up to 1500mm adjustable height with powder coated in silver colour.	120	No.	Rs.3450	Rs.4,14,000/-
	Total				Rs 4,14,000/-

Comments by Design Consultant (VPCPL): -

The market price of Camera stand is Rs.1000/No. PMC need to cross check the numbers. After discussion the committee asked the VPCPL to resubmit the comments in a day or two. The comments are received on via email dated 06 NOV 2022. Which mentions "in BOQ camera was consider to fix on grid or gypsum ceiling. Since the design have mostly open ceiling concept, camera stand was required. This could be consider in item no 8.22 in electrical (Supply, fabrication and installation of structural support)."

Comments by PMC Part-B (Deore Dhamne Architects): -

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As commented by VPCPL there is no BOQ item No 8.22, however as per description the item will be 8.219, in our opinion this item is not appropriate for camera stand.

Hence we are of the opinion that as the item is not appearing in the DSR, the rate claimed by contractor of Rs3450/No is including profit of 7.5% over the quotation, hence acceptable.

Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit the tax invoices from the sub-vendor before releasing the payment.

Decision by Tender Evaluation Committee: -

Considering the current status of the work and the importance of completing the activity of the building the Committee accepted the rate of Rs.3450/No.

D. Rework: -

Sr no	Description	Unit	Anticipated Quantity
1	Dismantling of ducting and supporting element from transformer & electrical room	Lot	1
2	Modification of ducting at first floor Toilet & AHU Room	Lot	1
3	Removing & refixing of firefighting pipes with their supporting elements rework for Truss, 4th floor & 5th Floor for façade area	Lot	1

Reason for this extra work –

During the various site visit and time to time instructions the above listed 3 reworks were ordered to the contractor M/S Godrej.

1. For Sr No1.- As per the requirement of Adani Power, the ducts provided in the transformer room are instructed to be removed.
2. For Sr No2. - At the 1st floor Gents toilet, the required head room of 2.440 mtr. was not there due to size of the AHVAC duct. Hence modification was necessary to get the required head room.
3. For Sr No3.- On the 4th and 5th floor the fire sprinkler at the periphery of the façade were needed to be shifted back. The work of cutting the pipe and the refixing the same was necessary.

Contractor's Claim: -



Sr No	DESCRIPTION	QTY	UNIT	Rate	Total
1	Removing & refixing of firefighting pipes with their supporting elements rework for Truss, 4th floor & 5th Floor for façade area	1	Lot	Rs.48,000.00	Rs.48,000.00
2	Dismantling of ducting and supporting element from transformer & electrical room	1	Lot	Rs.32000	Rs.32,000.00
3	Modification of ducting at first floor Toilet & AHU Room	1	Lot	Rs.1,40,000.00	Rs.1,40,000.00
Rework Total Amount					Rs.2,20,000.00

Comments by Design Consultant (VPCPL): -

Following item wise comments were submitted by VPCPL.

Sr No	Comments by VPCPL
1	Rate quoted in lot, need proper break up
2	Rate quoted in lot, need proper break up
3	Quoted rate is Lot amount claimed which is not justified we would need some break up

Comments by PMC Part-B (Deore Dhamne Architects): -

The item is not appearing in the DSR, the rate claimed by contractor for the lot can be accepted, as the rate are based on 7.5% profit on vendor quotation is reasonable.

Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit the tax invoices from the sub-vendor before releasing the payment.

Decision by Tender Evaluation Committee: -

Considering the volume of the work and the size of the project the Committee noted that such reworks are obvious and Godrej should not have claimed the small amounts. On this, Godrej team requested that out of 3 items, the Sr No3 of Modification of duct may be considered for approval.

The Committee accepted the request of Godrej and approved the above claim for Sr No- 3 of Modification of duct for the amount of Rs.1, 40,000/- in total.

E- 3rd Floor Air Conditioning-



Reason for this extra work – This is a complete new requirement of GJEPC. During the previous TEC meeting the committee had decided to have a joint meeting with the refinery vendor to get better understanding of the requirement. After the meeting with refinery vendor, the GJEPC members have revised the requirement which has reduced the AC requirement from 26HP that require 8 VRF system to 8HP with 3VRF.

Contractor's Claim: -

Sr.No	Description	Qty	Unit	Rate (Rs)	Amount (Rs)
1.1	VRF SYSTEM SUPPLY OF HIGH SIDE VRF SYSTEM INDOOR UNITS OF VRF SYSTEM FLOOR MOUNTED / WALL MOUNTED / CONCEALED / DUCTABLE/CASSETTE TYPE INDOOR UNITS Supply, installation, testing & commissioning Supply, Installation, Testing & Commissioning of Hi Wall mounted type / Ceiling mounted Cassette / Ductable type indoor units having galvanized steel plate casing. The unit shall be insulated with sound absorbing thermal insulation material, Polystyrene / Polyethylene foam. The unit shall be supplied with suitable decorative panel & resin net filter with Mold resistance (including ducted units). The unit shall be supplied with drain hose, clamp metal, washer fixing plate, sealing pads, screws, clamps, washer for hanging bracket & insulation for fitting. All units shall be supplied with minimum 3 speed control fan motors from the remote controllers Note: Actual Capacity to be as per Outside DB - 40°C , Inside DB - 23°C (Make- Carrier)				
1.2	4 Way Cassette 2 TR	3	NOS	58,764.25	1,76,292.75
2	OUTDOOR UNITS OF VRF SYSTEM Supply, installation, testing & commissioning Supply, Installation, Testing & Commissioning of Compact Air Cooled type outdoor units of VRV system having hermetically sealed scroll type compressors & separate 1# inverter compressor, condenser coil fabricated from Seamless Copper tube & Plate type Al. Fins of Multi Row, Axial Flow, upward throw condenser fan, Condenser fan - motor unit, insulated refrigeration piping, power / control wiring, and earthing, external wiring between Indoor & Outdoor units. All coils and accessories exposed shall be protected with Bygold or equivalent anti corrosion coating having minimum 2 years leakage warranty. Each Outdoor units with High Pressure switch, Fan driver overload protector, Over current relay, Inverter Overload Protector & Fusible Plug. The unit shall be suitable for 415 ± 10 % volts, 50 Hz, 3 phase AC supply, and IP 55 protection. The cost of ELCB should be included. (It should include all cost related to Lifting, Shifting of Equipments to the desired location and cost of Supporting M. S structure, duly painted with 2 coats of epoxy paint required for installation of the equipment at site, catwalk for maintenance, safety railing and hooks.)				

02/11



Note: Actual Capacity to be as per Outside DB - 40°C , Inside DB - 23°C					
2.1	VRF TOP DISCHARGE ODU - 8 HP'	1	NOS	3,94,017.34	3,94,017.34
					-
3	SITC of Refnet - Ref Joint	2	NOS	4,368.00	8,736.00
	For Indoor Units				-
5	Copper cable				-
	Supply, Installation, Testing & Commissioning of high pressure copper refrigerant piping suitable for R410 equivalent refrigerant of suitable size as required and duly insulated with 19mm/13mm thick class "O" closed cell elastomeric insulation.	80	RMT	2,947.20	2,35,776.00
6	Supply, installation, testing & commissioning of communication cable - Shielded (3C X 1.5 SQMM) in Rigid PVC conduits	160	RMT	274.51	43,921.60
					-
7	Supply, installation, testing & commissioning of Power Cable flexible from Top pin plug to unit (3C X 2.5 SQMM) flexible copper along with termination and dressing	10	RMT	275.52	2,755.20
					-
8	Supply, installation, testing & commissioning of Power Cable from MCB to ODU unit (4C X 16SQMM) Armoured copper along with termination and dressing	5	RMT	2,433.76	12,168.80
					-
9	Drain Pipe				-
	Supply, installation, testing & commissioning, providing and fixing rigid UPVC Condensate Drain piping complete with fittings, supports and floor trap as per specifications and duly insulated with 6 mm thick closed cell insulation.	40	RMT	287.84	11,513.60
					-
10	ODU Stand (Table top)				-
	Supply & installation of MS ODU stand complete with 2 coat of antirust primer & final paint.	1	NOS	14,416.64	14,416.64
					-
11	Refrigerant Gas Charging R 410 a				-
	Supply, installation, testing & commissioning Refrigerant Gas as per OEM approved gas qty 22 HP Capacity	8	KG	1,457.05	11,656.40
					-
12	Supply, Installation Testing & Commissioning of GI perforated tray for laying of copper refrigerant pipes & drain pipe supports at 1m interval.				-
	200 mm wide x 50 mm Height	80	RMT	733.60	58,688.00
					-
13	Electrical earthing & ODU Industrial MCB Enclosure	1	Lot	25,000.00	25,000.00
Total Amount (Rs)					9,94,942.33

07/11



Comments by Design Consultant (VPCPL): -

During the meeting the VPCPL has mentioned that the quotation is under review and comments will be submitted in a day or two. The comments are received on 3rd NOV 2023 via email and the same is as follow,

Sr.No	Description	Qty	Unit	Rate	Total	VPCPL REMARKS
1.1	VRF SYSTEM					
	SUPPLY OF HIGH SIDE VRF SYSTEM INDOOR UNITS OF VRF SYSTEM FLOOR MOUNTED / WALL MOUNTED / CONCEALED / DUCTABLE/CASSETTE TYPE INDOOR UNITS Supply, installation, testing & commissioning Supply, Installation, Testing & Commissioning of Hi Wall mounted type / Ceiling mounted Cassette / Ductable type indoor units having galvanized steel plate casing. The unit shall be insulated with sound absorbing thermal insulation material, Polystyrene / Polyethylene foam. The unit shall be supplied with suitable decorative panel & resin net filter with Mold resistance (including ducted units). The unit shall be supplied with drain hose, clamp metal, washer fixing plate, sealing pads, screws, clamps, washer for hanging bracket & insulation for fitting. All units shall be supplied with minimum 3 speed control fan motors from the remote controllers Note: Actual Capacity to be as per Outside DB - 40°C , Inside DB - 25°C (Make- Carrier)					as per Godrej BOQ 2 TR machine cost is 36611/- per unit vendor can go with BOQ rate
1.2	4 Way Cassette 2 TR	3	NOS	58,764.25	1,76,292.75	
2	OUTDOOR UNITS OF VRF SYSTEM Supply, installation, testing & commissioning Supply, Installation, Testing & Commissioning of Compact Air Cooled type outdoor units of VRV system having hermetically sealed scroll type compressors & separate 1# inverter compressor, condenser coil fabricated from Seamless Copper tube & Plate type Al. Fins of Multi Row, Axial Flow, upward throw condenser fan, Condenser fan - motor unit, insulated refrigeration piping, power / control wiring, and earthing, external wiring between Indoor & Outdoor units. All coils and accessories exposed shall be protected with Bygold or equivalent and corrosion coating having minimum 2 years leakage warranty. Each Outdoor units with High Pressure switch, Fan driver overload protector, Over current relay, inverter Overload Protector & Fusible Plug. The unit shall be suitable for 415 ± 10 % volts, 50 Hz, 3 phase AC supply, and IP 55 protection. The cost of ELCB should be included. (It should include all cost related to Lifting, Shifting of Equipments to the desired location and cost of Supporting M. S structure, duly painted with 2 coats of epoxy paint required for installation of the equipment at site, catwalk for maintenance, safety railing and hooks.) Note: Actual Capacity to be as per Outside DB - 40°C , Inside DB - 25°C				0.00	
2.1	VRF TOP DISCHARGE ODU - 8 HP	1	NOS	3,94,017.34	3,94,017.34	Vendor can go with 250000/-
					0.00	
3	SITC of Refnet - Ref Joint For Indoor Units	2	NOS	4,368.00	8,736.00	Vendor can go with 3715/-
					0.00	
5	Copper cable				0.00	
	Supply, Installation, Testing & Commissioning of high pressure copper refrigerant piping suitable for R 410a/equivalent refrigerant of suitable size as required and duly insulated with 19mm/13mm thick class "O" closed cell elastomeric insulation.	80	RMT	2,947.20	2,35,776.00	Vendor can go with 2300/-
					0.00	
6	Supply, installation, testing & commissioning of communication cable - Shielded (3C X 1.5 SQMM) in Rigid PVC conduits	160	RMT	274.51	43,921.60	as per Godrej BOQ cost is 172/- per Rmt vendor can go with BOQ rate
					0.00	
7	Supply, installation, testing & commissioning of Power Cable flexible from Top pin plug to unit (3C X 2.5 SQMM) flexible copper along with termination and dressing	10	RMT	275.52	2,755.20	Vendor can go with 235/-
					0.00	
8	Supply, installation, testing & commissioning of Power Cable from MCB to ODU unit (4C X 16SQMM) Armoured copper along with termination and dressing	5	RMT	2,433.76	12,168.80	Vendor can go with 2000/-







					0.00	
9	Drain Pipe				0.00	
	Supply, installation, testing & commissioning, providing and fixing rigid UPVC Condensate Drain piping complete with fittings, supports and floor trap as per specifications and duly insulated with 6 mm thick closed cell insulation.	40	RMT	287.84	11,513.60	as per Godrej BOQ cost is 40 mm dia pipes - 300/- RMT 32 mm dia pipes - 268/- RMT 25 mm dia pipes - 252/- RMT This quoted item pipe dia not mentioned, vendor can go with BOQ rate as per Pipe dia
					0.00	
10	ODU Stand (Table top)				0.00	
	Supply & installation of MS ODU stand complete with 2 coat of anti-rust primer & final paint.	1	NOS	14,416.64	14,416.64	Vendor can go with 10000/-
					0.00	
11	Refrigerant Gas Charging R 410 a				0.00	
	Supply, installation, testing & commissioning Refrigerant Gas as per OEM approved gas qty 22 HP Capacity	8	KG	1,457.05	11,656.40	Vendor can go with 1250/-
					0.00	
12	Supply, Installation Testing & Commissioning of GI perforated tray for laying of copper refrigerant pipes & drain pipe supports at 1m interval.				0.00	
	200 mm wide x 50 mm Height	80	RMT	733.60	58,688.00	Vendor can go with 650/-
					0.00	
13	Electrical earthing & ODU Industrial MCB Enclosure	1	Lot	25,000.00	25,000.00	Vendor can go with 15000/-
Total Basic Amount					9,94,942.33	

Comments by PMC Part-B (Deore Dhamne Architects): -

The item is not appearing in the DSR. The rate claimed by contractor for the lot can be accepted, as the rates are based on 7.5% profit on vendor tax invoice which is reasonable.

Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit the tax invoices from the sub-vendor before releasing the payment.

Decision by Tender Evaluation Committee: -

Considering the current status of the work and the importance of completing the activity of the building the Committee have approved the rates proposed by M/S Godrej as listed above.



F- BOQ Quantity variation :-

The various items of BOQ Quantity variation were presented to the Committee , it was observed that most of the rates are increased by more than 30%, hence the Committee instructed that the contractor should submit the quotation / purchase order or tax invoice of the vendor and quantity variation needs to be verified by PMC 'B' and justification in change is quantity to be given by VPCPL. The item wise, with due justification on increase in quantity and rate should be presented before TEC in its next meeting for discussion and decision in the matter.

(Shri. Adil Kotwal)
Member, Working Group-(GJEPC)

(Shri. Ravi Menon)
CEO Mega CFC

(Shri. Neville Tata)
Member, Working Group-(GJEPC)

(Shri. Hanish Rathi)
ADC, SEEPZ, SEZ

(Shri. Manish Kumar)
ADC, SEEPZ, SEZ

(Smt. Y Mangala)
PAO, SEEPZ, SEZ

(Shri. Prasad Varwantkar)
DDC, SEEPZ, SEZ

(Shri. CPS Chauhan)
JDC, SEEPZ, SEZ

(Shri. R. K. Mishra)
DC, SEEPZ, SEZ



UPS Requirement email from GJEPC

From: Abhishek Shelar <abhishek_shelar@gjepcindia.com>
Sent: 21 June 2023 17:25
To: mehboob.p@vpcpl.co.in; VPCPL MUMBAI-MANISH PANDIT <manish.pandit@vpcpl.co.in>
Cc: Jayesh Panchal <jayesh.panchal@gjepcindia.com>
Subject: UPS Requirement

Dear Manish ji,

As per discussion, I am sending you the list of machines which requires UPS Provision.

These machines require UPS provision	
Machine Type	Qty.
Gold Casting	1
Platinum Casting	1
Continuous Casting	1
3D Metal Printer	2
Atomiser	1
CAM (Resin)	1
CAM (WAX) - CPX	2
CAM (Resin)	2
Ceramic Printing Machine	1
Trace Metal Analysis ICP OES	1

Thanks & Regards,
Abhishek Shelar

Camera Stand- VPCPL comments.



VPCPL Rohan Wagh

To me, Deora, kortikpunjabi, Jayanti, Mehroob, VPCPL

Mon, Nov 6, 7:07 PM (15 hours ago) ☆ ↶ ⋮

Dear Rahul,

With reference to the trailing mail & our discussion, please find attached Godrej MEP Deviation file with VPCPL remarks for your review and also please cross check quantity wherever is increased or decreased.

As discussed on Godrej L&I Variation / Deviation BOQ (Engineering BOQ), where PART B PMC is waiting for detail documents from Godrej, kindly take the proper documents with each item quantity break-up where & which area they consider and how much they executed till date for us to better understand.

Camera Stand – in BOQ camera was consider to fix on grid or gypsum ceiling. Since the design have mostly open ceiling concept, camera stand was required. This could be consider in item no 8.22 in electrical (Supply, fabrication and installation of structural support).

...



Compressor extra requirement email form GJEPC.

From: Jayesh Panchal <jayesh.panchal@gjepecindia.com>

Sent: 15 June 2023 18:05

To: Geore Dhemne <geore.dhemne@gmail.com>; Rav Shekhar <shkhar@godrej.com>

Cc: Adil Kotwal <adil.kotwal@swel.co.in>; Akshay Bhalekar <akshay.bhalekar@surmountenergy.com>; Alok Pasi <alok.pasi@gjarsindia.com>; Avinash Raj HS <avinash@avinash.net>; Avinash Yadav <ayadav@godrej.com>; Bobby <bobby@swel.co.in>; Colin Shah <colin.shah@rajajewelry.com>; Deepika Tandon <deepika.tandon@gjepecindia.com>; Development Commissioner SEEPZ Special Economic Zone <seepz.maharashtra.in>; Engg Dept @ ARA <engg@avinash.net>; GS Bhandari <gs.bhandari12@nic.in>; Harsharan Kaur <harsharan.kaur@surmountenergy.com>; JOC SEEPZ MUMBAI <jocseepz.mumbai@nic.in>; Jayanti Purjebi <jayanti.purjebi@swel.co.in>; Kenik <kenik.kunik@swel.co.in>; UCHRDOP@VPCPL_CZ.IN; Manish Pandit <manish.pandit@vpcpl.in>; Neville Tata <neville.tata@necessariaindial.com>; Rahul Borse <rb@rahulb.com>; Ravi Menon <ravi.menon@swel.co.in>; Riyaz Mujawar <riyaz.m@avinash.net>; Abhishek Shelar <abhishek.shelar@gjepecindia.com>

Subject: RE: Mega CFC-GFC Drawings

THIS IS AN EXTERNAL EMAIL. Do not click any links or open any attachments unless you trust the sender and know the content is safe. To report phishing email, connect with Cyber Security team on infosec@godrej.com.

Hi All,

Below is the answers written in BLUE for your reference

Regards,

Jayesh Panchal
Technical Head

Mega CFC - An initiative by the Ministry of Commerce, India & GJEPC
Business Facility Centre (BFC) Building
Office No. 3, 3rd Floor, Seepz, Andheri (E)
Mumbai - 400 083
Phone - 91 9867023505
Email: jayesh.panchal@gjepecindia.com
Web: www.gjepec.com | FIC - 120103141056060015482

On Wed, 14 Jun 2023 at 10:38 AM, Ravi Shekhar <shkhar@godrej.com> wrote:

Minutes of Meeting Compressor Scope

• Wednesday 13.06.2023 -

Attendees -

Mega CFC - Mr. Jayesh
PMC B - Mr. Rahul
VPCPL - Mr. Mehboob
Godrej - Mr. Rav Shekhar, Mr. Durgesh, Mr. Vikas, Mr. Kiran

Following points were discussed -

1. Total number of points are fixed i.e., 61 Yes that's required
2. GJEPC will confirm desired compressor capacity is sufficient or 61 points or not. Yes its required
3. The number of drops/points discussed in today's meet i.e. 61 is final and their location on each floor is defined. The pipe header dia shall be dependent on the above confirmation.
4. For the installation of the earlier offered CPVS 40-PM compressor package we shall need 3 mtrs x 2 mtrs space. Height should be atleast 3 mtrs. Yes CPVS 40-PM
The typical flow diagram will be as under :
Compressor => 1 m3 Receiver => Prefilter - 1 micron => CPZ250 Ref Dryer => Fine filter - 0.01ppm
5. The area should be well ventilated, relatively free of dust and with protection from rain & sun, Ducting if required for removal of hot air would be in clients scope.
6. We need a Flat levelled floor
7. GA drawing for Compressor, receiver & dryer will be provided for your reference once size is confirmed.
8. Recommended cable size, SFU/MCB size to be provided by client shall be communicated once the compressor model is confirmed.
9. We can provide Janatics make Flow regulators (FRL) at each point if mentioned by you in your BQQ. Confirmation required. Yes we need FRL



Minutes of Tender Evaluation Committee (TEC) Meeting held on 08 NOVEMBER 2023 in respect of Laboratory Furniture for Mega CFC under the Chairmanship of Shri. R. K. Mishra, Development Commissioner, SEEPZ SEZ Authority

The following members were present: -

SEEPZ-SEZ:

- Shri. CPS Chauhan, Joint Development Commissioner, SEEPZ, SEZ.
Shri. Prasad Vanwantkar, Deputy Development Commissioner, SEEPZ, SEZ.
Smt. Y Mangala, PAO, SEEPZ, SEZ.
Shri. Hanish Rathi, ADC, SEEPZ, SEZ.

GJEPC:

- Shri. Adil Kotwal, Member, Working Group- Mega CFC
(GJEPC)(adil@creationjewel.co.in)
Shri. Bobby Kothari, Member, Working Group- Mega CFC (GJEPC)
(bobby@jewellexindia.com)

M/S VPCPL: Design Consultancy:

- Shri. Kartik Punjabi (kartik.puniabi@vpcpl.co.in)- — Attended online
Shri. Mehboob Patel

Deore Dhamne Architects .: PMC for Part B

- Smt. Shilpa Dhamne. (deoredhamne@gmail.com)
Shri. Rahul Borse. (dda.rahul@gmail.com)

WAPCOS Ltd: PMC for Statutory Compliances

- Shri. Aditya Patidar (seepzsezwapcos@gmail.com)
Shri. Radhanath Basak (basakrn@gmail.com)

M/s GODREJ & BOYECE MFG CO LTD. (Interior Contractor Part-B):

- Shri. Avinash Yadav, ay@godrej.com
Shri. Ravishekhar, shekharr@godrej.com
Shri. Durgesh Divate, divated@godrej.com
Shri. Pradeep Devra, devarap@godrej.com



M/S Godrej has submitted the quotation and the same was discussed during the war room meeting, the GJEPC member informed that the procurement of laboratory furniture should be taken on priority. The drawing and details are sheared by the Godrej and the same has been reviewed and approved by the design consultant.

As the laboratory furniture is a special customized furniture as per the space available and the requirement and the type of test conducted in the laboratory. There are very few vendors in the market who can provide customized service.

Comments by Design Consultant (VPCPL): -

We have reviewed the Quotation. All Items are Captured as per requirements shared with them. This Cost can be Negotiated Further.

Comments by PMC Part-B (Deore Dhamne Architects): -

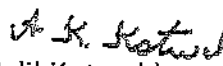
The item is not appearing in the DSR. A quotation from Godrej and Labpulse are received to the amount of Rs 33,48,538/- and 32,50,000/- respectively. Considering the current stage of the work and the urgency of the work, the work should be executed from Godrej only.


Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit either of the quotation from 3 different vendors or price list of OEM or work order for similar works.

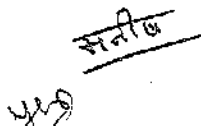
Decision by Tender Evaluation Committee: -

A quotation from Godrej and Labpulse are received to the amount of Rs 33,48,538/- and 32,50,000/- respectively. The committee decided to approve the quotation submitted by M/S Godrej.


(Adil Kotwal)
Member, Working Group-(GJEPC)


(Neville Tata)
Member, Working Group-(GJEPC)


(Ravi Menon)
CEO Mega CFC


Ravi Menon





(Hanish Rathi)
ADC, SEEPZ, SEZ

(Manish Kumar)
ADC, SEEPZ, SEZ

(Y Mangala)
PAO, SEEPZ, SEZ

(Prasad Varwantkar)
DDC, SEEPZ, SEZ

(CPS Chauhan)
JDC, SEEPZ, SEZ

(R. K. Mishra)
DC, SEEPZ, SEZ

Date : 22-09-2023
Ref No: GL/23-24/MUM/NSO/114701

The Project Manager
MEGA CFC, SEEPZ, MUMBAI

Dear Sir / Madam

We thank you for the enquiry on Godrej Interio Laboratory Furniture and Engineering Solutions.

Having completed our review of your requirements concerning the laboratory, we are pleased to submit the Commercial Offer for it.

We are confident that our proposal will effectively address your needs. We believe that we are uniquely positioned to successfully execute this project, as we offer you a turnkey solution for your new build or refurbished laboratory construction. This includes designing lab layouts, space planning and installations of other utility execution services.

We have enclosed the catalogs that describe our products. Also enclosed are the following documents as annexures for your ready reference:

- Bill of Quantities
- Drawings
- Terms and Conditions

We hope that you will find it complete and that it adequately addresses your needs. Should an element be missing or you would like us to explore another option, please feel free to contact us.

We look forward to forming a mutually rewarding relationship with MEGA CFC, SEEPZ, MUMBAI .

Yours faithfully
for Godrej and Boyce Mfg. Co. Ltd.

Authorized Signatory

STATEMENT OF CONFIDENTIALITY AND NON – DISCLOSURE

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By acceptance of this document, the recipient agrees to bind by the aforementioned statement.

APPENDIX

i	Annexure 1	Summary
ii	Annexure 2	Bill Of Quantity
iii	Annexure 3	Drawings
iv	Annexure 4	Terms and Conditions
v	Annexure 5	Assumptions and Exclusions

Annexure 1

SUMMARY

LAB NAME	SUPPLY		AMOUNT (Rs)
	BASIC SUPPLY (Rs)	GST (Rs)	
		18.00%	
Furniture			
Balance Room	77,323.00	13,919.00	91,242.00
Chemical Store	4,07,124.00	73,283.00	4,80,407.00
Document Storage	2,29,628.00	41,334.00	2,70,962.00
Hot Zone	1,23,557.00	22,241.00	1,45,798.00
ICP OES Lab	3,48,662.00	62,760.00	4,11,422.00
Instrument Lab	7,19,067.00	1,29,433.00	8,48,500.00
Sample Collection Area	1,48,096.00	26,658.00	1,74,754.00
Sample Preparation	5,88,764.00	1,05,978.00	6,94,742.00
Washing Area	2,70,062.00	48,612.00	3,18,674.00
VSDU			
Document Storage	37,231.00	6,702.00	43,933.00
Fumehood Superstructures			
Sample Preparation	2,06,163.00	37,110.00	2,43,273.00
Sample Preparation	1,40,083.00	25,215.00	1,65,298.00
Sample Preparation	3,291.00	593.00	3,884.00
Fumehood Accessories			
Sample Preparation	49,487.00	8,908.00	58,395.00
GRAND TOTAL	33,48,538	6,02,746	39,51,284

These prices are inclusive of packaging and freight. Local charges if any will be charged extra. Please refer to Annexure – 4 for terms of payment.

Annexure 2A

BILL OF QUANTITY - FURNITURE

Sr. No.	ITEM	CODE	CATEGORY	HSN CODE	QTY	UOM	BASIC UNIT RATE (Rs)	TOTAL BASIC AMOUNT (Rs)
Balance Room								
1	Balance Table-1 (900 X 600 X 900)	900 x 600 x 900mm	NSO	94031010	1	Nos.	70,607.00	70,607.00
2	BT-1 : GRANITE SLAB		NSO	25161200	1	Nos.	6,716.00	6,716.00
								77,323.00
Chemical Store								
1	MS Chemical Storage Cabinet (With Top Cover Panel) 1000 X 486 X 1800 Mm : 1.2 Mm Thk	MS CHEM CAB	NSO	94031010	1	Nos.	59,892.00	59,892.00
2	Justrite Solvent Storage Cabinet (Size - 1092mm L X 457mm D X 1651mm H)	APO	NSO		1	Nos.	2,28,000.00	2,28,000.00
3	resilience 1000 x 1500 x 486	Resilience			1	Nos.	1,19,232.00	1,19,232.00
								4,07,124.00
Document Storage								
1	Ss Emergency Safety Shower With Eye / Face Wash Complete Ss Construction	SS EMERGENCY SHOWER PMR	NS4	84819090	1	Nos.	80,704.00	80,704.00
2	VSDU-8 : 900 X 450 X 1830Mm	900 x 450 x 1830mm	NSO		5	Nos.	37,231.00	1,86,155.00
								2,66,859.00
Hot Zone								
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	2	Nos.	6,583.00	13,166.00
2	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	1	Nos.	25,115.00	25,115.00
3	WF-1S-1D-450W-725H	WF-450-1S-1D-7H-L	NSO	94031010	2	Nos.	19,962.00	39,924.00
4	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 725H	FPW-770N-7H	NSO	94031010	2	Nos.	1,065.00	2,010.00
5	Back Support Bracket Without Upright For 770 Working Depth	B5B-N-770	NSO	94031010	6	Nos.	623.00	3,738.00
6	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NSO	94031010	1	Nos.	2,646.00	2,646.00
7	1050 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1050-BM	NSO	94031010	2	Nos.	3,927.00	7,854.00
8	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	2	Nos.	232.00	464.00
9	Silicon Sealant - Black		NSO	32141000	1	Nos.	369.00	369.00
10	Jet Black Granite (Sq.Mtr.) 20 (±2) Mm Thk		NSO	25161200	2.5	Sq.Mtrs.	6,251.00	15,627.50
11	Masking Tape		NSO	39191010	1	R.Mtrs.	143.00	143.00
12	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	10	R.Mtrs.	71.00	710.00
13	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.	950.00	950.00
14	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	16	Nos.	335.00	5,360.00
15	6 Module Plate - Model No: Cs956M-S		NSO	85389010	8	Nos.	251.00	2,008.00
16	16A, 1 Way Switch Model No: M0130		NSO	85361010	16	Nos.	217.00	3,472.00
								1,23,556.50

ICP OES Lab								
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSD	94031010	3	Nos.	6,583.00	19,749.00
2	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSD	94031010	4	Nos.	25,115.00	1,00,460.00
3	WF-SU-2S-750W-875H	WF-SU-750-2S-9H	NSD	94031010	1	Nos.	26,944.00	26,944.00
4	WF-MLS-P-600W-875H	WF-MLS-600P-9H	NSD	94031010	1	Nos.	6,922.00	6,922.00
5	WF-2S-1D-600W-875H	WF-600-2S-1D-9H	NSD	94031010	2	Nos.	25,438.00	50,876.00
6	Master Upright Without Cutout	MU-2400H-01	NSD	94031010	1	Nos.	11,080.00	11,080.00
7	Modesty Panel 600W X 725H	MP-600-7H	NSD	94031010	1	Nos.	1,861.00	1,861.00
8	Modesty Panel 1200W X 725H	MP-1200-7H	NSD	94031010	3	Nos.	3,287.00	9,861.00
9	Filler Panel For Wall Side Furniture Without Upright With Modesty Panel 920 Wd X 725H	FPW-920NMP-7H	NSD	94031010	1	Nos.	1,910.00	1,910.00
10	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 875H	FPW-770N-9H	NSD	94031010	2	Nos.	1,102.00	2,204.00
11	Filler Panel For Wall Side Furniture With Upright 920 Wd X 725H	FPW-920U-7H	NSD	94031010	1	Nos.	1,593.00	1,593.00
12	Fp Drop-In Sink Model S 06 560 Mm (W) X 955 Mm (D)	Model S 06	NSD	94031010	1	Nos.	2,720.00	2,720.00
13	3 Way Water Faucet Bench Mounted, 8" Swing Gooseneck Model No. 100/32	Model No. 100-32	NSD	84819090	1	Nos.	8,884.00	8,884.00
14	Back Support Bracket Without Upright For 920 Working Depth	BSB-N-920	NSD	94031010	7	Nos.	839.00	5,873.00
15	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSD	94031010	5	Nos.	623.00	3,115.00
16	Back Support Bracket With Upright For 920 Working Depth	BSB-U-920	NSD	94031010	1	Nos.	632.00	632.00
17	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NSD	94031010	1	Nos.	2,646.00	2,646.00
18	1500 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1500-BM	NSD	94031010	1	Nos.	5,335.00	5,335.00
19	1200 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1200-BM	NSD	94031010	3	Nos.	4,394.00	13,182.00
20	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSD	94031010	6	Nos.	292.00	1,392.00
21	Emergency Eye Wash - 1 Way, Deck Mounted (Drench Hose Unit) With Braided Stainless Steel Hose Model No. 100-38	Eye Wash PMR - 1 Way	NSD	84819090	1	Nos.	10,330.00	10,330.00
22	Silicon Sealant - Black		NSD	32141000	1	Nos.	369.00	369.00
23	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSD	25161200	6	Sq.Mtrs.	6,251.00	37,506.00
24	Masking Tape		NSD	39191010	1	R.Mtrs.	143.00	143.00
25	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSD	40169990	30	R.Mtrs.	71.00	2,130.00
26	Sr-998 Glue For Neoprene Mat. (Litres)		NSD	35061000	1	R.Mtrs.	950.00	950.00
27	Flexible/F Serated Connector Model : Hp 01 Make: Premier		NSD	94031010	1	Nos.	521.00	521.00
28	Anti-Siphon Bottle Trap Model : S 04 Make: Premier		NSD	94031010	1	Nos.	504.00	504.00
29	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSD	85361010	28	Nos.	335.00	9,380.00
30	6 Module Plate - Model No: Cs956M-S		NSD	85389010	14	Nos.	251.00	3,514.00
31	16A, 1 Way Switch Model No: M0130		NSD	85361010	28	Nos.	217.00	6,076.00
								3,48,662.00

Instrument Lab								
1	WF-MLS-P-750W-725H	WF-MLS-750P-7H	NSO	94031010	1	Nos.	9,785.00	9,785.00
2	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	3	Nos.	6,583.00	19,749.00
3	WF-CLS-P-580W-725H	WF-CLS-600P-7H	NSO	94031010	1	Nos.	9,808.00	9,808.00
4	WF-C-900-1S-RH-725H	WF-C-900-1S-7H-R	NSO	94031010	1	Nos.	32,818.00	32,818.00
5	WF-C-900-1S-LH-725H	WF-C-900-1S-7H-L	NSO	94031010	2	Nos.	32,818.00	32,818.00
6	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	4	Nos.	25,115.00	1,00,460.00
7	WF-1S-1D-RH-450W-725H	WF-450-1S-1D-7H-R	NSO	94031010	3	Nos.	19,962.00	59,886.00
8	WF-1S-1D-LH-450W-725H	WF-450-1S-1D-7H-L	NSO	94031010	1	Nos.	19,962.00	19,962.00
9	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 725H	FPW-770N-7H	NSO	94031010	6	Nos.	1,005.00	6,030.00
10	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	22	Nos.	623.00	13,706.00
11	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NSO	94031010	1	Nos.	2,646.00	2,646.00
12	1650 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1650-BM	NSO	94031010	2	Nos.	5,950.00	11,900.00
13	1350 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1350-BM	NSO	94031010	1	Nos.	4,856.00	4,856.00
14	1050 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1050-BM	NSO	94031010	2	Nos.	3,927.00	7,854.00
15	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	8	Nos.	232.00	1,856.00
16	SPOT EXTRACTOR (Fumex) Ceiling/ Wall Mounted MET 3500-75PP/MEK350-75PP/MTICT/ MTI1700	MET 1500-75PP (MEK350-75PP) (MTICT) (MTI1700)		84819090	2	Nos.	1,52,231.00	3,04,462.00
17	Silicon Sealant - Black		NSO	32141000	1	Nos.	369.00	369.00
18	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	8.5	Sq.Mtrs.	6,251.00	53,133.50
19	Masking Tape		NSO	39191010	1	R.Mtrs.	143.00	143.00
20	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	40	R.Mtrs.	71.00	2,840.00
21	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.	950.00	950.00
22	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	34	Nos.	335.00	11,390.00
23	6 Module Plate - Model No: Cs956M-S		NSO	85389010	17	Nos.	251.00	4,267.00
24	16A, 1 Way Switch Model No: M0130		NSO	85361010	34	Nos.	217.00	7,378.00
								7,319,066.50
Sample Collection Area								
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	2	Nos.	6,583.00	13,166.00
2	WF-CLS-P-580W-725H	WF-CLS-600P-7H	NSO	94031010	1	Nos.	9,808.00	9,808.00
3	WF-C-900-1S-LH-725H	WF-C-900-1S-7H-L	NSO	94031010	1	Nos.	32,818.00	32,818.00
4	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	1	Nos.	25,115.00	25,115.00
5	WF-1S-1D-RH-450W-725H	WF-450-1S-1D-7H-R	NSO	94031010	1	Nos.	19,962.00	19,962.00
6	WF-1S-1D-LH-450W-725H	WF-450-1S-1D-7H-L	NSO	94031010	1	Nos.	19,962.00	19,962.00
7	Filler Panel For Wall Side Furniture Without Upright 620 Wd X 725H	FPW-620N-7H	NSO	94031010	2	Nos.	745.00	1,490.00
8	Back Support Bracket Without Upright For 620 Working Depth	BSB-N-620	NSO	94031010	10	Nos.	414.00	4,140.00
9	Silicon Sealant - Black		NSO	32141000	1	Nos.	369.00	369.00
10	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	3	Sq.Mtrs.	6,251.00	18,753.00
11	Masking Tape		NSO	39191010	1	R.Mtrs.	143.00	143.00
12	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	20	R.Mtrs.	71.00	1,420.00
13	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.	950.00	950.00
								1,48,096.00

Sample Preparation								
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	1	Nos.	6,583.00	6,583.00
2	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	2	Nos.	25,115.00	50,230.00
3	WF-SU-2S-750W-875H	WF-SU-750-2S-9H	NSO	94031010	1	Nos.	26,944.00	26,944.00
4	WF-MLS-P-600W-875H	WF-MLS-600P-9H	NSO	94031010	2	Nos.	6,922.00	13,844.00
5	WF-2S-1D-750W-875H	WF-750-2S-1D-9H	NSO	94031010	1	Nos.	29,857.00	29,857.00
6	WF-2S-1D-600W-875H	WF-600-2S-1D-9H	NSO	94031010	2	Nos.	25,438.00	50,876.00
7	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 875H	FPW-770N-9H	NSO	94031010	2	Nos.	1,102.00	2,204.00
8	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 725H	FPW-770N-7H	NSO	94031010	2	Nos.	1,005.00	2,010.00
9	Pp Drop-In Sink Model S 06 560 Mm (W) X 355 Mm (D)	Model S 06	NSO	94031010	1	Nos.	2,720.00	2,720.00
10	3 Way Water Faucet Bench Mounted, 8" Swing Gooseneck Model No. 100/32	Model No. 100-32	NSO	84819090	1	Nos.	8,884.00	8,884.00
11	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	11	Nos.	623.00	6,853.00
12	750 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-750-BM	NSO	94031010	1	Nos.	2,970.00	2,970.00
13	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NSO	94031010	1	Nos.	2,646.00	2,646.00
14	1200 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1200-BM	NSO	94031010	3	Nos.	4,394.00	13,182.00
15	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	6	Nos.	232.00	1,392.00
16	Emergency Eye Wash - 1 Way, Deck Mounted (Drench Hose Unit) With Braided Stainless Steel Hose Model No. 100-38	Eye Wash PMR - 1 Way	NSO	84819090	1	Nos.	10,330.00	10,330.00
17	SPOT EXTRACTOR (Fumex) Ceiling/Wall Mounted MET 1500-75PP/MEK350-75PP/MTICT/ MTH1700	MET 1500-75PP (MEK350-75PP) (MTICT) (MTH1700)		84819090	2	Nos.	1,52,231.00	3,04,462.00
18	Silicon Sealant - Black		NSO	32141000	1	Nos.	369.00	369.00
19	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	5	Sq.Mtrs.	6,251.00	31,255.00
20	Masking Tape		NSO	39191010	1	R.Mtrs.	143.00	143.00
21	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	20	R.Mtrs.	71.00	1,420.00
22	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.	950.00	950.00
23	Flexible/F Serated Connector Model : Hp 01 Make: Premier		NSO	94031010	1	Nos.	521.00	521.00
24	Anti-Siphon Bottle Trap Model : S 04 Make: Premier		NSO	94031010	1	Nos.	504.00	504.00
25	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	26	Nos.	335.00	8,710.00
26	6 Module Plate - Model No: Cs956M-S		NSO	85389010	13	Nos.	251.00	3,263.00
27	16A, 1 Way Switch Model No: M0130		NSO	85361010	26	Nos.	217.00	5,642.00
								5,88,764.00
Washing Area								
1	WF-SU-2S-750W-875H	WF-SU-750-2S-9H	NSO	94031010	2	Nos.	26,944.00	53,888.00
2	WF-MLS-P-750W-875H	WF-MLS-750P-9H	NSO	94031010	1	Nos.	8,329.00	8,329.00
3	WF-MLS-P-600W-875H	WF-MLS-600P-9H	NSO	94031010	1	Nos.	6,922.00	6,922.00
4	WF-C-900-1S-LH-875H	WF-C-900-1S-9H-L	NSO	94031010	1	Nos.	35,326.00	35,326.00
5	WF-2S-1D-750W-875H	WF-750-2S-1D-9H	NSO	94031010	1	Nos.	29,857.00	29,857.00
6	WF-2S-1D-600W-875H	WF-600-2S-1D-9H	NSO	94031010	1	Nos.	25,438.00	25,438.00
7	WF-1S-1D-RH-450W-875H	WF-450-1S-1D-9H-R	NSO	94031010	1	Nos.	21,507.00	21,507.00
8	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 875H	FPW-770N-9H	NSO	94031010	2	Nos.	1,102.00	2,204.00
9	Pp Drop-In Sink Model S 06 560 Mm (W) X 355 Mm (D)	Model S 06	NSO	94031010	2	Nos.	2,720.00	5,440.00
10	3 Way Water Faucet Bench Mounted, 8" Swing Gooseneck Model No. 100/32	Model No. 100-32	NSO	84819090	2	Nos.	8,884.00	17,768.00
11	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	11	Nos.	623.00	6,853.00
12	1650 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1650-BM	NSO	94031010	1	Nos.	5,950.00	5,950.00
13	1500 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1500-BM	NSO	94031010	1	Nos.	5,335.00	5,335.00
14	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	4	Nos.	232.00	928.00
15	Silicon Sealant - Black		NSO	32141000	1	Nos.	369.00	369.00
16	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	5	Sq.Mtrs.	6,251.00	31,255.00
17	Masking Tape		NSO	39191010	1	R.Mtrs.	143.00	143.00
18	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	20	R.Mtrs.	71.00	1,420.00
19	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.	950.00	950.00
20	Flexible/F Serated Connector Model : Hp 01 Make: Premier		NSO	94031010	2	Nos.	521.00	1,042.00
21	Anti-Siphon Bottle Trap Model : S 04 Make: Premier		NSO	94031010	2	Nos.	504.00	1,008.00
22	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	12	Nos.	335.00	4,020.00
23	6 Module Plate - Model No: Cs956M-S		NSO	85389010	6	Nos.	251.00	1,506.00
24	16A, 1 Way Switch Model No: M0130		NSO	85361010	12	Nos.	217.00	2,604.00
								2,70,062.00
TOTAL BASIC PRICE								29,49,513.00

Annexure 2B

BILL OF QUANTITY - FUME HOODS

Sr. No.	ITEM	CATEGORY	HSN CODE	QTY	UOM
Customer CFC CARRIERS PVT. LTD., MUMBAI					
Branch Mumbai					
Date 05-08-2023					
Ref. No. GL/23-24/MUM/NSO/1147/01					
Dwg. No. LD/23-24/MUM/1147/00					
NATURE OF WCT : DIVISIBLE					
Sample Preparation					
5 Feet ABP ET					
Superstructure					
1	5 FEET BENCHTOP ABP AEOLUS FUME HOOD WITHOUT ANY ACCESSORIES	NSO	84146000	1	PCS
				Sub-Total	2,06,163.00
Accessories					
1	Eco Panel (0.75 To 1 Hp) With T/ B/ For Aeolus Fumehood	NSO	84146000	1	Nos
2	LED LIGHT FOR 4 TO 6 FT AEOLUS FUMEHOOD	NSO	84146000	1	Nos
3	3 Module Plate With Socket & Tiny Trip For Aeolus Fume Hood	NSO	84146000	2	Nos
4	Apparatus Grid For 5 Feet Benchtop Aeolus Fumehood (Epoxy)	NSO	84146000	1	Nos
5	Raw Water (Flexible Tubing Service Valves For Benchtop Aeolus Fumehood) (RHS)	NSO	84146000	1	Nos
6	Compressed Air (Flexible Tubing Service Valves For Benchtop Aeolus Fumehood) (RHS)	NSO	84146000	1	Nos
7	Nitrogen (Flexible Tubing Service Valves For Benchtop Aeolus Fumehood) (RHS)	NSO	84146000	1	Nos
				Sub-Total	1,40,083.00
Ceiling Panel					
1	Ceiling Front Cover Panel For 5 Feet Aeolus Fumehood	NSO	84146000	1	Nos
2	Ceiling LH/ RH Side Cover Panel For Aeolus Fumehood	NSO	84146000	1	Nos
				Sub-Total	3,291.00
Understorage					
1	FIXED TYPE APPARATUS STORAGE CABINET FOR BENCH TOP ENHANCED FUME HOOD (750 WIDTH)	NSO	84146000	2	Nos
2	Rear Support Panel Offixed Type Apparatus Storage Cabinet For Benchtop Aeolus Fumehood	NSO	84146000	1	Nos
				Sub-Total	49,487.00
TOTAL BASIC PRICE					3,99,024.00

IMP: DUCTING AND BLOWER WILL BE PROVIDED ON ACTUALS AS PER SITE REQUIREMENTS, THE RATE FOR THE SAME IS RS. 1000/SQ.FT. (BASIC RATE) and TAXES APPLICABLE ON THIS

Annexure 4
TERMS & CONDITIONS

As stated herein, "seller" is Godrej & Boyce Mfg. Co. Ltd. and "purchaser" is the recipient of the quotation. The purchaser may accept this offer by providing the seller with a formal purchase order or any other written confirmation citing the quotation number. By accepting this offer, purchaser accepts the terms and conditions below.

1. Scope of Work

The scope includes supply of lab furniture with storages, worktop, leg space/knee space, electrical switches and sockets, sinks and faucets, gas/water valves, anti vibration tables, fume hoods, ducting and blowers, and accessories only and if depicted in the enclosed drawings. Seller requests all testing of utility services for gas, water and electrical to be completed before it starts placement of lab furniture.

2. Terms of Payment

50% along with PO, 40% against delivery of packed material and 10% on completion of project. In case the site is not ready to receive ordered material then the entire balance payment will have to be made on confirmation sent by seller about the readiness of ordered material at our end. Any delay in receiving the payment will entail an interest of 24% pa.

3. Taxes

Seller has considered GST @ 18% as per current Govt. regulation. However, the same will be charged extra as applicable at the time of delivery.

4. Delivery Period

8 weeks (Ex-works Mumbai) from the date of release of technically and commercially clear Purchase Order for standard items (excluding non standard or customized items), advance amount and signed off drawings. The time line may go upto 12 weeks to 14 weeks for supply if there are non standard or customized items. Time for assembly of packed material would depend on the actual site conditions. The proposed delivery period is as per the currently understood requirement and drawings. In case of any changes in layout or requirement there will be an extension in delivery period as applicable. In case of changes suggested in layout after material reaching the site, the additional cost involved shall be borne by the purchaser.

5. Offer Validity

This offer is valid for thirty days from the date of quotation. However, validity may be extended upon request.

6. Drawings

Any changes of size/specifications/items shall be treated as an additional order and delivery period may be affected accordingly. In case of some discrepancy or variation between quote and the drawings, details as shown in the drawings shall be considered as final.

7. Warranty

Twelve months from the date of dispatch, only against manufacturing defects. The seller provides certain accessories like switches, motors, electric and plastic fittings, etc. to complement its system which will be covered by the warranty conditions as specified by the manufactures of the respective items. The warranty is subject to proper handling, operation, maintenance and erection by the purchaser. It does not cover any claim arising out of fire, accident, wilful damage, transit damage or normal wear and tear or any other force majeure conditions.

8. Worktops

They need to be specified in the Purchase Order. The purchaser may refer the latest product catalogs for the same.

9. Force Majeure

Seller shall not be responsible for any delay in delivery or in the event of seller's inability to supply the materials order by the purchaser, if the same is due to acts of war, revolution, lockout, strikes, stoppage/shortage of labour through any cause, shortage of power, non availability of essential raw materials, etc. or any other cause beyond the seller's control or that of the supplier's/sub-contractor's as the case may be and such issues shall not entitle the purchaser either to cancel the order or claim compensation.

10. Technical Literature & Specifications

Seller has enclosed the relevant catalogues indicating the necessary technical details, illustrations, drawings / layouts, specifications, etc. with the offer. The catalogues are intended to present a general idea of the goods but are not binding and are subject to variation in design and specifications without notice. Specification, dimensions, description, shade of colour, etc. are not binding on the seller in minute details and are subject to reasonable alterations without notice.

11. Cancellations

An order once placed cannot be cancelled without proof of consent in writing from the seller. In event of the seller's acceptance of cancellation, all cost incurred by the seller till the acceptance of the cancellation will be borne by the purchaser. The seller reserves the right to forfeit the advance payment made by the purchaser in the event of cancellation.

12. Purchaser's Obligations

Provision of all service (gas & water lines/tubings etc.) and electrical lines unless otherwise quoted for will be under the scope of the purchaser and would be managed through its respective licensed contractors at their own cost. Only water faucets, gas valves and electrical points as mentioned in the formal order will be provided by seller and the connections to the utility lines will be managed by the purchaser. By accepting this quote, purchaser agrees to perform/arrange/ensure the following services for seller's furniture, fume hoods and ducting installation:

1. To issue required documents i.e. gate pass and work permit for hindrance-free entry/exit to the seller's Installation team along with their toolkits.
2. To arrange and organise unloading at their own cost when the consignment containing seller's Laboratory Furniture is delivered to the premises. Also to store the consignment in a closed/dry place and secure it systematically
3. To transport/transfer the seller's furniture and its components including fume chambers ducting/fan etc. from the place of storage to the installation site at their cost.
4. To appoint a responsible person for coordinating installation of the furniture along with the seller's installation/service engineer.
5. To hand over the laboratory room to seller's service engineers for installation work only after other contractors (plumbers, electricians, etc.) have completed their work and the installation site is completely free of all obstacles.
6. To provide convenient power points (220V AC, 15 amp, 50 cycles) during installation to the seller's engineers for use of electric drills etc.
7. To ensure/arrange following for the seller's fume Hood/ducting system installation.
 - (a) Minimum width of the entrance door should be 1.2 metres and the minimum true ceiling height should be 3 meters.
 - (b) Three Phase electrical supply (415V AC, 20 amps, 50 cycles) with cable line installed and tested between fume hood & centrifugal blower
 - (c) Location of blowers, the path of movement of duct to the blower and civil work including grouting for brackets, blower foundations, openings/puncturing the walls and ceilings for ducting installation.
 - (d) Ladders and if necessary scaffolding for high installations
If ducting is not under the seller's scope of work then the performance of fume hoods cannot be validated and the full payment should be released on supply and installation of the fume hoods on site.
8. To issue completion/part completion certificate on your letterhead signed by your competent authority to the seller's installation team.
9. Powder coated/SS surfaces will require regular cleaning/wiping to avoid rust or corrosion due to condensation of chemical vapours or spilled chemicals not wiped clean immediately. We can't guarantee non-rusting of hinges or any part due to condensation on non wiping of spilt chemicals
10. This project offer is for both supply and installation and the purchaser does not have the choice to select either supply or installation.
11. Disclaimer – Of all the 49 chemicals approved under SEFA 8 1999 standards, Vitrified Ceramic tile is resistant to 36 chemicals and shows no detectable change even after 1 hour. However, the tile is not intended or authorized for use with the following 13 chemicals (in conc %) i.e. Chromic acid (60), hydrochloric acid (37), hydrochloric acid (48), nitric acid (70), silver nitrate, sulfuric acid (85), sulfuric acid (96), sulfuric acid (85) and nitric acid (70) in equal parts, acid dichromate (5), chloroform, formal, Tincture of Iodine and Sodium Sulphide saturated because they cause slight change in colour and gloss of the tile after 1 hour and produces stains. You must use the Vitrified Ceramic tile in accordance with the above conditions and you agree that Godrej Interio will not be held liable for any damages caused by violating the same.

Seller reserves the right to make changes to these terms and conditions from time to time. All the above terms and conditions shall be part of the Purchase Order unless otherwise amended and mutually accepted by Seller and Purchaser.

Annexure 5

ASSUMPTIONS AND EXCLUSIONS

Apart from the purchaser's Obligations mentioned in Annexure 4, it may please be observed that the following are the assumptions and exclusions in the said scope of work:

*Ducting is quoted as per tentative duct route layout and quoted accordingly. However, it will be charged on actuals based on site measurements after installation. The client will have to incur additional cost, if any.

*All civil works such as wall opening, closing / casing foundation bed for exhaust blower and scrubber, making good etc. are excluded from our scope.

*All electrical works such as wiring, cabling, starters, termination etc. are excluded from our scope, unless otherwise quoted or mentioned in our quote.

*Chemical storage cabinets are quoted without exhaust. However, it is recommended that, if concentrated chemicals are to be stored inside the cabinet, exhaust has to be given, with additional cost.

*If Chemical storage cabinets without exhaust are used by the client for storing corrosive chemicals, then the rusting and damage of the cabinets will be the client's sole responsibility, and it will not be covered under warrantee.

*All Fumehood & Storage locations has been considered as first floor.

*The labs are considered to be non-airconditioned and availability of natural draft has been considered while preparing exhaust design.

*Fumehood understoreage proposed is for chemical storage purpose. Instruction to be followed for proper up keep.

*Provision for Comp. Air, N₂, Raw Water on the fumehood offered. However, connection from source to hood inlet not covered in the scope.

Some of the above clauses may not be applicable for your requirment. For more detail you may please contact our representative and discuss with him / her.

To,
Mr. Manish Pandit (Senior Associate),
Vijay Punjabi Consultants Pvt. Ltd.,
368, Shantikamal, V.P. Road, Santacruz (w),
Mumbai - 400054.

LAB NAME	SUPPLY		AMOUNT (Rs)
	BASIC SUPPLY (Rs)	GST (Rs)	
		18.00%	
Furniture			
Balance Room	Included		
Chemical Store	Included		
Document Storage	Included		
Hot Zone	Included		
ICP OES Lab	Included		
Instrument Lab	Included		
Sample Collection Area	Included		
Sample Preparation	Included		
Washing Area	Included		
VSDU			
Document Storage			
Fumehood Superstructures			
Sample Preparation	Included		
Sample Preparation			
Sample Preparation			
Fumehood Accessories			
Sample Preparation	Included		
Sub Total	40,62,500.00		
Less : Discount @20%	-8,12,500.00		
Net Discounted Amount	32,50,000.00		
Add : P&F and Transport chg.	included		
Add : Installation chg.	included		
Total with P&F and Installation Chg.	32,50,000.00		
Add : GST @18%	5,85,000.00		
Grand Total	38,35,000.00		

Terms & Conditions :

1. Validity of offer: 30 Days
2. Payment : 100% advance with purchase order
3. Delivery : 5 to 8 weeks after receipt of purchase order with advance.
4. Warranty : 12 months from the date of installation or 13 months from the date of delivery, whichever is earlier.

5. Notes :

- * Extra material supplied will be charged accordingly.
- * Electrical supply and cables required is to be provided by the client.
- * Electrical wiring, starters, civil work and scaffolding is under clients' scope.
- * Safe storage area for material and tool bags / accessories for installation to be provided by client.
- * Foundation for blower in RCC or MS structure to be provided by client.
- * Drawings approval are required particularly for duct layout, blower placement and furniture fumehood layout.
- * 3 Phase supply to be provided by client at necessary points near fumehood.
- * Utility lines, painting, flooring should be completed before start of furniture and fumehood installation.

Our Bank Details:

Beneficiary Name : Labpulse Analyticals ; **Name of the Bank & Branch :** Bank of India, Mulund East ;
Account No. : 0050SQ110000075 ; **IFSC Code:** BKID0000050 ; **Account Type :** Cash Credit

Assuring you our Best Services at all times

Thanking You,

For Labpulse Analyticals
Shridhar Kinikar(Contact : 98212 18163)

Annexure 2A						
BILL OF QUANTITY - FURNITURE						
Sr. No.	ITEM	CODE	CATEGORY	HSN CODE	QTY	UOM
Balance Room						
1	Balance Table-1 (900 X 600 X 900)	900 x 600 x 900mm	NS0	94031010	1	Nos.
2	BT-1 : GRANITE SLAB		NS0	25161200	1	Nos.
Chemical Store						
1	Ms Chemical Storage Cabinet (With Top Cover Panel) 1000 X 486 X 1800 Mm : 1.2 Mm Thk	MS CHEM CAB	NS0	94031010	1	Nos.
2	Justrite Solvent Storage Cabinet (Size - 1092mm L X 457mm D X 1651mm H)	APO	NS0		1	Nos.
3	Resilience 1000 x 1500 x 486	Resilience			1	Nos.
Document Storage						
1	Ss Emergency Safety Shower With Eye / Face Wash Complete Ss Construction	SS EMERGENCY SHOWER PMR	NS4	84819090	1	Nos.
2	VSDU-8 : 900 X 450 X 1830Mm	900 x 450 x 1830mm	NS0		5	Nos.
Hot Zone						
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NS0	94031010	2	Nos.
2	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NS0	94031010	1	Nos.
3	WF-1S-1D-LH-450W-725H	WF-450-1S-1D-7H-L	NS0	94031010	2	Nos.
4	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 725H	FPW-770N-7H	NS0	94031010	2	Nos.
5	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NS0	94031010	6	Nos.
6	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NS0	94031010	1	Nos.
7	1050 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1050-BM	NS0	94031010	2	Nos.
8	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NS0	94031010	2	Nos.
9	Silicon Sealant - Black		NS0	32141000	1	Nos.
10	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NS0	25161200	2.5	Sq.Mtrs.
11	Masking Tape		NS0	39191010	1	R.Mtrs.
12	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NS0	40169990	10	R.Mtrs.
13	Sr-998 Glue For Neoprene Mat. (Litres)		NS0	35061000	1	R.Mtrs.
14	6/16A, 6 Pin Shutter Socket - Model No: M1332		NS0	85361010	16	Nos.
15	6 Module Plate - Model No: Cs956M-S		NS0	85389010	8	Nos.
16	16A, 1 Way Switch Model No: M0130		NS0	85361010	16	Nos.

ICP OES Lab						
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	3	Nos.
2	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	4	Nos.
3	WF-SU-2S-750W-875H	WF-SU-750-2S-9H	NSO	94031010	1	Nos.
4	WF-MLS-P-600W-875H	WF-MLS-600P-9H	NSO	94031010	1	Nos.
5	WF-2S-1D-600W-875H	WF-600-2S-1D-9H	NSO	94031010	2	Nos.
6	Master Upright Without Cutout	MU-2400H-01	NSO	94031010	1	Nos.
7	Modesty Panel 600W X 725H	MP-600-7H	NSO	94031010	1	Nos.
8	Modesty Panel 1200W X 725H	MP-1200-7H	NSO	94031010	3	Nos.
9	Filler Panel For Wall Side Furniture Without Upright With Modesty Panel 920 Wd X 725H	FPW-920NMP-7H	NSO	94031010	1	Nos.
10	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 875H	FPW-770N-9H	NSO	94031010	2	Nos.
11	Filler Panel For Wall Side Furniture With Upright 920 Wd X 725H	FPW-920U-7H	NSO	94031010	1	Nos.
12	Pp Drop-in Sink Model S 06 560 Mm (W) X 355 Mm (D)	Model S 06	NSO	94031010	1	Nos.
13	3 Way Water Faucet Bench Mounted, 8" Swing Gooseneck Model No. 100/32	Model No. 100-32	NSO	84819090	1	Nos.
14	Back Support Bracket Without Upright For 920 Working Depth	BSB-N-920	NSO	94031010	7	Nos.
15	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	5	Nos.
16	Back Support Bracket With Upright For 920 Working Depth	BSB-U-920	NSO	94031010	1	Nos.
17	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NSO	94031010	1	Nos.
18	1500 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1500-BM	NSO	94031010	1	Nos.
19	1200 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1200-BM	NSO	94031010	3	Nos.
20	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	6	Nos.
21	Emergency Eye Wash - 1 Way, Deck Mounted (Drench Hose Unit) With Braided Stainless Steel Hose Model No. 100-38	Eye Wash PMR - 1 Way	NSO	84819090	1	Nos.
22	Silicon Sealant - Black		NSO	32141000	1	Nos.
23			NSO	25161200	6	Sq.Mtrs.
24	Masking Tape		NSO	39191010	1	R.Mtrs.
25	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	30	R.Mtrs.
26	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.
27	Flexible/F Serated Connector Model : Hp 01 Make: Premier		NSO	94031010	1	Nos.
28	Anti-Siphon Bottle Trap Model : S 04 Make: Premier		NSO	94031010	1	Nos.
29	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	28	Nos.
30	6 Module Plate - Model No: Cs956M-S		NSO	85389010	14	Nos.
31	16A, 1 Way Switch Model No: M0130		NSO	85361010	28	Nos.

Instrument Lab						
1	WF-MLS-P-750W-725H	WF-MLS-750P-7H	NSO	94031010	1	Nos.
2	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	3	Nos.
3	WF-CLS-P-580W-725H	WF-CLS-600P-7H	NSO	94031010	1	Nos.
4	WF-C-900-1S-RH-725H	WF-C-900-1S-7H-R	NSO	94031010	1	Nos.
5	WF-C-900-1S-LH-725H	WF-C-900-1S-7H-L	NSO	94031010	1	Nos.
6	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	4	Nos.
7	WF-1S-1D-RH-450W-725H	WF-450-1S-1D-7H-R	NSO	94031010	3	Nos.
8	WF-1S-1D-LH-450W-725H	WF-450-1S-1D-7H-L	NSO	94031010	1	Nos.
9	Filler Panel For Wall Side Furniture Without Upright 770 Wd X 725H	FPW-770N-7H	NSO	94031010	6	Nos.
10	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	22	Nos.
11	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-BM	NSO	94031010	1	Nos.
12	1650 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1650-BM	NSO	94031010	2	Nos.
13	1350 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1350-BM	NSO	94031010	1	Nos.
14	1050 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1050-BM	NSO	94031010	2	Nos.
15	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	8	Nos.
16	SPOT EXTRACTOR (Fumex) Ceiling/ Wall Mounted MET 1500-75PP/MEK350-75PP/MTICT/ MTI1700	MET 1500-75PP (MEK350-75PP) (MTICT) (MTI1700)		84819090	2	Nos.
17	Silicon Sealant - Black		NSO	32141000	1	Nos.
18	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	8.5	Sq.Mtrs.
19	Masking Tape		NSO	39191010	1	R.Mtrs.
20	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	40	R.Mtrs.
21	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.
22	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	34	Nos.
23	6 Module Plate - Model No: Cs956M-S		NSO	85389010	17	Nos.
24	16A, 1 Way Switch Model No: M0130		NSO	85361010	34	Nos.

Sample Collection Area						
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031010	2	Nos.
2	WF-CLS-P-580W-725H	WF-CLS-600P-7H	NSO	94031010	1	Nos.
3	WF-C-900-1S-LH-725H	WF-C-900-1S-7H-L	NSO	94031010	1	Nos.
4	WF-2S-1D-600W-725H	WF-600-2S-1D-7H	NSO	94031010	1	Nos.
5	WF-1S-1D-RH-450W-725H	WF-450-1S-1D-7H-R	NSO	94031010	1	Nos.
6	WF-1S-1D-LH-450W-725H	WF-450-1S-1D-7H-L	NSO	94031010	1	Nos.
7	Filler Panel For Wall Side Furniture Without Upright 620 Wd X 725H	FPW-620N-7H	NSO	94031010	2	Nos.
8	Back Support Bracket Without Upright For 620 Working Depth	BSB-N-620	NSO	94031010	10	Nos.
9	Silicon Sealant - Black		NSO	32141000	1	Nos.
10	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	3	Sq.Mtrs.
11	Masking Tape		NSO	39191010	1	R.Mtrs.
12	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	20	R.Mtrs.
13	Sr-998 Glue For Neoprene Mat. (Litres)		NSO	35061000	1	R.Mtrs.

Sample Preparation						
1	WF-MLS-P-600W-725H	WF-MLS-600P-7H	NSO	94031030	1	Nos.
2	WF-25-1D-600W-725H	WF-600-25-1D-7H	NSO	94031030	2	Nos.
3	WF-SU-25-750W-875H	WF-SU-750-25-9H	NSO	94031030	1	Nos.
4	WF-MLS-P-600W-875H	WF-MLS-600P-9H	NSO	94031030	2	Nos.
5	WF-25-1D-750W-875H	WF-750-25-1D-9H	NSO	94031030	1	Nos.
6	WF-25-1D-600W-875H	WF-600-25-1D-9H	NSO	94031030	2	Nos.
7	Fiber Panel For Wall Side Furniture Without Upright 770 Wd X 875H	FPW-770N-9H	NSO	94031030	2	Nos.
8	Fiber Panel For Wall Side Furniture Without Upright 770 Wd X 725H	FPW-770N-7H	NSO	94031030	2	Nos.
9	Pp Drop-In Sink Model S 06 S60 Mm (W) X 355 Mm (D)	Model S 06	NSO	94031010	1	Nos.
10	3 Way Water Faucet Bench Mounted, 8" Swing Gooseneck Model No. 100/31	Model No. 100-32	NSO	94031090	1	Nos.
11	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	11	Nos.
12	750 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-750-6M	NSO	94031010	1	Nos.
13	600 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module	ET-S-600-6M	NSO	94031010	1	Nos.
14	1200 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1200-6M	NSO	94031010	3	Nos.
15	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	6	Nos.
16	Emergency Eye Wash - 1 Way, Deck Mounted (Drench Hose Unit) With Braided Stainless Steel Hose Model No. 100/32	Eye Wash PMR - 1 Way	NSO	94031090	1	Nos.
17	SPOT EXTRACTOR (Fumex) Ceiling / Wall Mounted MET 1500-75PP/MERK350-75PP/MTIC/MTI1700	MET 1500-75PP (MERK350-75PP) (MTIC) (MTI1700)		94031090	2	Nos.
18	Silicon Sealant - Black		NSO	32141000	1	Nos.
19	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	5	Sq.Mtrs.
20	Masking Tape		NSO	39191010	1	R.Mtrs.
21	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	20	R.Mtrs.
22	Se-998 Glue For Neoprene Mat. (litres)		NSO	35061000	1	R.Mtrs.
23	Flexible/F Serated Connector Model : Hp 01 Make: Premier		NSO	94031010	1	Nos.
24	Anti-Siphon Bottle Trap Model : 504 Make: Premier		NSO	94031010	1	Nos.
25	6/16A, 6 Pin Shutter Socket - Model No: M1332		NSO	85361010	26	Nos.
26	6 Module Plate - Model No: C056M-5		NSO	65389010	13	Nos.
27	16A, 1 Way Switch Model No: M0130		NSO	85361010	26	Nos.

Washing Area						
1	WF-SU-25-750W-875H	WF-SU-750-25-9H	NSO	94031030	2	Nos.
2	WF-MLS-P-750W-875H	WF-MLS-750P-9H	NSO	94031030	1	Nos.
3	WF-MLS-P-600W-875H	WF-MLS-600P-9H	NSO	94031030	1	Nos.
4	WF-C-900-15-LP-875H	WF-C-900-15-5H-L	NSO	94031020	1	Nos.
5	WF-25-1D-750W-875H	WF-750-25-1D-9H	NSO	94031030	1	Nos.
6	WF-25-1D-600W-875H	WF-600-25-1D-9H	NSO	94031030	1	Nos.
7	WF-15-1D-RH-450W-875H	WF-450-15-1D-9H-R	NSO	94031010	1	Nos.
8	Fiber Panel For Wall Side Furniture Without Upright 770 Wd X 875H	FPW-770N-9H	NSO	94031030	2	Nos.
9	Pp Drop-In Sink Model S 06 S60 Mm (W) X 355 Mm (D)	Model S 06	NSO	94031010	2	Nos.
10	3 Way Water Faucet Bench Mounted, 8" Swing Gooseneck Model No. 100/32	Model No. 100-32	NSO	94031090	2	Nos.
11	Back Support Bracket Without Upright For 770 Working Depth	BSB-N-770	NSO	94031010	11	Nos.
12	1650 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1650-6M	NSO	94031010	1	Nos.
13	1500 Module Length Single Side Electrical Trunking - Cutouts: 6 Module + 6 Module + 6 Module	ET-S-1500-6M	NSO	94031010	1	Nos.
14	Outer Cover For Single-Sided Electrical Trunking	ET-S-OC	NSO	94031010	4	Nos.
15	Silicon Sealant - Black		NSO	32141000	1	Nos.
16	Jet Black Granite (Sq.Mt.) 20 (±2) Mm Thk		NSO	25161200	5	Sq.Mtrs.
17	Masking Tape		NSO	39191010	1	R.Mtrs.
18	Neoprene Strip (Running Meter) (30Mm Wide & 6 Mm Thick)		NSO	40169990	20	R.Mtrs.
19	Se-998 Glue For Neoprene Mat. (litres)		NSO	35061000	1	R.Mtrs.
20	Flexible/F Serated Connector Model : Hp 01 Make: Premier		NSO	94031010	2	Nos.
21	Anti-Siphon Bottle Trap Model : 504 Make: Premier		NSO	94031010	2	Nos.
22	6/16A, 6 Pin Shutter Socket - Model No:					

Annexure 2B					
BILL OF QUANTITY - FUME HOODS					
Sr.	ITEM	CATEG	HSN	QTY	UOM
Sample Preparation					
5 Feet ABP BT					
Superstructure					
1	5 FEET BENCHTOP ABP AEOLUS FUME HOOD	NSO	84146000	1	PCS
Sub-					
Accessories					
1	Eco Panel (0.75 To 1 Hp) With TI/ BI For Aeolus Fumehood	NSO	84146000	1	Nos
2	LED LIGHT FOR 4 TO 6 FT AEOLUS FUMEHOOD	NSO	84146000	1	Nos
3	3 Module Plate With Socket & Tiny Trip For Aeolus Fume Hood	NSO	84146000	2	Nos
4	Apparatus Grid For 5 Feet Benchtop Aeolus Fumehood (Epoxy)	NSO	84146000	1	Nos
5	Raw Water (Flexible Tubing Service Valves For Benchtop Aeolus Fumehood) (RHS)	NSO	84146000	1	Nos
6	Compressed Air (Flexible Tubing Service Valves For Benchtop Aeolus Fumehood) (RHS)	NSO	84146000	1	Nos
7	Nitrogen (Flexible Tubing Service Valves For Benchtop Aeolus Fumehood) (RHS)	NSO	84146000	1	Nos
Sub-					
Ceiling Panel					
1	Ceiling Front Cover Panel For 5 Feet Aeolus Fumehood	NSO	84146000	1	Nos
2	Ceiling LH/ RH Side Cover Panel For Aeolus Fumehood	NSO	84146000	1	Nos
Sub-					
Understorage					
1	FIXED TYPE APPARATUS STORAGE CABINET FOR BENCH TOP ENHANCED FUME HOOD	NSO	84146000	2	Nos
2	Rear Support Panel Offixed Type Apparatus Storage Cabinet For Benchtop Aeolus	NSO	84146000	1	Nos
Sub-					
TOTAL BASIC PRICE					
IMP: DUCTING AND BLOWER WILL BE PROVIDED ON ACTUALS AS PER SITE REQUIREMENTS. THE RATE FOR THE SAME IS RS. 1000/SQ.FT.					



Minutes of Tender Evaluation Committee (TEC) Meeting held on 8th NOVEMBER 2023 in respect of BOQ Quantity variation for Mega CFC under the Chairmanship of Shri. R. K. Mishra, Development Commissioner, SEEPZ SEZ Authority

The following members were present: -

SEEPZ-SEZ:

Shri. CPS Chauhan, Joint Development Commissioner, SEEPZ, SEZ.
Shri. Prasad Vanwantkar, Deputy Development Commissioner, SEEPZ, SEZ.
Smt. Y Mangala, PAO, SEEPZ, SEZ.
Shri. Hanish Rathi, ADC, SEEPZ, SEZ.

GJEPC:

Shri. Adil Kotwal, Member, Working Group- Mega CFC (GJEPC)
(adil@creationjewel.co.in)
Shri. Bobby Kothwal, Member, Working Group- Mega CFC (GJEPC)
(bobby@jewelxindia.com)
Shri Colin Shah, Working Group- Mega CFC (GJEPC)
(colin.shah@kamaschachter.com)

M/S VPCPL: Design Consultancy:

Shri. Kartik Punjabi (kartik.puniabi@vpcpl.co.in)- — Attended online
Shri. Mehboob Patel

Deore Dhamne Architects .: PMC for Part B

Smt. Shilpa Dhamne. (deoredhamne@gmail.com)
Shri. Rahul Borse. (dda.rahul@gmail.com)

WAPCOS Ltd: PMC for Statutory Compliances

Shri. Aditya Patidar (seepzsezwapcos@gmail.com)
Shri. Radhanath Basak (basakrn@gmail.com)

M/s GODREJ & BOYECE MFG CO LTD. (Interior Contractor Part-B):

Shri. Avinash Yadav, ay@godrej.com
Shri. Ravishekhar, shekharr@godrej.com
Shri. Durgesh Divate, divated@godrej.com
Shri. Pradeep Devra, devarap@godrej.com



The following points were discussed & decided during the meeting:

1. The submission of M/S Godrej was examined by the committee in detail and the committee found that the rates quoted for variation in BOQ quantity were on higher side and item wise rates were negotiated. M/S Godrej was instructed to resubmit the rates as discussed, accordingly M/S Godrej has submitted the revised rates, the same are enclosed.

MEP (As submitted By M/S Godrej)	
MEP Amount as per BOQ	Rs. 10,57,28,285.18
MEP Amount as per approved Dwg at BOQ Rate	Rs.10,75,01,727.62
Excess Amount	Rs.2,01,94,194.51
Saving Amount	Rs.(1,84,20,752.07)
Excess Amount for Qty above 25% at BOQ rate	Rs.96,37,031.00
Excess Amount for Qty above 25% at Revised rate	Rs.1,22,95,286.00

MEP (After Negotiation)	
MEP Amount as per BOQ	Rs.10,57,28,285.18
MEP Amount as per approved Dwg at BOQ Rate	Rs.10,75,01,727.62
Excess Amount	Rs.2,01,94,194.51
Saving Amount	Rs.(1,84,20,752.07)
Excess Amount for Qty above 25% at BOQ rate	Rs.96,37,031.00
Excess Amount for Qty above 25% at Revised rate	Rs.1,08,33,554.00

Comments by Design Consultant (VPCPL): -

The item wise comments of the design consultant are attached herewith.

Comments by PMC Part-B (Deore Dhamne Architects): -

Considering the stringent time lines, the rates submitted by M/S Godrej are acceptable on Tax invoice and 7.5% of profit on tax invoice.

Comments by WAPCOS: -

As this is not DSR item so, WAPCOS has requested to submit the tax invoices from the sub-vendor before releasing the payment.

Decision by Tender Evaluation Committee: -

It was mutually agreed by Committee and M/S Godrej, that the rates after negotiations are accepted, the abstract of the same is as under. Tax invoices from the sub-vendor to be submitted by M/S Godrej with the submission of R A Bill.

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The Approved rates are as under,

Sr.No.	Item Description	Units	Quantity	As per BOQ		As per Approved Drawing					
				RATE (Rs.)	AMOUNT	As per Approved dwg Qty	Qty upto 25%	Amount for qty upto 25%	Qty above 25 %	New Proposed Rate for variation qty above 25% (Rs.)	Variation Amount for qty above 25%
8.166	[Ref: Thorn/Troll- DLT0AMSQ-15] 15W LED Based Square rim Recess/ surface mounted Light Fixtures	Nos	10	1,509	15090	57	12	18108	45	2,045.00	92,025.00
8.183	LED String 4.8/5W per Meter LED string with Gearbox and controlling units with repeaters, power packs, mounting accessories etc. with profile Light string shall be suitable for continuous mounting with back mounting profile as required.	Mtrs.	40	1,394	55760	78	50	69700	28	1,884.00	52,752.00



12.002	<p>"Supply, Installation, Testing & commissioning of 60KVA=Kw Modular Type on-line UPS Unit (80KVA Frame) (3phase-3phase) with 30 Mins. Backup thru' battery bank 3Nos. Modules of 20KVA Each To be operated in standalone operating mode And shall have all external communication feasibility. Rate to include all the necessary cabling between UPS unit Battery bank, mounting accessories etc. UPS shall support 150% Loading for More than one minute UPS shall be with Transformer-less Technology .Complete with sealed maintenance free Valve Regulated Lead Acid (SMF-VRLA) The batteries shall be vertical mounting type with suitable accessories. Including cabling between battery bank and UPS Units with isolatos/MCB in enclosure Cost of battery bank with Semi-CLOSED type rack All the battery terminals shall have caps/covers System shall be with Live/ On-line swapbale modules [Battery Banks with 2 strings]"</p> <p>Note : Unynivin Copper conductor flexible Power Cabling between UPS to Battery banks shall be included. Quantity of cables should be as per site conditions and should include steel reinforced PVC flexible conduits or Raceways with cover</p>	Set	1	17,95,282	1795282	2	1	1795282	1	17,95,282.00	17,95,282.00
12.004	<p>Supply & installation of 300mm (Max) High stand for above all UPS units battery banks to match the level of false flooring in UPS room. Rack shall be customised as per site condition and duly treated for rust proofing etc. Vendor shall also provide load-balancing calculation for floor/slab strengthening through Chartered structural engineer [For Above mentioned UPS Units]</p>	Job	1	14,020	14020	2	1	14020	1	14,020.00	14,020.00



13.026	24 gauge galvanised sheet steel	Sqm	620	1,379	854980	1412	775	1068725	637	1,823.00	11,61,251.00
13.027	22 gauge galvanised sheet steel	Sqm	565	1,486	839590	1140	706	1049116	434	1,993.00	8,64,962.00
13.028	20 gauge galvanised sheet steel	Sqm	45	1,721	77445	60	56	96376	4	2,334.00	9,336.00
13.044	Supply, installation, testing and balancing Powder coated Extruded Aluminium Supply Circular Air Diffusers with removable core, collar damper, in accordance with the approved shop drawings and specifications. The neck size shall be of following sizes---- 300mm	Nos	7	4,596	32172	68	8	36768	60	5,753.00	3,45,180.00
13.059	Al grilles with 4 side flanges as per approved colour shade and degree of grille	Sqm	60.009	7,161	429724.449	80	75	537075	5	9,161.00	45,805.00
13.063	3 slot diffuser, 20 mm each slot	Rmt	8	2,907	23256	250	10	29070	240	3,781.00	9,07,440.00
13.085	7000 CFM @ 20mm ESP / Class H motor / Ceiling Mounted	Nos	3	1,08,423	325269	4	3	325269	1	1,37,091.00	1,37,091.00
13.093	Supply & Installation 9 mm thick class 'O' INSUshield' non-fibrous, fire retardant (FR), closed cell, 32Kg/m3 density XLPE with Al.Foil, tri-dimensional chemically Cross Linked Polyethylene foam has been used for Duct Thermal insulation. The quoted price inclusive of adhesives cotton tapes, fixtures etc.,	Sqm	1580	448	707840	2228	1975	884800	253	562.00	1,42,186.00
16.006	PIPE STRAIGHTD40 Q=1 - Part No. 28114066041	Pcs	37	6,927	256299	111	46	318642	65	6,927.00	4,50,255.00
16.007	TEE EQUAL D40 - Part No. 2811400580	Pcs	5	3,543	17715	31	6	21258	25	3,543.00	88,575.00



16.008	QUICKDROP PUSH FIT D40XD20 - Part No. 2811411080	Pcs	14	1,709	23926	62	17	29053	45	1,709.00	76,905.00
16.009	CLIP PIPE D40M6 Q=I - Part No. 2811402220L	Pcs	180	154	27720	274	225	34650	49	154.00	7,546.00
16.01	SOCKET EQUAL D40 - Part No. 2811400280	Pcs	35	2,513	87955	102	43	108059	59	2,513.00	1,48,267.00
16.011	NIPPLE SOCKET D40X1 1/2 BSPT - Part No. 2811441780	Pcs	15	4,060	60900	23	18	73080	5	4,060.00	20,300.00
16.012	ELBOW 90 DEG. D40 - Part No. 2811400380	Pcs	25	2,250	56250	62	31	69750	31	2,250.00	69,750.00
16.013	PIPE 20 MM 6 MTR - Part No. 2811106604L	Pcs	9	3,202	28818	39	11	35222	28	3,202.00	89,656.00
16.014	ELBOW 90° D= 20MM - Part No. 2811100380	Pcs	14	894	12516	153	17	15198	136	894.00	1,21,584.00
16.016	CLIP PIPE D20 M6 20PCS - Part No. 2811102220L	Pcs	16	100	1600	62	20	2000	42	100.00	4,200.00
16.017	1/2" Brass ball valve	Pcs	14	390	5460	61	17	6630	44	390.00	17,160.00
16.018	1 1/2" Brass Ball valve	Pcs	3	2,784	8352	7	3	8352	4	2,784.00	11,136.00
16.019	M s Support Header	Pcs	75	279	20925	287	93	25947	194	279.00	54,126.00
16.02	M s Support Drop	Pcs	15	168	2520	58	18	3024	40	168.00	6,720.00
16.021	Installation Charges	Pcs	1	70,962	70962	5	1	70962	4	70,962.00	2,83,848.00



17.001	Supply, Installation, Testing and commissioning of Wall washer LED FIXTURE - 36W, LED, 3000K, IP 66 Light glue less with IP 68 Cable gland. The housing in light weight, made of high strength die cast aluminum and coated by static powder making it weather resistant. Protection screen in ultra-white tempered glass with high impact resistance IK07 Rated. High precision dial ensures precision angle adjustment. Premium thermal management by high heat conductivity aluminum alloy and thermal fins. Pure Polyester powder coating in Standard Grey Color. Precise structure and multi-protection silicon rubber seal guarantees the fixture IP66 rated. Power LED Module with high efficacy LED's, on Printed Circuit Board with metal core plate. CRI > 90, P.F>0.9, voltage input AC100-277V,50/60Hz. In-Built Electronic Power Supply for LED Module, which offers Protection against Short Circuit, Over- Voltage & Over- Current. Lens made of PC. 22/30 deg. beam angle. Estimated LED Lifetime is 50,000 hours minimum. LM80 report from LED Manufacturer. Wattage : 36W Operating Voltage : AC100-277V Dimensions : L1000×W52×H76MM Housing : Extruded Aluminium Beam Angle : As per requirement CCT : 3000K IP Rating : 66 IK Rating : IK06 Operating Temperature : -30°C ~ 45°C	Nos	44	9254	407176	100	55	508970	45	12,237.00	5,50,665.00
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17.003	<p>SITC of spike or surface mount IP66 LED spot projector with color temperature as per requirement with Luminous flux maximum 1690lm. Fixture should have body in die-cast aluminium and glass sealed optical chamber. Fixture should have wattage 10W . Fixture CRI should be > 80 . Fixture should have atleast Lumen maintenance of 115,000 hrs at L80 B10 or higher Fixture should have option of corrosion resistant coating (CRC). Fixture should have symmetric beam distribution .Fixture should be compatible with honeycomb louvre as well as coloured ring, snoot, visor and adjustable elliptical lens accessory to get the desired lighting effect and minimum glare , complete with power supply and required accessories (driver ,connector ,surge protection device) Complete in all respect as per architectural design requirement and Test report / certificates of manufacturer which are to be needed is to be submitted by contractor .Make is to be approved by Department</p> <p>Wattage : 10W Operating Voltage : AC100-277V Dimensions : D105xH1370mm Housing : Die Cast Aluminium Beam Angle : 15°/30° CCT : 3000K IP Rating : 66 IK Rating : IK06 Operating Temperature : -30°C ~ 45°C</p>	Nos	35	4462	156170	67	43	191866	24	5,649.00	1,35,576.00
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17.006	SITC of 0.6 M high LED Bollard luminaire made of die-cast aluminium alloy with highly transparent polycarbonate diffuser. Fixture should have IP rating of IP65 & IK rating of IK07. Fixture should run in 220/240V AC, 50-60Hz. Fixture should have wattage in between 10W. Fixture specifications to be :- Wattage : 10W Operating Voltage : AC100-277V Dimensions : L600xW163xDepth57mm Housing : Die Cast Aluminium, Beam Angle : Asymmetric CCT : 3000K, IP Rating : 65, IK Rating : IK06, Operating Temperature : -30°C ~ 45°C. Fixture should have CRI greater than 80. Fixture operating temperature range should be -10°C to +45°C. as per department design approved . Complete with all accessories (driver, connector, SPD) . Complete in all respect as per architectural design requirement and Test report / certificates of manufacturer which are to be needed is to be submitted by contractor .Make is to be approved by Department	Nos	17	11728	199376	69	21	246288	48	14,727.00	7,06,896.00
18.006	Supply, Integration, commissioning -Protocol Integrator with all accessories, connectors, software etc-----UPS	Nos	1	90,210	90210	2	1	90210	1	90,210.00	90,210.00
18.013	Floorwise DDC Controllers for Fire /ELV Systems	Sets	1	5,97,570	597570	4	1	597570	3	5,97,570.00	17,92,710.00
18.021	RTTS Resolution - 0.01 Degrees Room Type temperature sensor with Display suitable to be connected with above DDCs. Temperature Range- -20 to 70 Deg. 0-95%RH operation.	Nos	7	15,216	106512	9	8	121728	1	15,216.00	15,216.00
18.023	IAQ Indoor Air Quality Sensors with with Display PM 1,2.5,10, Co2, Rh, Temp Resolution - 0.01 Degrees	Nos	6	90,210	541260	9	7	631470	2	90,210.00	1,80,420.00



18.025	JTCWTS Resolution - 0.01 Degrees Immersion Type Chilled Water Temperature Sensor with Thermowell, the stem shall be minimum of 250 mm length Thermowell with all other mounting accessories as required - For AHU & CSU Units Chilled water lines.	Nos	14	11,113	155582	48	17	188921	31	11,113.00	3,44,503.00
Total					81,06,202.45			93,23,159.00			1,08,33,554.00

A. K. Kotwal
 (Adil Kotwal)
 Member, Working Group-(GJEPC)

Neville Tata
 (Neville Tata)
 Member, Working Group-(GJEPC)

Colin Shah
 (Colin Shah)
 Member, Working Group-(GJEPC)

Ravi Menon
 (Ravi Menon)
 CEO Mega CFC

Hanish Rathi
 (Hanish Rathi)
 ADC, SEEPZ, SEZ

Manish Kumar
 (Manish Kumar)
 ADC, SEEPZ, SEZ

Y Mangala
 (Y Mangala)
 PAO, SEEPZ, SEZ

Prasad Varwantkar
 (Prasad Varwantkar)
 DDC, SEEPZ, SEZ

CPS Chauhan
 (CPS Chauhan)
 JDC, SEEPZ, SEZ

R. K. Mishra
 (R. K. Mishra)
 DC, SEEPZ, SEZ



Minutes of the of Tender Evaluation Committee (TEC) meeting held on 8th January 2024 in respect of extra items and deviation in quantity for Mega CFC under the chairmanship of Shri R. K. Mishra, Development Commissioner, SEEPZ, SEZ

Date: 08/01/2024

Following members were present-

SEEPZ-SEZ:

Shri CPS Chauhan, Joint Development Commissioner (fdcseepz-mah@nic.in)
Smt Y. Mangala, PAO, SEEPZ, SEZ
Shri Hanish Rathi, ADC, SEEPZ-SEZ
Shri Manish Kumar, ADC, SEEPZ-SEZ (manishbarala.1991@gov.in)
Shri Palash Shankar, ADC, SEEPZ-SEZ
Shri Ghanshyam Bhandari, ADC, SEEPZ-SEZ (gs.bhandari12@nic.in)

GJEPC:

Shri Neville Tata, Member, Working Group- Mega CFC
(neville.tata@renaissanceglobal.com)
Shri Ravi Menon, CEO Mega CFC (ravi.menon@gjepcindia.com)

Meinhardt EPCM India Private Ltd.: PMC for Part A

Shri Mahesh Kelkar Project Manager, Part A (mahesh.k@meinhardtepcm.com)
Shri Shardul Rawle (Shardul.s@meinhardtgrouop.com)

WAPCOS Ltd: PMC for Statutory Compliances

Shri Aditya Patidar (patidaraditya071001@gmail.com)
Shri Radhanath Basak (basakm@gmail.com)

M/s VPCPL: Design Consultancy:

Shri Mehboob Patel (mehboob.p@vpcpl.co.in)

M/s Hariom Projects Pvt. Ltd.-HPPL: Civil Works etc. Contractor

Shri Anil Sangtani, Director M/s HPPL (hpplahmedabad@gmail.com)
Shri Ranjan Kumar (hpplahmedabad@gmail.com)

M/s Deore Dhamne Architects: PMC for Part B

Smt. Shilpa Dhamne (deoredhamne@gmail.com)
Shri Rahul Borse (dda.rahul@gmail.com)

M/s Godrej Interio: Contractor for Part B

Shri Avinash Yadav, Project Manager (ay@godrej.com)
Shri Ravi Shekhar (shekharr@godrej.com)
Shri Durgesh Divate, Site Engineer (divated@godrej.com)

The following points were discussed and finalized during the meeting:



Extra Item 1: Corian Marble work at 5th and 6th floor toilets

Corian marble was introduced later by design architect for the need of look and feel and aesthetics in particular for the executive floors 5th and 6th in executive toilet areas, where there will be a large outside audience for exhibition area and auditorium.

Claim by the contractor.

Proposed rate: 15,685/ Sqm (Rate analysis provided). Estimated quantity is 22.45 Sqm

Comments by Design Consultant (M/s VPCPL):

Corian work rate should be 11,967/- Per Sqmt

Comments by PMC Part A (M/s Meinhardt):

Since this item has limited quantity only on executive toilets on 5th and 6th floors and wastage is high due to the curved shape of marble. Hence rate of 12,567/- seems to be suitable as per rate analysis provided.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Corian Counter rate is modified to Rs.15,312/ Sqm

Decision by Tender Evaluation Committee

TEC decided that for hindrance free work and in the interest of the progress of the project, to approve the rate of Rs 12,657/ Sqm.



Extra Item 2: Modifications in fire doors

It was observed that the factory floors on 1st, 2nd and 3rd had huge machines which would be required to move in and out for maintenance at a later date, hence it was requested by GJEPC and accordingly the door width on entry doors at ground, lobby doors on 1,2,3 and staircase doors 1,2,3 had to be increased from clear width 1380mm to minimum requirement of 1600mm. Hence all 14 doors as indicated in drawings were modified by putting extra flap and or new shutter altogether. This requires modification work to all the fire doors

Claim by the contractor.

Proposed rate: Rs 3,16,507 Lumpsum (Rate analysis provided).

Comments by Design Consultant (M/s VPCPL):

It's only modification work and Lumpsum should be around Rs.2,07,151/-

Comments by PMC Part A (M/s Meinhardt):

The fire doors on ground -staircase and 1st-6th floors in AHU, Male toilet, Handicap and Male Executive were cut due to reduction in false ceiling height. The lumpsum rate of 11,000/- per door at 1,50,000/- lump sum seems suitable.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Rate proposed may be accepted.

Decision by Tender Evaluation Committee

TEC decided that for hindrance free work and in the interest of the progress of the project to approve the rate of Rs 3,16,507.



Extra Item 3: Kerb Stone

Providing and laying at or near ground level factory made kerb stone of M-30 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).

Claim by the contractor.

Proposed rate: 12,400/ Cum (Rate analysis provided). Estimated quantity is 9 cum.

Comments by Design Consultant (M/s VPCPL):

Kerb stone Rate should be 645/- Per RMT

Comments by PMC Part A (M/s Meinhardt):

This item was missed out in the Tender and is required for external site development. The rate per kerb stone is 180/- and RMT rate would be around 630/- per RMT

Comments by PMC for Statutory Compliance (M/s WAPCOS):

It seems work is being done at site, Tax invoice to obtain for submitted work order and Quotations.

Decision by Tender Evaluation Committee

TEC decided that for hindrance free work and in the interest of the progress of the project to approve the rate of Rs 12,400/ Cum.



Extra Item 4: Truss refabrication

Truss design was changed after erection due to the requirement and concern raised by the roof sheeting(puff panel) vendor as the slope provided was not adequate to drain the rain water. Hence new addition of king-post roof truss (factory-type roofing) was given by design consultant with modifications in the existing truss by removing already fixed purlins and adding by welding them to new length

Claim by the contractor.

Proposed rate: Rs 2,68,750 Lumpsum (Rate analysis provided).

Comments by Design Consultant (M/s VPCPL):

Its only modification /Refabrication work and lump sum should be around Rs 2,22,200.

Comments by PMC Part A (M/s Meinhardt):

This item has come in effect after roof sheeting vendor (puff panel, sandwich panel) vendor has pointed out the deficiency in slope for rainwater. The modification involved removing the purlins and refixing to new profile of truss. The extra cost seems to be reasonable which is paid directly to fabricator.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Justification may be recorded for need of extra item work. The item has been executed and rate proposed may be considered

Decision by Tender Evaluation Committee

TEC decided that for hindrance free work and in the interest of the progress of the project to approve the rate of Rs 2,68,000/-



Extra Item 5: Waterproofing of underground, overhead tanks and STP (sewage treatment plant)

This item was missed out while preparing the tender by design consultant. Thereafter, M/s.VPCPL had advised M/s. HPPL to submit a proposal for waterproofing methodology. Accordingly, a proposal was submitted by M/s. HPPL and was approved

Claim by the contractor.

Proposed rate: 315/ Sqm (Rate analysis provided). Estimated quantity is 433.46 Sqm

Comments by Design Consultant (M/s VPCPL):

Water Proofing rate should be 526/Sqm including injection grouting

Comments by PMC Part A (M/s Meinhardt):

This item was completely missed out in tender. The rate proposed by HPPL has been checked as per rate analysis provided and is found to be reasonable.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Proposed rate by the contractor may be accepted.

Decision by Tender Evaluation Committee

TEC decided that for hindrance free work and in the interest of the progress of the project to approve the rate of Rs 315/ Sqm for as laid measured area of the tanks



Extra Item 6: Injection grouting of underground, overhead tanks and STP (sewage treatment plant)

This item is a part of the waterproofing system approved under extra item 5 above and covers injection grouting per number of holes drilled and grouted

Claim by the contractor.

Proposed rate: 814/ no (Rate analysis provided). Estimated quantity is 120 Nos of grouting holes for an amount of Rs. 97,680/-

Comments by Design Consultant (M/s VPCPL):

Water Proofing rate should be 526/Sqm including injection grouting.

Comments by PMC Part A (M/s Meinhardt):

This item is part of the waterproofing item and rate is checked as per RA and found to be reasonable.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

Proposed rate by the contractor may be accepted.

Decision by Tender Evaluation Committee

TEC decided that for hindrance free work and in the interest of the progress of the project to approve the rate above of Rs. 814/- for 120 nos of grouting holes as measured for an amount of Rs. 97,680/-



Extra Item 7: Windows in toilets

This item was in Façade contract and was openable/ top hung window. Since this type of window as per BOQ is not possible to fix due to site constraints, special top sliding window with weight-load and locking arrangement was proposed

Claim by the contractor.

Proposed rate: 23,521/ no (Rate analysis provided). Estimated quantity is 14 Nos.

Comments by Design Consultant (M/s VPCPL):

This is Façade BOQ item (item No 4.01 to 4.07), This is considered in Façade BOQ with openable window, however now this is Sliding window as per Façade design. Rate is ok.

Comments by PMC Part A (M/s Meinhardt):

The item is considered in Façade Tender. It is specially designed window with lock and top slide arrangement. It will be fixed on toilet windows on all floors. The rate quoted seems to be reasonable.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

As commented by VPCPL "Window - This is Façade BOQ item (item No 4.01 to 4.07), This is considered in Façade BOQ with openable window, however now this is Sliding window as per Façade design" need more clarification on this. if the works executed pertains to facade works the payment should be made under facade contract. As proposed by HPPL it is for Windows for Toilets, AHU & Pantry.

Decision by Tender Evaluation Committee

TEC decided for permitting the above change and as per M/s. VPCPL comments above, this item is payable under the façade contract and the above rate is approved for Rs 23,521 per no.



Extra Item 8: Windows in pantry

Claim by the contractor.

Proposed rate: 13,448/ no (Rate analysis provided). Estimated quantity is 7 Nos.

Comments by Design Consultant (M/s VPCPL):

This is Façade BOQ item (item No 4.01 to 4.07), This is considered in Façade BOQ with openable window, however now this is Sliding window as per Façade design. Rate is ok.

Comments by PMC Part A (M/s Meinhardt):

The item is considered in Façade Tender. It is specially designed window with lock and top slide arrangement. Rate is reasonable.

Comments by PMC for Statutory Compliance (M/s WAPCOS):

As commented by VPCPL "Window - This is Façade BOQ item (item No 4.01 to 4.07), This is considered in Façade BOQ with openable window, however now this is Sliding window as per Façade design" need more clarification on this. if the works executed pertains to facade works the payment should be made through facade agreement. As proposed by HPPL it is for Windows for Toilets, AHU & Pantry.

Decision by Tender Evaluation Committee

TEC decided for permitting the above change and as per M/s. VPCPL comments above, this item is payable under the façade contract and the above rate is approved for Rs 13,448/ no.



Extra Item 9: Anti termite treatment

This item was completely missed out in the tender by design consultant. Hence this item was required to be executed at the plinth and basement areas for termite control

Claim by the contractor

Proposed rate: 139/ Sqm (Rate analysis provided). Estimated quantity is 1813 Sqm.

Comments by Design Consultant (M/s VPCPL):

Market rate for this item is 70/Sqm.

Comments by PMC Part A (M/s Meinhardt):

The rate provided is for IS6313-Part 2, 2 litres of emulsion concentrated by using chloropyifos 20% EC i.e. by diluting 1 litre of chloropyifos with 19 litres of water with spraying on the surface. The methodology is accepted as per PCI Pest Control of India specifications and relevant IS code 6313

Comments by PMC for Statutory Compliance (M/s WAPCOS):

DAR item not found matching the site requirement.

Decision by Tender Evaluation Committee

The rate analysis provided for the anti-termite treatment may be accepted at 130/- per sqm

Adil Kotwal,
Member Working
Group, GJEPC

Neville Tata,
Member Working
Group, GJEPC

Palash Shankar,
ADC, SEEPZ,
SEZ

Hanish Rathi,
ADC, SEEPZ, SEZ

ON LEAVE

Y. Mangala,
PAO, SEEPZ,
SEZ

CPS Chauhan,
JDC, SEEPZ, SEZ

17-01-2024

R. K. Mishra
DC, SEEPZ, SEZ

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Tender Evaluation Committee (TEC) Meeting –NEST 02

Minutes of the **Tender Evaluation Committee (TEC)** meeting of New Enterprises & Services Tower SEEPZ SEZ held on **08.11.2023** at 5:00 pm under Chairmanship of Shri R. K. Mishra, Development Commissioner, SEEPZ SEZ Authority.

The following were present: -

SEEPZ-SEZ:

- Shri CPS Chauhan, Joint Development Commissioner, SEEPZ, SEZ.
- Smt Y Mangala, PAO, SEEPZ, SEZ.
- Shri Haresh Dhailkar, ADC, SEEPZ, SEZ.
- Shri Hanish Rathi, ADC, SEEPZ, SEZ.
- Shri Palash Shankar, ADC, SEEPZ, SEZ.
- Shri Ghanshyam Bhandari, Assistant, SEEPZ, SEZ.

WAPCOS (PMC):

- Shri R N Basak, TLE
- Shri Aditya Patidar, Sr. Engineer

The following points were discussed & decided during the meeting:

M/s C K Infra vide letter no CKIL/HO/SEEPZ/Nov-2023/344 Date: 3.11.2023 and in various review meetings had requested for revision in payment milestone being a fast track project, to complete the project in given time line & to maintain cash flow in the project. Detailed BoQ for justification of actual expenditure occurred in Basement area (for excavation, foundation, raft, retaining wall, waterproofing, ramp, water tank, column up to ground floor) is submitted and proposed below changes in payment milestone keeping the total cost of the project unchanged.

As per agreement			Revised Payment Schedule of NEST-2 SEEPZ-SEZ		
Sr.No	Description	%	Description	%	% Change
A	DESIGN PHASE	4.50%	DESIGN PHASE	4.50%	No Change
B	CONSTRUCTION PHASE		CONSTRUCTION PHASE (on Pro rata Basis)		
1	Basement		Basement		
	RCC Work	4.00%	Excavation	2.00%	(+)10%
			RCC Foundation	4.00%	
			RCC Raft, Backfilling, Waterproofing	4.00%	
			RCC Wall	4.00%	
	Block Work	0.45%	Block Work	0.45%	No Change
	Plaster Work	1.45%	Plaster Work	1.45%	No Change
2	Ground Floor		Ground Floor		



As per agreement			Revised Payment Schedule of NEST-2 SEEPZ-SEZ		
Sr.No	Description	%	Description	%	% Change
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
3	First Floor		First Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
4	Second Floor		Second Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
5	Third Floor		Third Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
6	Fourth Floor		Fourth Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
7	Fifth Floor		Fifth Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
8	Sixth Floor		Sixth Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.35%	Plaster Work	1.35%	No Change
9	Terrace Floor		Terrace Floor		
	RCC Work	4.00%	RCC Column Upto Slab	2.00%	No change, Splitted only
			RCC Slab	2.00%	




As per agreement			Revised Payment Schedule of NEST-2 SEEPZ-SEZ		
Sr.No	Description	%	Description	%	% Change
	Block Work	1.45%	Block Work	1.45%	No Change
	Plaster Work	1.55%	Plaster Work	1.55%	No Change
	SUBTOTAL (B)	60.50%	SUBTOTAL (B)	70.50%	(+) 10%
C	MEP SERVICES		MEP SERVICES (on Pro rata Basis)		
1	Basement	1.50%	Basement	1.50%	No Change
2	Ground Floor	1.50%	Ground Floor	1.00%	(-) 0.50%
3	First Floor	1.50%	First Floor	1.00%	(-) 0.50%
4	Second Floor	1.50%	Second Floor	1.00%	(-) 0.50%
5	Third Floor	1.50%	Third Floor	1.00%	(-) 0.50%
6	Fourth Floor	1.50%	Fourth Floor	0.75%	(-) 0.75%
7	Fifth Floor	1.50%	Fifth Floor	0.75%	(-) 0.75%
8	Sixth Floor	1.50%	Sixth Floor	0.75%	(-) 0.75%
9	Terrace Floor	1.50%	Terrace Floor	0.75%	(-) 0.75%
	SUBTOTAL (C)	13.50%	SUBTOTAL (C)	8.50%	(-) 5.0 %
D	FINISHING SERVICES		FINISHING SERVICES (on Pro rata Basis)		
1	Basement	1.50%	Basement	1.50%	No Change
2	Ground Floor	1.50%	Ground Floor	1.00%	(-) 0.50%
3	First Floor	1.50%	First Floor	1.00%	(-) 0.50%
4	Second Floor	1.50%	Second Floor	1.00%	(-) 0.50%
5	Third Floor	1.50%	Third Floor	1.00%	(-) 0.50%
6	Fourth Floor	1.50%	Fourth Floor	0.75%	(-) 0.75%
7	Fifth Floor	1.50%	Fifth Floor	0.75%	(-) 0.75%
8	Sixth Floor	1.50%	Sixth Floor	0.75%	(-) 0.75%
9	Terrace Floor	1.50%	Terrace Floor	0.75%	(-) 0.75%
	SUBTOTAL (D)	13.50%	SUBTOTAL (D)	8.50%	(-) 5.0 %
E	EXTERNAL DEVELOPMENT		EXTERNAL DEVELOPMENT (on Pro rata Basis)		No change, Splitted only
	on completion	3.00%	After 25 % Completion	0.75%	
			After 50 % Completion	0.75%	
			After 75 % Completion	0.75%	
			On 100% completion of work	0.75%	
	SUBTOTAL (E)	3.00%		3.00%	
F	HANDOVER		HANDOVER		No change, Splitted only
	As Built Drawings/ Completion & Occupation NOC from SEEPZ/Fire department/MIDC/AAI/PCB etc	5.00%	On Completion of Project	2.00%	
			After submitting As Built Drawings	1.00%	
			Occupation NOC from SEEPZ/Fire department/MIDC/AAI/PCB etc	2.00%	
	SUBTOTAL (F)	5.00%	SUBTOTAL (G)	5.00%	
	GRAND TOTAL (A+B+C+D+E+F)	100.00%	GRAND TOTAL (A+B+C+D+E+F)	100.00%	

PMC-WAPCOS ltd recommended that the revised schedule proposed by the agency may be accepted, as the proposal seems realistic in terms of execution expenditure. As per




original payment milestone contractor is eligible for ₹ 3.83 crore for basement and as per actual expenditure submitted by agency is ₹13.58 crore. The changes proposed in the basement RCC portion in which total 14% (₹13.42 crore) is proposed against 4% (₹ 3.83 crore) for increase of milestone payment, and also proposed for reduction in milestone payment in MEP services and finishing services from 13.50% to 8.50% for both, it is ensured that there will be no change in design and total construction cost, which seems to be practical and acceptable. All other segments of the percentage of payments kept unchanged are splitted in stages. Also the agency has proposed for payment of every segment on a pro-rata basis which also may be accepted for approval. Till date actual expenditure of construction and material received at site submitted by the agency is around ₹ 25 crore against payment released of ₹ 4.58 crore.

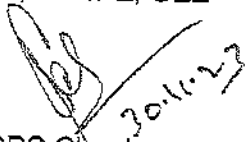
TEC decided to give approval after detailed discussion on submitted details and accepted the proposed changes in payment schedule of milestone as above.

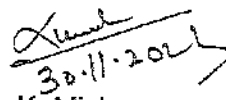

Palash Shankar
ADC, SEEPZ, SEZ


Hanish Rathi
ADC, SEEPZ, SEZ


Haresh Dahlikar
ADC, SEEPZ, SEZ


Y Mangala
PAO, SEEPZ, SEZ


CPS Chauhan
JDC, SEEPZ, SEZ


R. K. Mishra
DC, SEEPZ, SEZ

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 06

AGENDA ITEM NO. 06

क) प्रस्ताव :-

संचालन और रखरखाव के मुद्दों के संबंध में एसडीएफ-VIII के लिए सहकारी समिति के गठन का प्रस्ताव।

(A) Proposal :-

Proposal for formation of Cooperative Society for SDF-VIII regarding operational and maintenance issues.

ख). सेज़ अधिनियम, 2005 और सेज़ नियम 2006 के प्रासंगिक प्रावधान:

सेज़ अधिनियम, 2005 की धारा 34

**(B) Rule provision of SEZ Act 2005 & Rule 2006
Section 34 SEZ Act 2005**

ग). अन्य जानकारी

(C) Other Information:

व्यापार सुविधा से जुड़े मुद्दे:-

एसडीएफ VIII के यूनिट धारकों ने एसडीएफ VIII भवन के प्रचालन और रखरखाव के संबंध में कई मुद्दों की सूचना दी है और यह भी सुझाव दिया है कि वे एक सहकारी समिति बनाना चाहते हैं जो भवन का प्रचालन और रखरखाव करेगी।

Trade facilitation issues:-

SDF VIII unit holders have reported a number of issues regarding the operation and maintenance of the SDF VIII building and have also suggested that they wish to form a co-operative society that will look after the day-to-day operation and maintenance of the building.

इसके अलावा, एसडीएफ VIII के यूनिट धारकों ने एसडीएफ VIII भवन के लिए प्रस्तावित सहकारी समिति का गठन किया है और निम्नलिखित मुद्दों की जानकारी दी है:

Further, SDF VIII Unit Holders have formed proposed cooperative Society for SDF VIII building and informed following issues:

1. सभी यूनिटों में कांच के बने अगले हिस्से से पानी का रिसाव।

1. Water leakage from the glass façade in all units.

क) खुलने वाली खिड़कियों की एल्यूमीनियम फ्रेम से पानी रिस रहा है।

ख) छत में कुछ ऐसे क्षेत्र हैं जिन्हें निचली मंजिलों पर पानी आने से रोकने के लिए एसीपी या उपयुक्त सामग्री से ढंकने की जरूरत है।

ग) छत से पानी बाहर निकलने के लिए बहुत कम आउटलेट हैं।

a. Water is leaking from the openable windows aluminum structure.

b. There are certain areas in the terrace which need to be covered with ACP or suitable material to stop water coming to lower floors.

c. There are very few drainage outlets for water to flow out from the terrace.

2. बेसमेंट कार पार्किंग एरिया में पानी भर जाना।

- संपंप ठीक से काम नहीं कर रहे हैं और इसलिए वहां जल जमाव हो जाता है।
- वर्तमान में संप से फ्लशिंग सड़क पर खुले पाइपों से होती है और इसलिए कारों को आवंटित स्लॉट में पार्क नहीं किया जा सकता है और अक्सर खुले पाइपों से रिसाव होता रहता है। इसलिए ढकी हुई पाइपलाइन बनाने की जरूरत है।
- सर्विस लिफ्ट के बगल के बेसमेंट में पानी का स्थायी रिसाव होता है, जिसके कारण पानी सर्विस लिफ्ट वेल में चला जाता है और इससे लिफ्ट को प्रचालित नहीं किया जा सकता है।
- कुछ कार पार्किंग क्षेत्रों में बेसमेंट में मुख्य जल वितरण लाइन से पानी का रिसाव हो रहा है।
- बेसमेंट में जल निकासी पर अधिकांश ग्रिल क्षतिग्रस्त हैं और उनकी मरम्मत की आवश्यकता है।
- बेसमेंट रैंप फिसलन भरा है और कई दोपहिया वाहन फिसल चुके हैं। इसलिए रंबलर लगाने की जरूरत है।
- बेसमेंट की कई टाइलें टूटी हुई हैं। उन्हें प्रतिस्थापित करने की आवश्यकता है।

2. Water flooding in the basement car parking area.

- Sump pumps are not working properly & and hence water logging happens there.
- Presently flushing from the sump well is with open pipes on the driveway and hence cars cannot be parked in the allotted slots. And often the open pipes leak. Hence concealed plumbing needs to be done.
- There is a permanent leakage of water in the basement beside the Service lift because of which the water seeps into the service lift well and this lift cannot be operated.
- Water leakage from the main water distribution line in the basement in few of the car parking areas.



- Most of the grills on the drainage in the basement are damaged and need to be repaired.
- Basement ramp is slippery and many two-wheelers have slipped. So need to put rumblers.
- Many of the tiles in the basement are broken. They need to be replaced.

3. अग्रभाग के कुछ शीशे टूटे हुए हैं। उन्हें प्रतिस्थापित करने की आवश्यकता है।
4. हाउसकीपिंग के मुद्दे - छत और आश्रय क्षेत्र में जल निकासी लाइनें अवरुद्ध हैं।
5. सनसिटी होटल से एसडीएफ VIII की सड़क गड्ढों से भरी है और कई दोपहिया वाहन यहां फिसल जाते हैं।
अतः सड़क के इस हिस्से की मरम्मत करने का अनुरोध करें।
6. मुख्य फ्लश वाटर पंप की सर्विसिंग की आवश्यकता है क्योंकि संचालन के दौरान भारी शोर होता है।
7. छठे तल की सर्विस लिफ्ट के बगल वाले कमरे के दरवाजा नहीं मिला।
8. छठे तल की लॉबी में छत से पानी का रिसावा।

3. Few of the glasses in the façade are broken. They need to be replaced.
4. Housekeeping issues – Choked Drainage lines in the terrace and refuge area.
5. The Road to SDF VIII is full of potholes from Suncity Hotel and many of the two wheelers skid here. So request to repair this stretch of road.
6. The main Flush water pump needs to be serviced as there is a heavy noise when in operation.
7. Doors of the room next to the service lift. The 6th floor was not found.
8. Water leakage from terrace on the sixth floor lobby.

प्रस्तावित सहकारी समिति निम्नलिखित बिंदुओं पर स्पष्टता चाहती है:

1. पानी का बिल कौन भरेगा?
2. सामान्य बिजली बिल-लाइटिंग, लिफ्ट, पानी पंप, लॉबी एयर कंडीशनर, बेसमेंट में ताजी हवा और निकास प्रणाली।
3. हाउसकीपिंग पर्सनल
4. लिफ्ट संचालन प्रबंधन और एएमसी समावेशन
5. अग्निशमन प्रणाली संचालन एवं प्रशिक्षण
6. डीजी सेट चालू स्थिति में होना चाहिए

Proposed Cooperative Society seeks clarity on the following points:

1. Who will pay the water bills?
2. Common electricity bills-lighting, lifts, water pumps, lobby Air conditioners, fresh air & exhaust systems in the basement.
3. Housekeeping Personal

4. Lift operation management & AMC inclusions
5. The firefighting systems operation & training
6. DG set needs to be in operational condition

प्रस्तावित सहकारी समिति द्वारा मांगे गए उपरोक्त स्पष्टीकरण के मद्देनजर, यह प्रस्तावित है कि समिति भवन के रखरखाव का ध्यान रखेगी। हालांकि लीज रेंट और सर्विस चार्ज में कोई कटौती नहीं होगी।

In view of the above clarification sought by the proposed Cooperative Society, it is proposed that the society will look into the maintenance of the building. However there will be no reduction in the lease rent and service charges.

घ). अनुशंसा:

एसडीएफ-VIII के लिए सहकारी समिति का प्रस्ताव प्राधिकरण के समक्ष विचारार्थ रखा गया है।

(D) Recommendation :

Proposal of the Cooperative Society for SDF-VIII is placed before the Authority for Consideration.

कार्यसूची श्री राजेश कुमार और श्री मनीष कुमार, सहायक विकास आयुक्त, सीपज़ सेज़ द्वारा बनाई गई है।

Agenda Prepared by – Shri. Rajesh Kumar, UDC, SEEPZ-SEZ, Shri Manish Kumar, ADC Estate, SEEPZ-SEZ

७



राजेश कुमार

SDF-VIII PREMISES COOPERATIVE SOCIETY (PROPOSED)

SEEPZ-SEZ MIDC ANDHERI EAST MUMBAI 400096

Dt: 01/12/2023

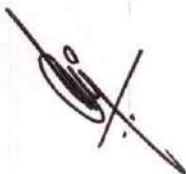
To DDC SEEPZ

Dear Sir,

Further to the meeting we had with you and as per your suggestion we have formed an ad-hoc committee to address the issues of SDF-VIII

Following are the issues that we request your office to look into and address a resolution for the same.

1. Water leakage from the glass facade in all units.
 - a. Water is leaking from the openable windows aluminium structure.
 - b. There are certain areas in the terrace which need to be covered with ACP or suitable material to stop water coming to lower floors.
 - c. There are very few drainage outlets for water to flow out from the terrace.
2. Water flooding in the basement car parking area.
 - Sump pumps are not working properly & and hence water logging happens there.
 - Presently flushing from the sump well is with open pipes on the driveway and hence cars cannot be parked in the allotted slots. And often the open pipes leak. Hence concealed plumbing needs to be done
 - There is a permanent leakage of water in the basement beside the Service lift because of which the water seeps into the service lift well and this lift cannot be operated.
 - Water leakage from main water distribution line in the basement in few of the car parking areas.
3. Most of the grills on the drainage in basement are damaged and needs to be repaired.
4. Basement ramp is slippery and many two-wheelers have slipped. So need to put **rumblers**
5. Many of the tiles in the basement are broken. They need to be replaced




6. Few of the glasses in the façade are broken. they need to be replaced
7. Housekeeping issues – Choked Drainage lines in terrace and refuge area.
8. The Road to SDF VIII is full of potholes from Suncity Hotel and many of the two wheelers skid here. So request to repair this stretch of road.
9. The main Flush water pump needs to be serviced as there is a heavy noise when in operation.
10. Doors of the room next to service lift. In 6th floor not found
11. Water leakage from terrace on the sixth floor lobby.

Need clarity on the following

1. Who will pay the water bills?
2. Common electricity bills – lighting, lifts, water pumps, lobby Air conditioners, fresh air & exhaust systems in basement
3. Housekeeping Personal
4. Lift operation management & AMC inclusions
5. The firefighting systems operation & training
6. DG set needs to be in operational condition

FOR SDF-VIII PREMISES COOPERATIVE SOCIETY (PROPOSED)


VINOD NAIR

Chairman


01/12/23.
RAVIRAJ POOJARI

Secretary


SUDHIR PARAB

Treasurer

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 07

AGENDA ITEM NO. 07

A. Proposal :

पूरे फायर सिस्टम और उसके डीजी सेट की व्यापक मरम्मत/प्रतिस्थापन

Comprehensive repair/ replacement of whole fire system & its DG Set

प्रोजेक्ट आईडी: E/12-22/MID/S-1/14

Project ID: E/12-22/MID/S-1/14

B. Relevant provision of SEZ Act, 2005 and Rules :

एसईजेड अधिनियम, 2005 और नियमों के प्रासंगिक प्रावधान :

एसईजेड अधिनियम, 2005 की धारा 34 (2) (ए) एसईजेड नियम 2006 के नियम 7 (2) के साथ पठित।

Section 34 (2) (a) of the SEZ Act, 2005 read with Rule 7 (2) of the SEZ Rules 2006.

C. Other Information :

अन्य सूचना :

बी एफ सी बिल्डिंग का निर्माण 2009 में MIDC द्वारा किया गया है और MIDC के तकनीकी मार्गदर्शन के साथ SEEPZ SEZ प्राधिकरण द्वारा इसका रखरखाव किया जाता है।

BFC Building is been Constructed by MIDC in 2009 and maintain by SEEPZ SEZ authority with technical guidance from MIDC.

SEEPZ के लिए SPA होने के नाते, MIDC को कार्य के निष्पादन के लिए 29.06.2023 को DPR प्रदान करने के लिए कहा गया था, जिसके अनुसार उन्होंने BFC बेसमेंट फायर सिस्टम और इसके DG सेट की मरम्मत के लिए लगभग रु. 72,28,000/- एक अस्थायी अनुमान बता दिया है।

MIDC, being SPA for SEEPZ, was asked to provide the DPR on 29.06.2023 for execution of the work accordingly they have conveyed a tentative estimate for Repair of BFC Basement Fire System & its DG Set amounting to approx. Rs. 72, 28,000/-

एक बैठक आयोजित की गई। बीएफसी भवन के निरीक्षण के बाद श्री वी.एन. सुपनेकर और उनकी राय के अनुसार, इसके लिए डीजी सेट के फायर पाइप को बदलने से लेकर अग्निशामक यंत्र, स्प्रिंकलर और फायर अलार्म सिस्टम को भी बदलने के लिए एक समग्र अभ्यास की आवश्यकता है।

A meeting was conducted with Shri. V.N Supnekar, after his inspection of BFC Bldg. and as per his opinion, it requires a wholistic exercise right from changing DG Set fire pipes to fire extinguisher, sprinkler & fire alarm system also.

इस तरह के विस्तृत कार्य को करने की आवश्यकता को देखते हुए, उन्होंने एमआईडीसी द्वारा प्रस्तुत डीपीआर के साथ आगे बढ़ने की सलाह दी

Looking at such exhaustive work required to be carried out, his advice to proceed with DPR submitted by MIDC.

कार्य का विस्तृत दायरा :

Detail Scope of Work : (C/6 – 10)

1. Dismantling of the existing pumps, panels, pipes, and related accessories.

मौजूदा पंपों, पैनलों, पाइपों और संबंधित सामानों को नष्ट करना।

2. Replacement of all the internal & external pumps. (C/6-7)

सभी आंतरिक एवं बाह्य पंपों का प्रतिस्थापन

3. Replacement of the whole rusted diesel tank of DG Set. (C/8)

डीजी सेट के पूरे जंग लगे डीजल टैंक को बदलना

4. Replacement of all rusted and worn out pipes, riser, strainer, flanges, pressure gauge etc. along with other plumbing accessories. (C/9)

सभी जंग लगे और बिसे-पिटे पाइपों, राइजर, स्ट्रेनर, फ्लेंज, प्रेशर गेज आदि के साथ-साथ अन्य प्लंबिंग सहायक उपकरणों को बदलना

5. Provision for electrical cabling and wiring for the entire system.

पूरे सिस्टम के लिए विद्युत केबल और वायरिंग का प्रावधान



6. Additional sprinkler, smoke detectors, sound column, speaker and microphone will be provided in the common passage of the BFC building at each floor as per requirement of Fire Department. (C/ 10)

अग्निशमन विभाग की आवश्यकता के अनुसार प्रत्येक मंजिल पर बीएफसी भवन के सामान्य मार्ग में अतिरिक्त स्प्रिंकलर, स्मोक डिटेक्टर, साउंड कॉलम, स्पीकर और माइक्रोफोन उपलब्ध कराए जाएंगे।

7. Obtaining FIRE NOC.

फायर एनओसी प्राप्त करना

अनुमानित लागत :

Estimated Cost :

Estimated Cost	61,18,917.75
Add 5% Contingencies	3,05,945.89
Add 12.5% ETP	8,03,107.95
Total	72,27,970.84
Say	72,28,000/-

परियोजना की अवधि :

Duration of the project :

एमआईडीसी द्वारा प्रदान किए गए अस्थायी अनुमान के अनुसार उक्त कार्य के निष्पादन की समय सीमा 03 महीने है। विस्तृत अनुमान अनुलग्नक के रूप में संलग्न है

The time limit for the execution of the said work is 03 Months time as per the tentative estimate provided by MIDC. The detail estimate is attached as annexure.

D. बजट प्रावधान /Budget Provision :

बीएफसी बेसमेंट, फायर सिस्टम और इसके डीजी सेट की मरम्मत/रखरखाव के लिए एजेंडा 1 (ए) क्रमांक 11 विकास आयुक्त/सीप्ल-एसईजेड की अध्यक्षता में 22.06.2023 को आयोजित 61वीं प्राधिकरण बैठक में लिया गया।

The Agenda 1(A) Sr. No. 11 for Repair /Maintenance of BFC Basement, Fire System & its DG Set taken in the 61st Authority meeting held on 22.06.2023 under the chairmanship of Development Commissioner/ Chairmanship, SEEPZ-SEZ.

विचार-विमर्श के बाद, प्राधिकरण ने कार्य सम्पादन हेतु रुपये 1,01,51,645/- की निधि को मंजूरी दे दी।
After deliberation, the Authority approved the Fund of Rs. 1, 01, 51,645/- for execution of work.

E. सिफारिश :

Recommendation :

बीएफसी बेसमेंट, फायर सिस्टम और इसके डीजी सेट की मरम्मत का प्रस्ताव, जिसकी राशि रु. 72,28,000/- सीपज़ सेज़ प्राधिकरण को विचारार्थ प्रस्तुत किये गये हैं

The proposal of Repair of BFC Basement, Fire System & its DG Set amounting Rs. 72,28,000/- is submitted to SEEPZ SEZ Authority for consideration.

कार्यसूची श्री राजेश कुमार और श्री मनीष कुमार, सहायक विकास आयुक्त, सीपज़ सेज़ द्वारा बनाई गई है।

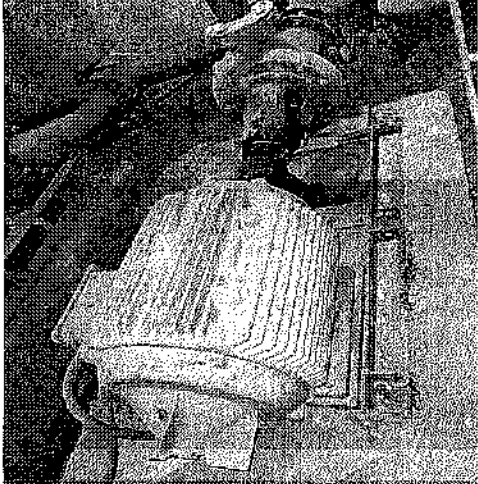
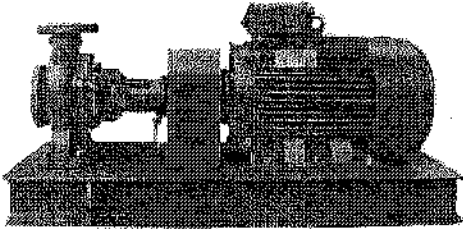
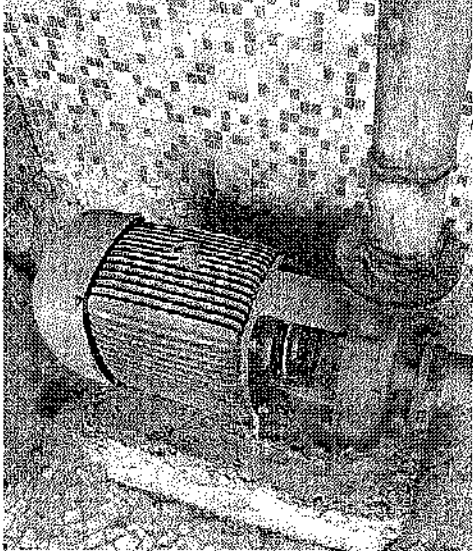
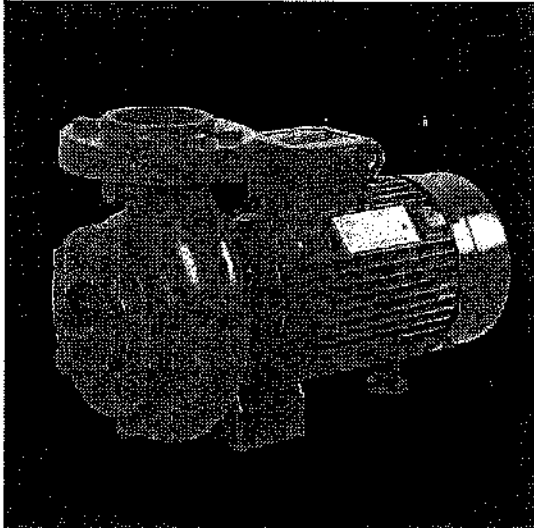
Agenda Prepared by – Shri. Rajesh Kumar, UDC, SEEPZ-SEZ, Shri Manish Kumar, ADC Estate, SEEPZ-SEZ



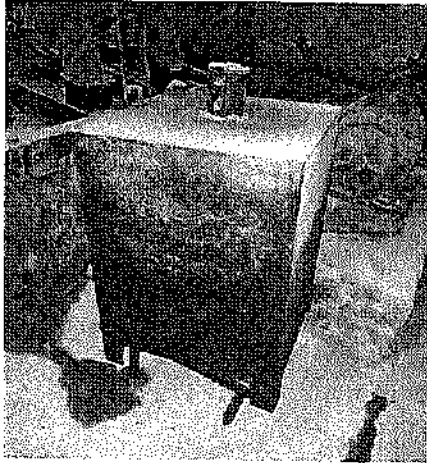
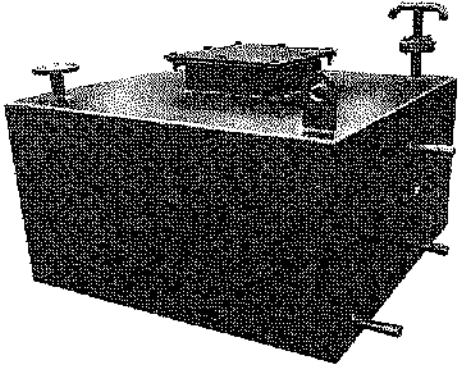
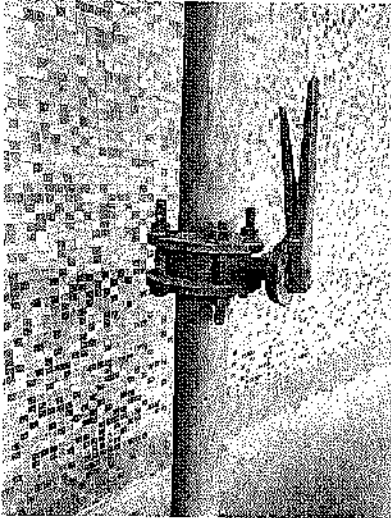
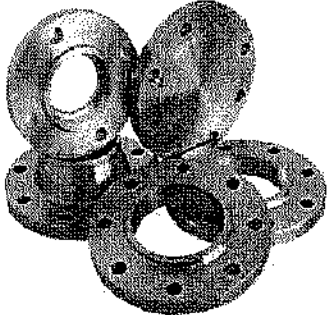
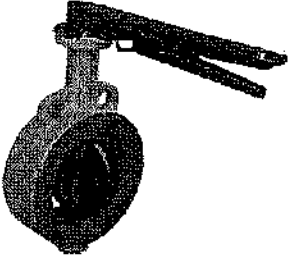
राजेश कुमार




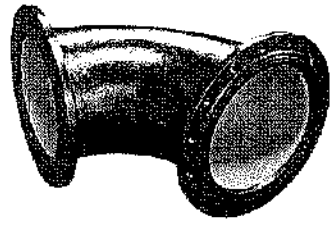
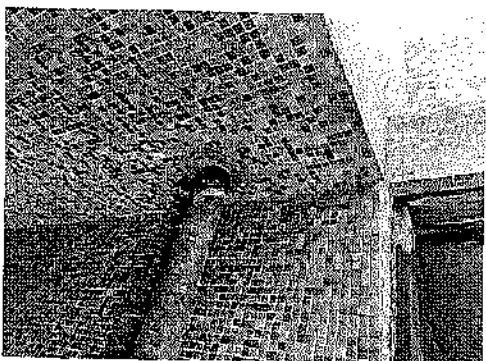
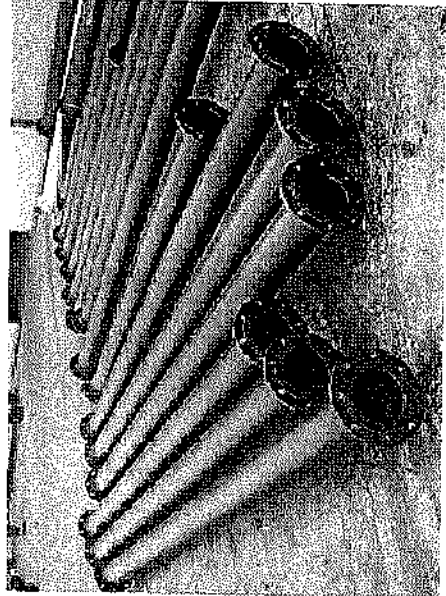
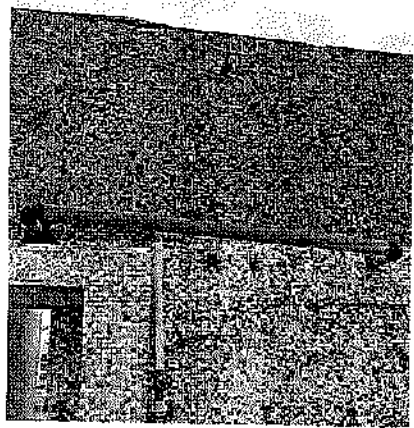
Recommendations

<u>Existing Equipments</u>	<u>Proposed Equipments</u>
 <p data-bbox="284 999 836 1037">Main fire pump 75HP for fire hydrant</p>	 <p data-bbox="903 994 1442 1072">Main fire pump 76 HP having 2280 to 2850 LPM at 80 to 60 m head</p>
 <p data-bbox="308 1655 815 1738">Booster fire pump 7.5HP at Terrace for pressurizing hydrant riser.</p>	 <p data-bbox="895 1635 1449 1713">Booster fire pump 7.5HP - 900 LPM at 35m head</p>

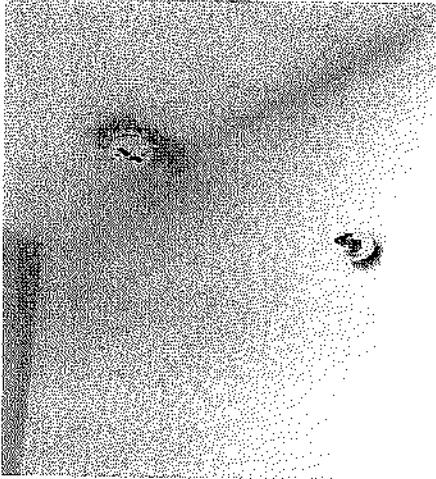
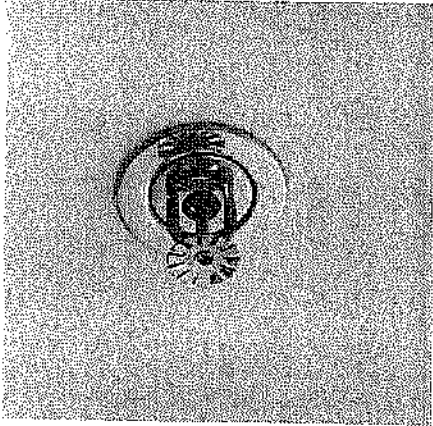
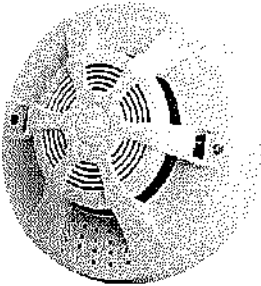


<u>Existing Equipments</u>	<u>Proposed Equipments</u>
 <p data-bbox="405 884 679 920">Rusted Diesel tank</p>	 <p data-bbox="1070 893 1238 929">Diesel tank</p>
 <p data-bbox="437 1576 639 1612">Rusted valve</p>	 <p data-bbox="1091 1308 1214 1344">Flanges.</p>  <p data-bbox="1038 1783 1262 1818">Butterfly valve.</p>



<u>Existing Equipments</u>	<u>Proposed Equipments</u>
	 <p data-bbox="1005 750 1220 795">CI pipe bends.</p>
	 <p data-bbox="1037 1512 1252 1556">New CI pipes</p>
	



<u>Existing Equipments</u>	<u>Proposed Equipments</u>
 <p data-bbox="272 1106 807 1189">Mislocated & non working Sprinklers & Fire Alarms</p>	 <p data-bbox="1054 936 1251 976">SS Sprinklers</p>
	 <p data-bbox="975 1563 1321 1603">Conventional Fire alarm</p>


MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

217743
21/06/2023



SUBMISSION OF DPR

Name of work: DC works... Replacing damaged Fire fighting system, fire alarm system and DG Set at BFC building in Seepz – SEZ premises.


23/06
Vallabh / Anant P.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

No.I/3777/2023

Date :- 19/06/2023.

To,
The Development Commissioner,
SEEPZ-SEZ Authority,
Andheri.

Sub: DC works... Replacing damaged Fire fighting system, fire alarm system and DG Set at BFC building in Seepz SEZ premises.

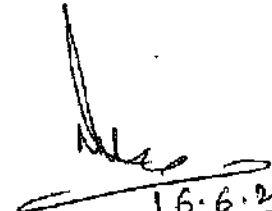
Ref: - 1. Your office letter No.E-OPT-12/163/2022-EO/22012 dt.26/12/2022 addressed to CE, MIDC, Andheri.
2. PPR submission via email dt.13/04/2023
3. Minutes of the Works committee meeting dt.25/5/2023.

Sir,

With reference to above, this office is submitting the DPR for subjected work amounting to **Rs. 72, 28,000.00** /- including 12.5% ETP charges.

For your Administrative Approval, please.

Thanking You.


16.6.23
Executive Engineer
MIDC, I.T. Dn.
Mumbai - 400 093

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Detailed Project Report

Sub: DC works... Replacing damaged Fire fighting system, fire alarm system and DG Set at BFC building in Seepz SEZ premises.

As per the approval to PPR for the subjected work, this office has carried out detailed site inspection of fire fighting system etc for BFC building and found that the complete pumping system needs to be replaced along with the fire pumps & panels, D G Set. It is necessary to provide additional sprinklers and sound alarm at the location as per the statutory requirements for obtaining Fire NOC for said building.

The scope of work is as below.

- Dismantling of the existing pumps, panels, pipes, and related accessories.
- Replacement of the whole rusted diesel tank of D G Set.
- Providing all new pumps.
- Replacement of all rusted and worn out pipes, riser, strainer, flanges, pressure gauge, hose reels with box etc. along with other plumbing accessories.
- Provision for electrical cabling and wiring for the entire system.
- Additional sprinkler, smoke detectors, sound column, speaker and Mic will be provided in the common passage of the BFC building at each floor as per requirement for obtaining Fire NOC for said building.

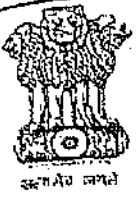

Time limit: 5 months after work order

Payment schedule: As per MoU.

The DPR amounting to Rs. 72, 28,000.00 /- is submitted for perusal and approval of SEEPZ Authority.



Executive Engineer
MIDC, I.T. Dn.
Mumbai - 400 093

	भारत सरकार / GOVERNMENT OF INDIA विकास आयुक्त का कार्यालय / OFFICE OF THE DEVELOPMENT COMMISSIONER सीएफ़ी विशेष आयुक्त क्षेत्र / SEEPZ SPECIAL ECONOMIC ZONE वाणिज्य एवं उद्योग मंत्रालय / MINISTRY OF COMMERCE & INDUSTRY -अंधेरी (पूर्व), मुंबई - 400 096 / ANDHERI (EAST), MUMBAI - 400 096 टेली / Tel : 022-28294790 ई-मेल / E-mail : dcseepz-mah@nic.in वेबसाइट / Web-site : www.seepz.gov.in	
	F.No. E-OPT-12/163/2022-EO/22016	

To,
 The Chief Engineer,
 MIDC, Udyog Sarathi Building,
 Mahakali Caves Road,
 Andheri (E)
 Mumbai - 400093

Date: 12.2022

Sub: Repair / Maintenance of BFC Basement, Fire System & its DG Set

Sir,

Business Facility Center Building (BFC) located in Sector 1 is a 5 floor building (B + G + 5)
 The half portion of the Basement area is occupied with Fire system, which is not in operation.
 Due to water logging during rainy season, the pump motors & its accessories are rusted which
 are need to be repair & also fire panel maintenance is also to be carry out.

Sr. No.	Project ID	Description
1	E/12-22/MID/S-1/14	BFC Bldg. fire System & its DG Set need to be repair

Following is the scope of work to be undertaken.

Sr. No.	Items Description	Quantity (Nos.)	Status of Item	Scope of Work
1	Repair / servicing of Fire Hydrant Main Pump : 75 HP	1 No.	Motor winding short circuited Pump not working	Details work are as follows : 1. All the pump motor rewinding to be done. 2. Servicing of all the pumps to be done. 3. Pump motor external body to be painted with anti rust paint. 4. All the fire system equipment to be painted with synthetic post office red paint. 5. Foundation of all Pumps to be cleaned & thereafter equipments
2	Fire Hydrant jockey Pump: 10HP	1 No.	Motor Terminal Box short circuited Pump not working	
3	Repair / servicing of Sprinkler Main Pump : 50 HP	1 No.	Motor winding short circuited Pump not working	
4	Sprinkler jockey Pump : 10HP	1 No.	Pump not working	

AE (C)
 27/12/22

Minutes of the meeting for deliberation by Works Committee reg. discussion on PPR and DPR received from MIDC held on 25.05.2023

Minutes of the meeting held on 25.05.2023 under the Chairmanship of Shri. Shyam Jagannathan, Development Commissioner, SEEPZ-SEZ regarding deliberation by Works Committee reg. discussion on PPR and DPR received from MIDC.

1. Review of PPR for BFC Bldg. Repair of Fire Fighting System / Fire Alarm System in SEEPZ-SEZ Premises.

[Project ID: E/12-22/MIDC/S-1/14]

Project cost: Rs. 71,53,100/-

As no specific budget is kept for the said project, A detailed justification for having budget provision to be asked to the Finance section, SEEPZ SEZ.

The said work is essential to provide Fire safety to the Bldg. as per Maharashtra Fire Prevention & Life Safety Measures Act 2006.

Following are the list of works to be added in the DPR from MIDC:

1. Signage of the Fire Fighting & Prevention System at BFC. Bldg.
2. Fresh Exit & Evacuation Layout marking the exit routes & location of the Fire Fighting system to be displayed on each floor of the Bldg. Premises.
3. Present Pumps, DG Sets & its accessories which are to be replaced with new one; MIDC must give detailed scrap value by deducting the amount from the total Estimate cost.

Accordingly, MIDC is requested to submit the DPR for the said project.

2. Raising height of compound wall from ch. 520 to ch. 690 including razor wire fencing and 600mm Dia concertina coil near M/s Sanghavi Jewels in Sector 6.

[Project ID: C/09-21/MID/S-A/006]

Project cost: Rs. 29,28,000/-

Administrative approval for the said work to be issued to MIDC. A chainage wise and sector wise compound wall maps based on Geographic Information System (GIS) to be shared to the Security division, SEEPZ SEZ.

3. Emergency repair work to service road from SDF I to Mega CFC site and resealing of joints in concrete road from Gate 1 to well chowk to multi-storied building.

[Project ID: C/05-23/MID/S-A/328]

Project cost: Rs. 47,96,400/-

The said project is on priority and needs to be completed before August 2023 as VVIP moment will be there for Mega CFC project. As no specific budget is kept for the said project, A detailed justification for having budget provision to be asked to the Finance section, SEEPZ SEZ.

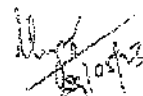
4. Emergency repair work to internal road near NEST 01 and resealing of joints in concrete road from well chowk to garbage plot.

[Project ID: C/05-23/MID/S-A/328]

Project cost: Rs. 52,61,800/-

The said project is on priority and needs to be completed before August 2023 as VVIP moment will be there for NEST 01 project. As no specific budget is kept for the said project, A detailed justification for having budget provision to be asked to the Finance section, SEEPZ SEZ.

5. Structural and civil repair works of SEEPZ Fire Station.

 25/05/23

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

ESTIMATE

Name of work: DC works... Replacing damaged Fire fighting system, fire alarm system and DG Set at BFC building in Seepz SEZ premises.

ESTIMATED COST 6424863.64 (N)
7228000.00 (G)

Reference to Administrative Approval by SEEPZ Authority

TECHNICAL SANCTION For Rs. (N)
Granted by
vide his register Item No.
for the month of

ESTIMATE PREPARED BY Name & Designation SHRI. R. S. PIMPLE,
AE

Signature

CHECKED BY Name & Designation SHRI. P. M. PANDIRE,
DE

Signature

DEPUTY ENGINEER, MIDC,
SEEPZ SUB DN

EXECUTIVE ENGINEER,
MIDC, IT DN, MUMBAI

COST ABSTRACT

Name of work: DC works... Replacing damaged Fire fighting system, fire alarm system and DG Set at BFC building in Seepz SEZ premises.

ESTIMATED COST	6118917.75
Add 12 % GST	0.00 GST is not applicable in SEZ area
ADD 5% CONTIGENCIES	305945.89
ADD 5 % ESCALATION	0.00
TOTAL	6424863.64 (N)
ADD 12.5% ETP CHARGES	803107.95
TOTAL	7227971.59
SAY RS.	7228000.00 (G)

MEASUREMENT & ABSTRACT

NAME OF WORK:- DC works... Replacing damaged Fire fighting system, fire alarm system and DG Set at BFC building in Scepz SEZ premises.

Item No.	Reference	Description	Measurement	Qty.	Unit	Rate	Amount
Plumbing Work & Accessories							
1	NSR	Supplying & Fixing, jointing & commissioning GI C class pipe with welded / flanged including providing & fixing nuts, bolts, rubber gaskets, etc.					
	b)	32 mm (1.25") dia.	21m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 21m	21.00	Mtr.	949.00	19929.00
	c)	40 mm (1.5") dia.	12m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 12m	12.00	Mtr.	1090.00	13080.00
2	PWD CSR Elect. 2022 - 23 Item No. 13-6-2	Supplying and erecting G.I. pipe 'C' class ERW 25 mm dia with necessary fittings complete as per specification no. FF-PP	6m (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) + 96m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 102m	102.00	Mtr.	348.00	35496.00
3	PWD CSR Elect. 2022 - 23 Item No. 13-6-3	Supplying and erecting G.I. pipe 'C' class ERW 50 mm dia with necessary fittings complete as per specification no. FF-PP	48m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 48m	48.00	Mtr.	705.00	33840.00
4	PWD CSR Elect. 2022 - 23 Item No. 13-6-4	Supplying and erecting G.I. pipe 'C' class ERW 65 mm dia with necessary fittings complete as per specification no. FF-PP	12m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 12m	12.00	Mtr.	893.00	10716.00
5	PWD CSR Elect. 2022 - 23 Item No. 13-6-5	Supplying and erecting G.I. pipe 'C' class ERW 75/80 mm dia with necessary fittings complete as per specification no. FF-PP	6m (EXTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES) + 84m (INTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES) + 24m (TERRACE FLOOR) + 18m (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) + 18m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 150m	150.00	Mtr.	1116.00	167400.00
6	PWD CSR Elect. 2022 - 23 Item No. 13-6-6	Supplying and erecting G.I. pipe 'C' class ERW 100 mm dia with necessary fittings complete as per specification no. FF-PP	42m (SPRINKLER SYSTEM, PIPES & FITTINGS) = 42m	42.00	Mtr.	1588.00	66696.00

Item No.	Reference	Description	Measurement	Qty.	Unit	Rate	Amount
19	PWD CSR Elect. 2022 - 23 13-7-22	Supplying and erecting 200 mm dia. cast iron double flange butterfly valve of size complete with PN16 pressure rating, as per specification no. FF-VL/BFV	3nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) = 3nos.	3.00	Nos.	9812.00	29436.00
	NSR	Supplying & Fixing laying & jointing m.s. weldable flanges including welding to pipes nuts, bolts etc. complete.					
20		b) 80 mm (3") dia.	16 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) + 2 Nos. (SPRINKLER SYSTEM, PIPES & FITTINGS)	18.00	Nos.	530.00	9540.00
21		c) 100 mm (3") dia.	12 Nos. (SPRINKLER SYSTEM, PIPES & FITTINGS)	12.00	Nos.	818.00	9816.00
22		d) 150 mm (6") dia.	18 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) + 1 Nos. (SPRINKLER SYSTEM, PIPES & FITTINGS)	19.00	Nos.	1028.00	19532.00
23		e) 200 mm (8") dia.	12 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM)	12.00	Nos.	2276.00	27312.00
24	PWD CSR Elect. 2022 - 23 13-7-23	Supplying and erecting 75/80 mm dia cast iron double flange NRV complete with PN16 pressure rating, as per specification no. FF-VL/NRV	1nos. (TERRACE FLOOR) + 2nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) = 3nos.	3.00	Nos.	6142.00	18426.00
25	PWD CSR Elect. 2022 - 23 13-7-25	Supplying and erecting 150 mm dia cast iron double flange NRV complete with PN16 pressure rating, as per specification no. FF-VL/NRV	1nos. (EXTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES) + 3nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) =	4.00	Nos.	13491.00	53964.00
26	PWD CSR Elect. 2022 - 23 13-7-26	Supplying and erecting 200 mm dia cast iron double flange NRV complete with PN16 pressure rating, as per specification no. FF-VL/NRV	1nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) = 1nos.	1.00	Nos.	21297.00	21297.00
27	PWD CSR Elect. 2022 - 23 13-8-8	Supplying and erecting 20/25mm dia gun metal air release cock, with necessary G.I. coupling to be fitted on top of air vessel or on wet riser complete as per specification no. FF-FFA/ARV	1 No. (INTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES) + 1 No. (TERRACE FLOOR) + 2 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) = 4 Nos.	4.00	Nos.	840.00	3360.00
28	PWD CSR Elect. 2022 - 23 13-8-14	Supplying and erecting 100 mm dia. pressure gauge, 0-300 PSI or 0-14 kg per cm square fitted with 12/15 mm dia. pad cock valve, erected with provided G.I. pipe, elbow etc. complete as per specification no. FF-FFA/PG	1 No. (TERRACE FLOOR) + 7 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) + 7 Nos. (SPRINKLER SYSTEM, PIPES & FITTINGS) = 15 nos.	15.00	Nos.	772.00	11580.00
29	PWD CSR Elect. 2022 - 23 16-6-29	Supplying and erecting CI flange 75/80 mm. dia with necessary nuts bolts and washers with rubber seal in position complete.	6 Nos. (TERRACE FLOOR) + 16 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM) = 22 Nos.	22.00	Nos.	428.00	9416.00
30	PWD CSR Elect. 2022 - 23 16-6-21	Supplying and erecting 0-100 lb/sq. inch pressure gauge having 4" dia complete with socket for 1/2" GI pipe complete.	1 No. (TERRACE FLOOR)	1.00	No.	716.00	716.00

Item No.	Reference	Description	Measurement	Qty.	Unit	Rate	Amount
70	PWD CSR Elect. 2022 - 23 7-2-15	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3 core 4 sq. mm. copper	70 Meter (TERRACE FLOOR)	70.00	Meter	242.00	16940.00
71	PWD CSR Elect. 2022 - 23 7-2-20	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3 core 2.5 sq. mm. copper conductor complete erected with glands	60m. (PUMP ROOM CABLES)	60.00	Meter	1065.00	63900.00
72	PWD CSR Elect. 2022 - 23 7-2-15	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3 core 4 sq. mm. copper conductor complete erected with glands	30m. (PUMP ROOM CABLES)	30.00	Meter	242.00	7260.00
73	PWD CSR Elect. 2022 - 23 13-9-12	Supplying, installing, testing and commissioning FR, XLPE armoured cable 8 core 1.5 sq.mm. copper conductor complete erected on wall/ ceiling complete as per specification no. CB-	15m. (PUMP ROOM CABLES)	15.00	Meter	238.00	3570.00
74	PWD CSR Elect. 2022 - 23 7-2-8	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 2 core 2.5 sq. mm. copper conductor complete erected with	50m. (PUMP ROOM CABLES)	50.00	Meter	144.00	7200.00
75	PWD CSR Elect. 2022 - 23 13-9-11	Supplying, installing, testing and commissioning FR, XLPE armoured cable 4 core 1.5 sq.mm. copper conductor complete erected on wall/ ceiling complete as per specification no. CB-	30 m. (TERRACE FLOOR)	30.00	Meter	135.00	4050.00
76	PWD CSR Elect. 2022 - 23 13-9-10	Supplying, installing, testing and commissioning FR, XLPE armoured cable 2 core 1.5 sq.mm. copper conductor complete erected on wall/ ceiling complete as per specification no. CB	1000 m (ADDRESSABLE FIRE ALARM & PA SYSTEM)	1000.00	Meter	111.00	111000.00
77	NSR	Supplying, fixing testing & commissioning of Cable Tray	1 Set. (PUMP ROOM CABLES)	1.00	Set	15000.00	15000.00
78	NSR	Supplying, fixing testing & commissioning of Earthing Strip	1 Set. (PUMP ROOM CABLES)	1.00	Set	3000.00	3000.00

Civil Works

79	Gen/A/3	Excavation for trenches, pits, pipelines, foundations, column	160 m. (EXTERNAL HYDRANT SYSTEMS PIPE &	30.00	cum	380.00	11400.00
80	Gen/C/1	Providing and laying in position plain cement concrete using granite or black trap graded metal including mixing in a mechanically operated mixer, dewatering, compacting, curing as required complete for all lifts up to a + 5 m. above or below the ground level where concrete is proposed, including centering/ shuttering using ordinary Portland cement. B) Using	Qty to be deducted from above item of pipe i.e., $3.14/4 \times 0.15 \times 0.15 \times 160 = 2.72 \text{ Cum} = 30 - 2.72 = 27.28 \text{ Cum}$ Say 28 Cum	28.00	Cum	4440.00	124320.00
81	NSR	Dismantling Existing Riser pipeline & accessories.	1 No. (INTERNAL HYDRANT SYSTEMS PIPE &	1.00	No.	40000.00	40000.00
82	NSR	Dismantling Existing Booster pipeline & accessories.	1 L/s. (TERRACE FLOOR)	1.00	Lumpsum	10000.00	10000.00
83	NSR	Dismantling of Existing Pumping System.	1 L/s. (PUMP ROOM COMMON FOR HYDRANT &	1.00	Lumpsum	100000.00	100000.00

Item No.	Reference	Description	Measurement	Qty.	Unit	Rate	Amount
51	PWD CSR Elect. 2022 - 23 13-8-2	Supplying and installing wall mounting swinging hose reel drum fitted with 19 mm dia. 30m long high pressure polypropylene (Polyhose) along with necessary accessories complete as per specification no. FF-FFA/HV	7 Nos. (INTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES)	7.00	Nos.	8009.00	56063.00
52	PWD CSR Elect. 2022 - 23 13-15-1	Supplying & erecting Carbon Dioxide (CO2) fire extinguisher of 4.5 kg. capacity cartridge type conform to IS 2878 /15683 complete erected with necessary clamp made from 50 x 6 mm. M.S. flat with nut & bolts routed in wall complete	16 Nos. (INTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES)	16.00	Nos.	9902.00	158432.00
53	NSR	Supplying & Fixing galvanised steel bucket of 9 ltrs. cap. with round bottom, cover painted with post office redpaint.	4 Nos. (INTERNAL HYDRANT SYSTEMS PIPE & FITTINGS WITH ACCESSORIES)	4.00	Nos.	1106.00	4424.00
	NSR	Supply & Fixing of Rubber Bellow.					
54		a) 80 mm	2 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM)	2.00	Nos.	6650.00	13300.00
55		c) 150 mm	3 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM)	3.00	Nos.	9972.00	29916.00

Fire Control Panel & Accessories

56	PWD CSR Elect. 2022 - 23 13-5-1	Supplying, erecting, testing & commissioning of fire pump control panel (FCP) of cubical construction, floor mounted type, fabricated from minimum 2 mm thick CRCA sheet.	1 No. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM)	1.00	Nos.	182320.00	182320.00
	A	For addition of capacity of main electric motor driven fire pump MEP (I working) for hydrant system is more than 22kW					
57	3	For main electric motor driven fire hydrant system pump of 45kW capacity & relevant capacity jockey pump add Rs....	3 Nos. (PUMP ROOM COMMON FOR HYDRANT & SPRINKLER SYSTEM)	3.00	Nos.	47686.00	143058.00
58	PWD CSR Elect. 2022 - 23 13-10-9	Supplying, installing, testing and commissioning of micro processor based intelligent addressable main fire alarm panel, central processing unit with the 2 loop capacity and capable of	1 No. (ADDRESSABLE FIRE ALARM & PA SYSTEM)	1.00	Nos.	171990.00	171990.00
59	PWD CSR Elect. 2022 - 23 13-10-9	Supplying, installing, testing and commissioning of addressable manual call points (break glass type/pull station type), made of addressable break glass plastic square in shape surface/flush	14 Nos. (ADDRESSABLE FIRE ALARM & PA SYSTEM)	14.00	Nos.	3575.00	50050.00
60	PWD CSR Elect. 2022 - 23 13-10-13	Supplying, installing, testing and commissioning of addressable horn cum strobe sound/ hooter, output frequency 500 to 1000 Hz with dB as per Chart given in IS 15908:2021, with flashing	14 Nos. (ADDRESSABLE FIRE ALARM & PA SYSTEM)	14.00	Nos.	7828.00	109592.00
61	PWD CSR Elect. 2022 - 23 13-10-6	Supplying, installing, testing and commissioning of addressable optical smoke detector, single/twin LED's with 360 degree view suitable for low voltage 15 to 32 V DC two wires supply	53 Nos. (ADDRESSABLE FIRE ALARM & PA SYSTEM)	53.00	Nos.	2371.00	125663.00

Item No.	Reference	Description	Measurement	Qty.	Unit	Rate	Amount
84	PWD CSR Elect. 2022 - 23 11-4-1	Dismantling unserviceable DG set up to 50 kVA capacity along with Switchgears & panel, etc. and remaking the site good as original.	1 DG set	1.00	Job	1643.00	1643.00
85	NSR	Rebate of all the replaced motors, pumps, flanges, etc. complete	The weight of all the pipe to be replaced = 4500 kg. The weight of single motor = 92.5 kg say 95 kg. Total 6 nos. of motor to be replaced = 95 x 6 = 570 kg. Total = 4500 + 570 = 5070 kg. 50% of depreciation for old rusted. Hence, 5070 x 0.5 = 2535 kg. Say 2550 Kg, Rate of scraped metal in market is Rs. 30 per Kg.	-2550.00	Kg	30.00	76500.00

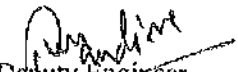
Painting

86	NSR	Supply & Painting of External Hydrant ring expose pipe.		1.00	Lot	6000.00	6000.00
87	NSR	Supply & Painting of Internal Riser pipe.		1.00	Lot	6000.00	6000.00
88	NSR	Supply & Painting of Terrace Booster line Pipe.		1.00	Lot	3000.00	3000.00
89	NSR	Supply & Painting of Sprinkler Line Pipe (Basement Floor)		1.00	Lot	12000.00	12000.00

NOC

90	NSR	Preparing floorwise drawing for BFC building showing the existing provision and that of proposed to be installed / erected and necessary liasoning for obtaining provisional Fire NOC and Final fire NOC etc. complete	1 Building (BFC)	1.00	Nos.	700000.00	700000.00
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Total in Rs.	₹ 61,18,917.75
Contingencies (5%)	₹ 3,05,945.89
Net Total	₹ 64,24,863.64
ETP (12.5%)	₹ 8,03,107.95
Gross Total	₹ 72,27,971.59
Say Rs.	₹ 72,28,000.00


 Deputy Engineer
 MIDC/SEEPZ Sub Dn.
 Mumbai-400 096.

सीपज़ सेज़ प्राधिकरण
सीपज़-विशेष आर्थिक क्षेत्र, सरकार। भारत की
वाणिज्य एवं उद्योग मंत्रालय
मुंबई

कार्यसूची मद संख्या/AGENDA ITEM NO. 08

A. प्रस्ताव /Proposal:-

पीएसयू के ऑनबोर्डिंग के लिए प्रस्ताव - सीपज़ सेज़ अंधेरी (ई), मुंबई में काम करने के लिए मैसर्स
वैपकोस लिमिटेड
Proposal for on boarding of PSU – M/s. WAPCOS Limited for works at
SEEPZ, SEZ Andheri (E), Mumbai

B. एसईजेड अधिनियम, 2005 और नियम, 2006 के प्रासंगिक प्रावधान/अनुदेश/अधिसूचना:
Relevant provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/
Notification:

जीएफआर 2017 के नियम 133 (3)/ Rule 133 (3) of GFR 2017

C. अन्य जानकारी / Other Information :-

जीएफआर 2017 के नियम 133 (3) के संदर्भ में कार्यों के लिए पीएसयू की वचनबद्धता के लिए रुचि
की अभिव्यक्ति 14 दिसंबर 2023 को सीपीपी पोर्टल पर प्रकाशित की गई थी।

The Expression of Interest for engagement of PSU for works in terms of
Rule 133 (3) of GFR 2017 was published on CPP Portal on 14th December
2023.

ईओआई 27 दिसंबर 2023 को खोला गया था तथा ईओआई में भाग लेने वाले बोलीदाताओं के
नाम ने निम्न है:

The EoI was opened on 27th December 2023, and name of participated
bidders are as under:

क्र. सं. / Sr. No.	बोलीदाताओं का नाम / Bidders name
1	मेसर्स आदर्श कंसल्टेंसी (M/s. Adarsh Consultancy)
2	मेसर्स आदर्श सरस्वती महिला शक्ति एवं ग्रामीण विकास समिति

	(M/s. Adarsh Saraswati Mahila Shakti Evam Gramin Vikas Samiti)
3	मेसर्स बीकेएलजी वेंडर्स प्राइवेट लिमिटेड (M/s. BKLK Vendors Private Limited)
4	मेसर्स ब्रेथवेट कंपनी लिमिटेड (M/s. Braithwaite Co. Ltd.)
5	मेसर्स महात्मा फुले अक्षय ऊर्जा और अवसंरचना प्रौद्योगिकी लिमिटेड। (M/s. Mahatma Phule Renewable Energy And Infrastructure Technology Ltd .)
6	मेसर्स वैपकोस लिमिटेड (M/s. WAPCOS Limited)

निविदा मूल्यांकन समिति ने भाग लेने वाले बोलीदाताओं द्वारा प्रस्तुत ईओआई का मूल्यांकन किया और उचित विचार-विमर्श के बाद सर्वसम्मति से ईओआई में बांछित कार्य के लिए मेसर्स WAPCOS लिमिटेड को शामिल करने का निर्णय लिया।

Tender Evaluation Committee evaluated the EoIs submitted by the participated bidders and after due deliberations decided with consensus to engage M/s. WAPCOS Limited for the desired work in EoI.

The Percentage Quoted by M/s. WAPCOS Limited are as follows:

क्र. सं. / Sr. No.	बोलीदाताओं का नाम / Bidder name	Percentage Quote		
		2 करोड़ तक की लागत के निर्माण कार्य Construction Works Costing upto Rs. 2 Crore	2 करोड़ से 5 करोड़ रुपये तक की लागत के निर्माण कार्य Construction Works Costing b/w Rs. 2 Crore to Rs. 5 Crore	5 करोड़ से अधिक लागत के निर्माण कार्य Construction Works Costing more than Rs. 5 Crore
1.	मेसर्स वैपकोस लिमिटेड WAPCOS Limited	6%	5.50%	5%

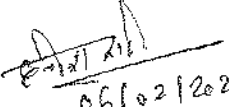
D. सिफारिश / Recommendation:

SEEPZ, SEZ अंधेरी (E), मुंबई में कार्यों के लिए PSU के रूप में मेसर्स WAPCOS लिमिटेड को शामिल करने का प्रस्ताव प्राधिकरण द्वारा स्वीकार किया जा सकता है।

Proposal to on-board M/s. WAPCOS Limited as PSU for works at SEEPZ, SEZ Andheri (E), Mumbai may be accepted by the Authority.

कार्यशुची श्री. हनिश राठी, सहायक विकास आयुक्त, सीएनजे
द्वारा बनाई गई है।

Agenda prepared by - Shri. Hanish Rathi, ADC, SEEPZ-SEZ


06/02/2024

SEEPZ SPECIAL ECONOMIC ZONE

ANDHERI (EAST), MUMBAI.

सुरक्षा प्रभाग

SECURITY Division

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 09

AGENDA ITEM NO. 09

(क) प्रस्ताव:-

मेसर्स एसपीएसपीएल को सिक्योरिटी मैनपॉवर करार प्रदान करना और एल2 बोलीदाता मेसर्स एसआईएसपीएल द्वारा उसके खिलाफ शिकायत के बारे में जानकारी।

(A) Proposal:-

Award of Security manpower contract to M/s SPSPL and information about complaint against him by L2 bidder M/s. SISPL.

(ख) नियम एवं प्रावधान:-

सामान्य वित्तीय नियम और सीपज़ प्राधिकरण नियम

(B) Rules & Provisions:-

GFR and SEEPZ Authority Rules

(ग) अन्य जानकारी

(C) Other Information:-

टीईसी ने एल1 बोलीदाता के रूप में मेसर्स एसपीएसपीएल को सिक्योरिटी मैन पॉवर सर्विस को करार प्रदान किया, लेकिन एक एल2 बोलीदाता ने एल1 बोलीदाता के दस्तावेजों के बारे में शिकायत की। मेसर्स एसपीएसपीएल ने अपना पक्ष प्रस्तुत किया और बीएमसी लाइसेंस की प्रामाणिकता की पुष्टि की। हालांकि, सेवा प्रदाता ने बॉम्बे शॉप एंड एस्टैब्लिशमेंट लाइसेंस आवेदन में टाइपोग्राफिकल त्रुटि को स्वीकार किया, माफी मांगी और सुनिश्चित किया कि भविष्य में गलतियां नहीं होंगी।

The TEC awarded a Security man power service contract to M/s SPSPL as a L1 bidder, but a L2 bidder complained about the L1 bidder's documents. M/s SPSPL provided justification and confirmed the authenticity of the BMC license. However, the service provider admitted to a typographical error in the Bombay Shop and Establishment License application, apologizing and ensuring future mistakes will not occur.

कंपनी ने टेंडर दस्तावेजों के लीक होने और G7 सिक्योरिटी सर्विस के एक प्रतिनिधि से मिली धमकी भरी कॉल के बारे में जानकारी सौंपी है। कंपनी का दावा है कि शिकायतकर्ता बॉम्बे शॉप एंड

इस्टैब्लिशमेंट लाइसेंस को लेकर एक बैठक के दौरान मौजूद था। उन्होंने लाइसेंस पुनः प्राप्त करने का प्रयास किया है लेकिन सफल नहीं हुए हैं। उन्होंने यह भी बताया कि वे GeM पोर्टल से अन्य बोलीदाताओं के दस्तावेज़ डाउनलोड नहीं कर सकते हैं।

The company has submitted information about leakage of tender documents and a threatening call received from a representative of G7 Security Service. The company claims that the complainant was present during a meeting about the Bombay Shop and Establishment License. They have attempted to retrieve the license but have not been successful. They also reported that they cannot download other bidders' documents from the GeM Portal.

एक अन्य मुद्दा श्री चेतन सिंह को प्राप्त धमकी भरा कॉल है, जो खुद को जी7 सिक्योरिटी सर्विसेज में सीनियर मार्केटिंग मैनेजर होने का दावा करते हैं। वह और एसआईएसपीएल के मनोज राडे अपनी ओर से पुलिस मामला दर्ज करने की योजना बना रहे हैं। कंपनी ने धमकी भरे कॉल को लेकर न्याय की गुहार लगाई है।

Another issue is the threatening call received from Mr. Chetan Singh, who claims to be the Sr. Marketing Manager at G7 Security Services. He and Manoj Rade of SISPL are planning to file a police case on their behalf. The company has requested justice for the threatening call.

इसके अलावा, उन्होंने प्रस्तुत किया कि एसपीएसपीएल ने उनके पति के एक पत्र के जवाब में नागपुर में एक शिकायत दर्ज की है, जिसमें कहा गया है कि सीपज़-सेज़ के मौजूदा सेवा प्रदाता के साथ उसका कोई प्रत्यक्ष या अप्रत्यक्ष संबंध नहीं है। कंपनी के छोटे भाई ध्रुवराज सिंह पर जम्मू और यूपी में ग्राहकों की जिम्मेदारी है और उन्हें इस मामले की जानकारी नहीं थी। शिकायत गलत पाए जाने पर सीपज़ प्राधिकरण कार्रवाई कर सकता है।

Further, they submitted that SPSPL has filed a complaint in Nagpur in response to a letter from their husband, stating that there is no direct or indirect association with the existing service provider of SEEPZ SEZ. The company's younger brother, Dhruvraj Singh, is responsible for clients in Jammu and UP and was not aware of the issue. The SEEPZ Authority can take action if the complaint is found incorrect.

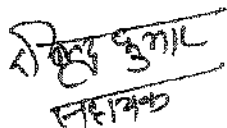
घ) . अनुशंसा:

प्राधिकरण के समक्ष मेसर्स एसपीएसपीएल को सिक्योरिटी मैन पॉवर सर्विस का टेंडर सौंपने की सूचना और कार्योत्तर अनुमोदन के लिए प्रस्तुत किया जाता है

(D) Recommendation:

The award of Security Manpower Services tender to M/s. SPSPL is submitted before the Authority for information and post facto approval.

कार्यसूची श्री. जगदीश गौर (अवर श्रेणी लिपिक) और श्री. हनिश राठी, सहायक विकास आयुक्त, सीपज़ सेज़ द्वारा बनाई गई है।


जगदीश गौर
सहायक

**SEEPZ SPECIAL ECONOMIC ZONE
ANDHERI (EAST), MUMBAI.**

विधि प्रभाग

Legal Division

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 10

AGENDA ITEM NO. 10

A) प्रस्ताव:-

सभी बकाया प्रभारों अर्थात किराया बकाया, अनुरक्षण प्रभार, सेवा प्रभार आदि पर लगाए गए ब्याज और जुमनि को माफ करने का अनुरोध।

Proposal :-

Request for waiver of interest and penalty levied on all outstanding charges i.e. rental dues maintenance charges service charges etc.

A) नियम एसईजेड नियम 2006 और एसईजेड प्राधिकरण 2009 के प्रासंगिक प्रावधान- :

एसईजेड प्राधिकरण नियम, 2009 के नियम 7(6) और नियम 8 (viii) के परंतुक के साथ पठित एसईजेड नियम, 2006 के नियम 18(2)(ii)

Rules Relevant provision of SEZ Rules 2006 & SEZ Authority 2009:-
Rule 18(2)(ii) of SEZ Rules, 2006 read with proviso of Rule 7 (6) and Rule 8 (viii) of SEZ Authority Rules 2009

Rule 18(2)(ii) of SEZ Rules, 2006

The Approval Committee shall approve the proposal if it fulfills the following requirements,

Availability of space and other infrastructure support applied for, is confirmed by the Developer in writing, by way of a provisional offer of space

PROVIDED that the Developer shall enter into a lease agreement and give possession of the space in the special Economic Zone to the entrepreneur only after the issuance of the Letter of Approval by the Development Commissioner

PROVIDED FURTHER that a copy of the registered Lease Deed shall be furnished to the Development Commissioner concerned within six months from the issuance of the Letter of Approval and failure to do so,

the Approval Committee may take action to withdraw the Letter of Approval after giving an opportunity of being heard.

Rule 7(6) of SEZ Authority Rules, 2009

The Authority shall have powers to write off irrecoverable losses of its property on account of theft, fraud, negligence, natural calamity, fire and irrecoverable lease rent, license fee and other user charges in respect of the assets and service of the Authority, including irrevocable dues on account of Court order and statutory proceedings.

PROVIDED that any write-off of losses beyond the sum of rupees one lakh shall be with the prior approval of the Central Government

Rule 8 (viii) of SEZ Authority Rules, 2009

The Development Commissioner who is the Chairperson and the Chief Executive Officer of the Authority shall-

execute lease Agreement between the Authority and the Units or other parties in respect of built up premises or land allotted in the format specified by the Authority

B) Present status:

दिनांक 01.02.2024 के पत्र के माध्यम से यूनिटधारकों का प्रस्ताव सभी बकाया शुल्कों यानी किराया बकाया, रखरखाव शुल्क, सेवा शुल्क आदि पर लगाए गए ब्याज और जुर्माने की छूट के लिए हस्तक्षेप/सहायता का अनुरोध कर रहा है और उन इकाइयों को भी जिन्हें निम्नलिखित सबमिशन के साथ SEEPZ SEZ प्राधिकरण से कोई निष्कासन आदेश प्राप्त नहीं हुआ है:

Proposal of the unit holders vide letter dated 01.02.2024 is requesting for intervention /assistance for waiver of interest and penalty levied on all outstanding charges i.e. rental dues maintenance charges service charges etc. and also to those units which did not receive any eviction order from the SEEPZ SEZ Authority with following submission :

- लंबित मुद्दों को हल करने के लिए डीजीएफटी, जीएसटी, आयकर आदि जैसे विभिन्न विभागों में विभिन्न माफी योजनाएं चल रही हैं। उसी की भावना में, वे अपने सभी शुल्कों से ब्याज और जुर्माना की छूट का अनुरोध करते हैं अर्थात् किराया बकाया, रखरखाव शुल्क, सेवा शुल्क और उन इकाइयों को भी जिन्हें एसईईपीजेड एसईजेड से कोई निष्कासन आदेश प्राप्त नहीं हुआ था।

Various amnesty schemes are going on in various departments like DGFT, GST, Income Tax etc to resolve the pending issues. In the spirit of the same, they request the waiver of the interest and penalty from their all charges i.e. rental dues , maintenance charges, service charges and also to those units which did not received any eviction order from the SEEPZ SEZ.

- उपपट्टा समझौते के निष्पादन और बकाया शुल्क के भुगतान यानी किराया बकाया, रखरखाव शुल्क, सेवा शुल्क और उप पट्टा समझौतों के निष्पादन) इकाइयां जो अब तक नहीं की गई हैं (के निष्पादन के संबंध में विविध अपील के माध्यम से मुंबई में माननीय सिटी सिविल कोर्ट के समक्ष लंबित मुकदमेबाजी मामलों को लंबे समय तक रोकने के लिए, वे एसईईपीजेड एसईजेड प्राधिकरण द्वारा आज की तारीख में उद्धृत बकाया देय राशियों की मूल राशि का भुगतान करने की पेशकश कर रहे हैं और भुगतान करना चाहते हैं और स्व-वित्तपोषित भवनों में अन्य इकाइयों की तरह ही भुगतान करना जारी रखेंगे। इसी प्रकार, जिन इकाइयों ने अब तक उप पट्टा करार निष्पादित नहीं किया है, वे भी संबंधित पर्वो/इकाइयों के लिए एसईईपीजेड प्राधिकरण के साथ उप पट्टा समझौतों को निष्पादित करने और रिकॉर्ड के लिए एसईईपीजेड एसईजेड प्राधिकरण को पंजीकृत उप पट्टा समझौते प्रस्तुत करने के लिए तैयार हैं

In order to avoid prolong of litigation cases pending before the Hon'ble City Civil Court at Mumbai by way of Misc Appeals challenging the Orders passed by the Estate officer/ Manager w.r.t. execution of sublease agreement and the payment of outstanding charges i.e rental dues, maintenance charges , service charges and execution of sub lease agreements (units which have not done till now), they are offering and willing to make the payment of principle amount of the outstanding dues levied by SEEPZ SEZ Authority as on date and will continue paying the same like other units in the self financed buildings. Similarly, units who have not executed sub lease agreement so far are also ready to execute the sub lease agreements with SEEPZ Authority for respective galas / units and submit the registered sub lease agreements to SEEPZ SEZ Authority for records.

- जिन इकाइयों ने मुकदमा दायर किया है, वे एसईईपीजेड प्राधिकरण द्वारा प्रस्ताव को स्वीकार किए जाने के बाद न्यायालय के समक्ष लंबित उपर्युक्त मामलों को वापस लेने का वचन देती हैं.

The units who have filed litigation, undertake to withdraw the aforesaid cases pending before the Court once the SEEPZ Authority accepts the proposal

C) Litigation status :-

- एसईईपीजेड++, बहुमंजिला भवन और एसडीएफ-VII में अधिकांश इकाइयां नियमित रूप से एसईईपीजेड प्राधिकरण को किराए का भुगतान कर रही हैं और उप-पट्टा समझौतों को निष्पादित कर रही हैं, केवल 8 इकाइयों ने पहले विविध अपीलों के माध्यम से कानून की अदालत के समक्ष वसूली नोटिस/आदेश/बेदखली आदेश जारी करने पर विवाद किया था, जिन्हें बाद में इसी तरह के अवलोकन के साथ दिनांक 22.12.2020 के निर्णय के तहत निपटाया गया था और मामलों को पहले सामग्री पर

विचार करने के निर्देशों के साथ एसईईपीजेड एसईजेड प्राधिकरण को वापस भेज दिया गया था उसे और एक तर्कपूर्ण आदेश पारित करें।

Most of the units in SEEPZ++, Multistoried building and SDF-VII are regularly paying rent to SEEPZ Authority and executed the sub lease agreements, only 8 number of units had earlier disputed the issuance of recovery notices/orders/Eviction orders before the Court of law vide Misc Appeals which were subsequently disposed off vide Judgment dated 22.12.2020 with similar observation and matters were remanded back to SEEPZ SEZ Authority with directions to consider the material before him and pass a reasoned order.

- तदनुसार, प्राकृतिक न्याय के सिद्धांत का पालन करते हुए व्यक्तिगत सुनवाई का अवसर प्रदान करने के बाद, उपरोक्त सभी 8 इकाइयों के मामले में आदेश पारित किए गए। जिसके विरुद्ध उपर्युक्त तीन इकाइयों ने सिटी सिविल कोर्ट मुंबई के समक्ष विविध अपील की है, जिसमें उप-पट्टा समझौते के निष्पादन और पट्टे के किराए के लिए बकाया राशि के भुगतान के संबंध में संपदा अधिकारी द्वारा पारित उक्त आदेशों को चुनौती दी गई है

Accordingly, after granting an opportunity of personal hearing following the principle of natural justice, orders were passed in case of all aforesaid 8 units. Against which the above three units have preferred Misc. Appeal before City Civil Court Mumbai challenging the said orders passed by Estate Officer w.r.t. execution of sublease agreement and the payment of outstanding dues towards the lease rent.

The details are as under :

Sr. No	Unit Name	Case No.	Outstanding dues raised in Speaking orders	Interim order	Present status
1.	M/S. MOHIT DIAMONDS PVT LTD	MISC . APPEAL No. 16 OF 2023	Rs.1,29,67,245.67/- as on 22.02.2023	19.04.2023	An interim relief granted in terms of non implementation of the Order passed by the Estate Manager, is continued till next date of order.
2.	M/S. CRAFTSMAN JEWELLERY PVT LTD	MISC APPEAL No. 17 OF 2023	Rs. 21,09,596.93/- as on 22.02.2023	28.03.2023	

3.	M/S. INDOJEWEL JEWELLERY LTD	MISC. . APPEAL No. 69 OF 2023	Rs.49,24,563.64/- as on 21.05.2023	05.07.2023	All cases were last listed on 03.01.2024, wherein time was granted to SEEPZ to file sur-rejoinder, with directions to serve the in advance the copy of the same to Appellants. Copy of Affidavit in sur rejoinder have been served accordingly. The Next date of hearing is 12.02.2024.
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➤ The details of outstanding dues as on 23.01.2023 are as under:

S r. N o.	Unit Name	Rent	Service Charges	Interest	Fire Cess	Fire Cess Interest	Fine & Penalty	Crec he/G ate Pass	Amount (Outstanding dues as on 03.04.2023)
1	<u>M/s. Mohit Diamonds Pvt. Ltd.</u>	34,48,433.84	55,89,173.82	55,05,488.86	2,22,430.64	35,882.13	4,000	5,000 (Crec he)	1,48,10,409.29
2	<u>M/s. Craftsman Jewelry Pvt. Ltd.</u>	5,60,794.16	7,60,697.52	9,53,788.59	8,903.98	23,228.47	-	-	23,07,412.72
3	<u>M/s. Indojewel Jewellery Pvt. Ltd.</u>	11,49,509.24	16,82,267.76	19,71,576.03	19,690.80	51,975.31	12,09,577	-	60,84,596.14
	TOTAL	51,58,737.24	80,32,139.10	84,30,853.48	2,51,025.42	1,11,085.91	12,13,577.00	5,000.00	2,32,02,418.15

- पहले विवादित अन्य पांच इकाइयों ने भी व्यक्तिगत सुनवाई के दौरान आश्वासन दिया है कि वे किसी भी मुकदमेबाजी/अदालती मामले के लिए कार्यवाही नहीं करेंगे, और निर्धारित समय के भीतर बकाया किराया बकाया चुकाने और अपनी संबंधित इकाई के संबंध में उप पट्टा समझौते को निष्पादित करने के अपने आश्वासन के अनुसार कार्य किया। विवरण निम्नानुसार हैं

Other five units disputed earlier have also assured during the personal hearing that they won't be proceeding for any litigation/ Court case, and acted according to their assurance to clear the outstanding rental dues within stipulated time and execute the sub lease agreement w.r.t. their respective unit. The details are as under :

Sr. No.	Unit Name	Amount mentioned in the Recovery Order	Amount
1	M/s. Twinkle Diamond Jewellery (India) Pvt. Ltd.	Rs. 8,06,063.93/- as on 12.12.2022	Full and final payment made on 30.01.2023
2	M/s. Munic Jewellery Pvt Ltd.	Rs.27,51,806.13/- as on 30.06.2023	Full and final payment made on 10.10.2023
3	M/s. Euroshine Jewellery Works Pvt. Ltd.	Rs.34,13,284/-	Full and final payment made on 08.03.2023
4	M/s Patdiam Jewels Pvt Ltd	Rs.14,95,389.38/- as on 20.10.2022	Full and final payment made on 05.12.2022
5.	M/s Patdiam Jewellery	Rs. 1880991.89 as on 24.01.2019	Full and final payment made on 07.02.2023

- मेसर्स स्टार ब्रिलियंट प्राइवेट लिमिटेड ने दिनांक 01.02.2024 के पत्र के माध्यम से वेटर ऑफ द इंटरेस्ट और पेनल्टी के लिए भी अनुरोध किया है। 23.01.2023 को बकाया राशि का विवरण इस प्रकार है

M/s. Star Brillian Pvt Ltd has also made the request for the waiter of the Interest and penalty vide letter dated 01.02.2024. The details of outstanding dues as on 23.01.2023 are as under :

Sr. No.	Unit Name	Rent	Service Charges	Interest	Fire Cess	Fire Cess Interest	Fine & Penalty	Creche/ Gate Pass	Amount (Outstanding dues as on 03.04.202)
1	M/s. Star Brillian Pvt. Ltd.	8,93,245.88	12,11,140.74	5,46,193.67	14,176.66	36,983.13	6,83,217.84	776.64 (Gate Pass)	33,85,734.56

Unit							
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➤ The details of request w.r.t. waiver of interest are as under:

Sr. No	Unit Name	Rent (In Rs)	Service Charges (In Rs)	Total Outstanding dues (Rent and Service Charges) (In Rs)	Interest (In Rs)
1	M/s. Mohit Diamonds Pvt. Ltd.	34,48,433.84	55,89,173.82	9037607.66	55,05,488.86
2	M/s. Craftsman Jewelry Pvt. Ltd.	5,60,794.16	7,60,697.52	1321491.68	9,53,788.59
3	M/s. Indojewel Jewellery Pvt. Ltd.	11,49,509.24	16,82,267.76	2831777	19,71,576.03
	Total(1 to 3)	51,58,737.24	80,32,139.10	13190876.34	84,30,853.48
4.	M/s. Star Brillian Pvt. Ltd. Unit	8,93,245.88	12,11,140.74	2104386.62	5,46,193.67

E) Recommendation

दिनांक 01.02.2024 के पत्र के माध्यम से इकाई का अनुरोध सभी बकाया शुल्कों यानी किराया बकाया, रखरखाव शुल्क, सेवा शुल्क आदि पर लगाए गए ब्याज और दंड की छूट के संबंध में।

Request of the unit vide letter dated 01.02.2024 w.r.t. waiver of interest and penalty levied on all outstanding charges i.e. rental dues maintenance charges service charges etc.

यह कार्यसूची श्री जनेश त्रिपाठी (अवर श्रेणी लिपिक) श्री राजेश कुमार, (प्रवर श्रेणी लिपिक) और श्रीमति रेखा नायर, सहायक विकास आयुक्त द्वारा तैयार की गई है।

जनेश त्रिपाठी

राजेश कुमार

Received on : 29/05/2018
Registered on : 29/05/2018
Decided on : 22/12/2020
Duration : Y M D
02 06 23

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

MISC. APPEAL NO.175 of 2018

M/s.Craftsmen Jewellery Private Limited
A Company registered under the
Companies Act,1956, having its
registered office at Unit No.001,
SEEPZ ++, Block no.1, SEEPZ
SEZ, Andheri (E), Mumbai-96

..Appellant

Versus

- 1) The Development Commissioner,
SEEPZ-SEZ, Andheri (E),
Mumbai-96
- 2) Estate Manager,
SEEPZ-SEZ Authority,
Andheri (E), Mumbai-96

..Respondents

**CORAM: H.H.THE PRINCIPAL JUDGE
S.B.AGRAWAL**

**DATED: 22nd December,2020
(C.R.No.19)**

Shri Sunny Shah, i/b. M/s.Hariani & Co. for appellant.
Shri M.S. Bharadwaj, with Shri S.R. Rajguru for respondents.

ORAL JUDGMENT

This appeal under Section 9 of the Public Premises (Eviction of Unauthorised Occupants) Act,1971 ("the Act" for short) is preferred against the order dated 15th May,2018 passed by the respondent no.2-

Estate Manager, SEEPZ SEZ, Andheri (E), Mumbai-96 thereby directing the appellant to pay an amount of Rs.8,85,011.39 within 15 days from the date of receipt of the order in respect of subject premises viz. Unit No.001, Tower-1, SEEPZ++, SEEPZ SEZ, Andheri (E), Mumbai-96 as also order dated 23rd February,2018 directing eviction of the appellant from the said premises.

2. Briefly stated the facts leading to the present appeal are as under:

It is not in dispute that the subject premises were allotted to the appellant by the Maharashtra Industrial Development Corporation ("MIDC" for short) in the year 2002 after accepting premium of Rs.3,150/- per square foot totaling Rs.1,15,75,100/-. Accordingly, allotment letter was issued to the appellant and a Lease Deed was to be executed in accordance with the allotment letter and nominal lease rent of Rs.100/- was payable on annual basis thereafter. Possession receipt was also issued to the appellant. However, thereafter, the MIDC demised the premises unto the President of India through the respondent no.1 Development Commissioner of SEEPZ SEZ for a period of 95 years and an Indenture of Sub Lease was to be entered between the appellant and respondent no.1 for a period of 95 years. However, since this document would attract stamp duty and the one with MIDC would not, appellant requested for waiver or a direct lease from MIDC as agreed.

3. The respondent no.1 however, leveled ground rent in contravention with the terms and conditions of the allotment orders and despite the MIDC writing to respondent no.1 not to levy any additional

lease rent and also took exception on the ground of non execution of sub lease and not holding a valid Letter of Permission (LOP).

4. Respondent no.2 then issued a show cause notices to the appellant under the PPE Act on the aforementioned grounds and called upon the appellant to specify as to why an order in respect of the same ought not be made.

5. The notice was replied to. Several grounds were raised challenging the demand. Moreso, considering the agreement of the appellant with the MIDC it was specifically contended that the amount liable to be paid after the payment of substantial lease premium to the MIDC at the inception, as per the agreement was Rs.100/- per annum and the rate at which the same was applied was highly exorbitant which the respondent no.1 was not entitled to levy. It was also stated that the current Letter of Permission (LOP) was renewed on 25th July,2016 and also the reason for non execution of sub-lease as stated herein above.

6. The fundamental ground of objection raised by the learned counsel for the appellant is that although substantial grounds have been raised against the respondent; without considering the contents in the reply and the grounds raised therein, the respondent no.2 has passed a cryptic order without assigning any reason or discussing the contentions raised by the appellant.

7. Learned counsel for the respondent on the other hand supported the impugned order and sought dismissal of the appeal.

8. Both the sides have filed their written submissions. However, considering the narrow compass, at this stage, I deem it fit to frame the following points and my findings thereon for the reasons therefor are as under:

<u>POINTS</u>	<u>FINDINGS</u>
1. Whether the impugned order passed by the respondent no.2 is a reasoned order?	..In the negative
2. Whether the impugned order is sustainable in law?	..In the negative
3. What order?	..As per final order

REASONS

Point nos.1 and 2:

9. At the outset, it would be appropriate to mention that the appellant was allotted the subject premises not by the respondent no.1 but by the MIDC which is neither a party before the Estate Officer nor before this court. The allotment was made after accepting a substantial amount of premium and an yearly lease rent of Rs.100/- in lump sum was agreed to be paid by the appellant to the MIDC. Infact, a lease agreement was to be executed between the appellant and the MIDC as per the terms of the allotment letter.

10. However, in the meanwhile MIDC entered into lease and demised the entire property in the President of India through respondent no.1 and it is in such circumstances, that the respondent no.1 had come into picture who started insisting the appellant to pay annual lease rent at

different rate than what was agreed between the appellant and the MIDC and abide by all other terms and all these aspects were raised by the appellants in their reply to the Estate Officer.

11. However, perusal of the impugned order would reveal that none of the grounds raised in the reply have been considered by the Estate Manager nor he has given any reason in support of his conclusion. The question as to whether the respondent no.1 was entitled to levy the amount as claimed by them and whether the appellant was liable to pay the said amount was also not adjudicated upon. The contentions of the appellant as regards the other grounds for eviction were also not deliberated upon, although they are reproduced in the order.

12. It is trite law that any quasi judicial authority deciding upon an issue having civil consequence ought to adhere to the fundamental principles of the natural justice and passing of a reasoned order is a *sine qua non* to demonstrate such adherence. Parties to the dispute must understand the reason for the consequences that are going to follow and even the appellate forum is handicapped in the absence of such reasons. The impugned order merely records that opportunity of hearing was given to the appellant. It also records submission of reply and written submissions but nothing therefrom has been considered and discussed in the impugned order. Such an order cannot be sustained in law.

13. Learned counsel for the respondent no.2 relied upon the judgment of the Hon'ble Bombay High Court in the case of *Piadiam*

Jewels Pvt. Ltd. V/s. A.S. Aguiar & Ors., in Writ Petition No.832/1997 decided on 4th November,2009 wherein the Hon'ble Bombay High Court did not interfere in the order passed by the City Civil Court although one important aspect germane to the proceedings was not considered by the City Civil Court. It has to be noted that the situation in the present case is altogether different inasmuch as none of the contentions raised by the appellant was deliberated upon by the Estate Manager i.e. respondent no.2. Furthermore, the Hon'ble High Court thought it fit not to interfere in it's extra ordinary jurisdiction under Article 226 of the Constitution of India whereas the present proceedings is substantially different.

14. In such circumstances, I have no other alternative that to set aside the impugned order and remand the matter to the Estate Manager for passing speaking order after considering the contention raised by the appellant and giving appropriate reasons. In such circumstances, I answer the points accordingly and pass the following order:

ORDER

- 1) Misc.Appeal No.175/18 is partly allowed.
- 2) Impugned orders dated 23rd February,2018 and 15th May,2018 passed by the Estate Manager are hereby set aside and the matter is remanded back to the Estate Manager.
- 3) Respondent no.2-Estate Manager is directed to consider the material before him and pass a reasoned order.

4) It is clarified that all the contentions of the parties are kept open.

22/12/2020

(S.B.AGRAWAL)
Principal Judge,
Gr.Bombay.

Dictated on : 22/12/2020
Transcribed on : 22/12/2020
Signed by HHJ on : 22/12/2020

Received on : 12/10/2018
Registered on : 26/11/2018
Decided on : 22/12/2020
Duration : Y M D
02 00 26

IN THE BOMBAY CITY CIVIL COURT AT BOMBAY

MISC. APPEAL NO. 537 of 2018

M/s. Mohit Diamonds Pvt. Ltd.
A company incorporated under the
Companies Act, 1956, having its
jewellery division office at
Unit No.301-304, Tower II,
SEEPZ ++, SEEPZ SEZ,
Andheri (E), Mumbai-96. and
registered office BC-7011, 7th floor,
Tower "B", Central Core, Bharat Diamond
Bourse, G Block, BKC, Bandra (E),
Mumbai-51.

..Appellant

Versus

- 1) The Development Commissioner,
SEEPZ-SEZ, Andheri (E),
Mumbai-96.
- 2) Estate Manager,
SEEPZ-SEZ Authority,
Andheri (E), Mumbai-96

..Respondents

**CORAM: H.H.THE PRINCIPAL JUDGE
S.B.AGRAWAL
DATED: 22nd December,2020
(C.R.No.19)**

**Shri Aniruddh Hariani, i/b. M/s.Hariani & Co. for appellant.
Shri M.S. Bharadwaj, with Shri S.R. Rajguru for respondents.**

ORAL JUDGMENT

This appeal under Section 9 of the Public Premises

(Eviction of Unauthorised Occupants) Act, 1971 ("the Act" for short) is preferred against the order dated 21st September, 2018 passed by the respondent no.2-Estate Manager, SEEPZ SEZ, Andheri (E), Mumbai-96 thereby directing the appellant to pay an amount of Rs. Rs.54,83,294.96 within 15 days from the date of receipt of the order in respect of subject premises viz. Unit No.301 and 304, Tower-II, SEEPZ++, SEEPZ SEZ, Andheri (E), Mumbai-96.

2. Briefly stated the facts leading to the present appeal are as under:

It is not in dispute that the subject premises were allotted to the appellant by the Maharashtra Industrial Development Corporation ("MIDC" for short) in the year 2004 after accepting premium of Rs.3,150/- per square foot totaling Rs.8,24,30,300/-. Accordingly, allotment letter was issued to the appellant and a Lease Deed was to be executed in accordance with the allotment letter and nominal lease rent of Rs.100/- was payable on annual basis thereafter. Possession receipt was also issued to the appellant. However, thereafter, the MIDC demised the premises unto the President of India through the respondent no.1 Development Commissioner of SEEPZ SEZ for a period of 95 years and an Indenture of Sub Lease was purportedly entered between the appellant and respondent no.1 for a period of 95 years. This document did not stipulate any additional yearly ground rent whereas the MIDC continued to insist that the annual ground rent agreed between the MIDC and the appellant ought to be paid by the appellant to the MIDC with which there is no dispute.

3. However, the respondent no.1 leveled ground rent in

contravention with the terms and conditions of the allotment orders and infact the MIDC wrote to respondent no.1 not to levy any additional lease rent.

4. On 26th March, 2018, respondent no.2 issued a show cause notice to the appellant under Section 7 of the Act wherein it has contended that the appellant had failed to clear the outstanding Government dues to the tune of Rs.48,15,325.40 and called upon the appellant to specify as to why an order in respect of the same ought not be made.

5. The notice was replied to. Several grounds were raised challenging the demand. Moreso, considering the agreement of the appellant with the MIDC it was specifically contended that the amount liable to be paid after the payment of substantial lease premium to the MIDC at the inception, as per the agreement was Rs.100/- per annum and the rate at which the same was applied was highly exorbitant which the respondent no.1 was not entitled to levy.

6. The fundamental ground of objection raised by the learned counsel for the appellant is that although substantial grounds have been raised against the respondent; without considering the contents in the reply and the grounds raised therein, the respondent no.2 has passed a cryptic order without assigning any reason or discussing the contentions raised by the appellant.

7. Learned counsel for the respondent on the other hand supported the impugned order and sought dismissal of the appeal.

8. Both the sides have filed their written submissions. However, considering the narrow compass, at this stage, I deem it fit to frame the following points and my findings thereon for the reasons therefor are as under:

<u>POINTS</u>	<u>FINDINGS</u>
1. Whether the impugned order passed by the respondent no.2 is a reasoned order?	..In the negative
2. Whether the impugned order is sustainable in law?	..In the negative
3. What order?	..As per final order

REASONS

Point nos.1 and 2:

9. At the outset, it would be appropriate to mention that the appellant was allotted the subject premises not by the respondent no.1 but by the MIDC which is neither a party before the Estate Officer nor before this court. The allotment was made after accepting a substantial amount of premium and an yearly lease rent of Rs.100/- in lump sum was agreed to be paid by the appellant to the MIDC. Infact, a lease agreement was to be executed between the appellant and the MIDC as per the terms of the allotment letter.

10. However, in the meanwhile MIDC entered into lease and demised

the entire property in the President of India through respondent no.1 and it is in such circumstances, that the respondent no.1 had come into picture who started insisting the appellant to pay annual lease rent at different rate than what was agreed between the appellant and the MIDC and all these aspects were raised by the appellants in their reply to the Estate Officer.

11. However, perusal of the impugned order would reveal that none of the grounds raised in the reply have been considered by the Estate Manager nor he has given any reason in support of his conclusion. The question as to whether the respondent no.1 was entitled to levy the amount as claimed by them and whether the appellant was liable to pay the said amount was also not adjudicated upon.

12. It is trite law that any quasi judicial authority deciding upon an issue having civil consequence ought to adhere to the fundamental principles of the natural justice and passing of a reasoned order is a *sine qua non* to demonstrate such adherence. Parties to the dispute must understand the reason for the consequences that are going to follow and even the appellate forum is handicapped in the absence of such reasons. The impugned order merely records that opportunity of hearing was given to the appellant. It also records submission of reply and written submissions but nothing therefrom has been considered and discussed in the impugned order. Such an order cannot be sustained in law.

13. Learned counsel for the respondent no.2 relied upon the

judgment of the Hon'ble Bombay High Court in the case of *Piadiam Jewels Pvt. Ltd. V/s. A.S. Aguiar & Ors.*, in Writ Petition No.832/1997 decided on 4th November,2009 wherein the Hon'ble Bombay High Court did not interfere in the order passed by the City Civil Court although one important aspect germane to the proceedings was not considered by the City Civil Court. It has to be noted that the situation in the present case is altogether different inasmuch as none of the contentions raised by the appellant was deliberated upon by the Estate Manager i.e respondent no.2. Furthermore, the Hon'ble High Court thought it fit not to interfere in it's extra ordinary jurisdiction under Article 226 of the Constitution of India whereas the present proceedings is substantially different.

14. In such circumstances, I have no other alternative that to set aside the impugned order and remand the matter to the Estate Manager for passing speaking order after considering the contention raised by the appellant and giving appropriate reasons. In such circumstances, I answer the points accordingly and pass the following order:

ORDER

- 1) Misc.Appeal No.537/18 is partly allowed.
- 2) Impugned order dated 21st September,2018 passed by the Estate Manager is hereby set aside and the matter is remanded back to the Estate Manager.
- 3) Respondent no.2-Estate Manager is directed to consider the material before him and pass a reasoned order.

- 4) It is clarified that all the contentions of the parties are kept open.

22/12/2020

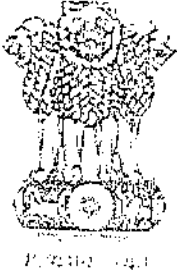
(S.B.AGRawal)
Principal Judge,
Gr.Bombay.

Dictated on : 22/12/2020
Transcribed on : 22/12/2020
Signed by HHJ on : 22/12/2020

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL
SIGNED JUDGMENT/ORDER

Name of Stenographers: Mrs.Aruna S. Jayade
Upload date and time: 22/12/2020 (At 2.45 pm)

Name of the Judge	H.H.THE PRINCIPAL JUDGE Shri S.B.AGRAWAL(C.R.No.19)
Date of Pronouncement of Order	22 nd December,2020
Order signed by P.O. on	22 nd December,2020
Order uploaded on	22 nd December,2020



SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY,
MINISTRY OF COMMERCE & INDUSTRY,
OFFICE OF DEVELOPMENT COMMISSIONER,
SEEPZ SPECIAL ECONOMIC ZONE,
ANDHERI (E), MUMBAI 400 096.

Tel. No. 28294772

Fax No. 28291754/1385, E-mail. descspz_mah@nic.in

03114/03124/03130/03131/03132/03133.

File No. ER/27/2022-EU BY REGISTERED A.D.

ORDER	Date Of Order : 01/03/2023
	Date Of Issue : 02/03/2023
Passed by:	Estate Manager
In the matter of	M/s. Craftsmen Jewellery Pvt. Ltd. Recovery Notice No. SEEPZ-SEZ/EMS/SUBLEASE/CJPL / 101/14 15/590 DATED 15.01.2016

SPEAKING ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri S. B. Agrawal in the aforesaid Misc Appeal No. 175 of 2018.

FACTS OF THE CASE

M/s. Craftsmen Jewellery Pvt Ltd (formerly known as M/s. Dia Exports Corporation) hereinafter referred to as the "M/s. Craftsmen Jewellery Pvt. Ltd." was allotted Unit no. 001, Tower-I, SEEPZ, measuring 331 sq. metr. by MIDC vide allotment letter no. MIDC/819 dt. 26.06.2002 in an additional area of 11 acres known as SEEPZ leased out by MIDC vide Lease Deed dated 28.06.2005 together with all rights of, easements and appurtenances for 95 years from 1st January, 2002 for setting up the said SEEPZ for encouraging export of gems and jewellery and for earning foreign exchange on export of various kinds of hardware/software and gems and jewellery units. The

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said areas was subsequently notified and merged with the SEEPZ SEZ wide Notification dated 7.1.2002. The premises in these buildings constructed by MIDC including the Buildings in SEEPZ++ were allotted to units on long term lease on outright basis after obtaining NOC from DC SEEPZ. The NOCs issued for the allotment are in the nature of in principle NOC. The final allotment of space to any unit is dependent upon the approval of their project proposals in the Approval Committee meeting under SEZ Act and SEZ Rules and accordingly the possession receipt was also issued on 25.06.2003.

ii. The unit was further issued the Letter of Approval (LOA) dated 28.03.2008 in respect of the said premises for undertaking the manufacturing activities of the items of Plain Studded Jewellery in Gold, platinum and silver subject to compliance of the conditions under SEZ Acts and Rules.

iii. The unit had commenced its production on 04.02.2010 and accordingly, the LOA granted to M/s. Craftsmen Jewellery Pvt. Ltd. was renewed for further period of five years.

iv. Thereafter the unit applied for the renewal of LOA on 31.03.2015, since there was a deficiency, the same were communicated to them on 06.04.2015. However, the same was not replied by the unit. The letter issued to the unit was also returned undelivered since the unit was closed. The reminder email was also sent on 02.12.2015. The deficiencies were complied with on 17.06.2016. Since the unit was closed for 3 years from 2013-14 to 2015-16, the request of the unit for renewal was placed before the Unit Approval Committee (UAC) scheduled on 15.07.2016.

v. Accordingly, with due approval of the UAC, the LOP was renewed for further period of 5 years w.e.f. 2015-16 to 2019-20 vide letter no. SEEPZ-SEZ:IA-I:NUS:APL:GJ-05:07-08:2470/21227 dt. 16.07.2016

subject to the condition that the performance of M/s. Craftsmen Jewellery Pvt. Ltd. would be reviewed after one year.

vi Thereafter on monitoring the performance for the period of 4 years i.e. 2013 -14 to 2016-17 covered under two block period, viz 2010-11 to 2014-15 and 2015-16 to 2019-20, it was revealed that:

- a. The unit has failed to achieve the projected figures of Export & NFE during the previous LOA Block i.e. 2010-11 to 2014-15 & first two years i.e. 2015-16 to 2016-17 of current LOA block (2015-16 -2019-20).
- b. The unit has failed to achieve positive NFE during first two years i.e. 2015-16 to 2016-17 of current LOA block (2015-16 -2019-20).
- c. The unit has not undertaken the Authorized Operation since last 04 years i.e. from the years 2013-14 to 2016-17.
- d. The unit has failed to achieve year wise positive NFE from the years 2013-14 to 2016-17.
- e. As per APR 2016-17 the stock balance of RM is of Rs. 2.88 lakhs & CG of Rs. 10.20 lakhs with the Unit.

vii. Accordingly the case was placed before the UAC held on 22.02.2018. As per the directions in the UAC, a consolidated show cause notice dated 23.04.2018 was issued under Section 11(2) of Foreign Trade (Development & Regulation) Act, 1992 for violation of the condition of the LOA and BLUT read with rules of SEZ Rules-2006 and Orders made there under read with the provisions of the Foreign Trade (Development and Regulation) Act, 1992. The same was adjudicated vide Order in Original dated 27.05.2019 imposing the penalty of Rs. 30,000/-.

viii. In the meantime, the eviction proceedings were also initiated under Section 4 of the Public Premises (eviction of unauthorized occupants) Act, 1971 by issuing the Show Cause Notice No. SEEPZ-

SEZ/EMS/SUB-LEASE/CJPL/101/14-15/589 dated 15.01.2016 on the following grounds:

- Not having a valid LOP
- Non-Execution of Sub-lease Agreement
- Failed to clear outstanding dues.

ix. The unit vide letter dated 20.09.2016, 24.10.2016 and 18.04.2017 submitted its submission to SCN issued under PP Act and thereby interalia stated that:

- a. Not holding valid LOP- We applied for the renewal of LOP on 10.03.2015, however the same was not done nor we were called at the Unit Approval Committee Meeting which suffered us a great business loss. With many representations the same was renewed on 25.07.2016.
- b. Failure to execute the sub lease- We have not failed to execute the sub lease agreement. When the allotment was made by MIDC in 2002 by payment of Rs.1,15,75,100/- as lease premium on 95 years lease basis, we were promised that MIDC would execute a direct lease with us the unit holders. In fact pursuant to this promise, the draft lease agreement (direct lease) was forwarded by MIDC to us and in reply we had forwarded back the duly approved 5 set of the lease agreement along with the acceptance letter dated 5th August 2004. Thereafter, since 2004 we have been waiting for 12 years to execute the said direct lease documents.
- c. There was no breach by us. Despite this and without our consent and although we had been assured leasehold rights in the allotted unit based on which we have paid lease premium of over Rs.1,15,75,100/-, MIDC went ahead and signed a direct lease agreement dated 28th June 2005 with SEEPZ. Our objection was not considered although, the direct lease in our favor was always promised both orally and in writing. The direct lease between MIDC and SEEPZ was in obvious

breach of the terms promised to us based on which a premium of Rs.1,15,75,100/- was paid by us as lease premium on the respective galas.

d. Thereafter we were requested by your office to execute the sub lease agreement which was not a term of the allotment. The said sub lease agreement could not be executed viz the same attracted a heavy stamp duty which was an additional burden on us which was not anticipated earlier. Therefore, we requested your office to either waive the requirement of sub lease or to obtain a direct lease from MIDC which was not done.

x. As per the Directions of the Unit Approval Committee, the recovery notice and the Show Cause Notice already issued under Public Premises (eviction of unauthorized occupants) Act,1971 were adjudicated vide Recovery Order dated 23.02.2018 and Eviction order dated 15.05.2018 respectively after granting various opportunities of hearing on 03.02.2016, 20.09.2016 and 21.04.2017 by following principle of natural justice.

xi. The said Eviction Order dated 15.05.2018 and the Recovery Order dated 23.02.2018 were challenged before the Hon'ble City Civil Court Mumbai by M/s. Craftsmen Jewellery Pvt. Ltd. vide Misc Appeal NO. 175 of 2018 under section 9 of the Public Premises (eviction of unauthorized occupants) Act, 1971, The aforesaid appeal preferred by M/s. Craftsmen Jewellery Pvt. Ltd. was subsequently disposed off as partly allowed by the Hon'ble City Civil Court vide Judgment dated 22.12.2020 with direction to the Estate Manager to consider the material before him and pass a reasoned order.

RECORDING OF PERSONAL HEARING

In pursuance of the order dated 22.12.2020 passed by the

Hon'ble City Civil Court in the aforesaid Misc Appeals challenging the Eviction Order and Recovery Order issued under Public Premises (eviction of unauthorized occupants) Act, 1971, an opportunity of personal hearing was granted to M/s. Craftsmen Jewellery Pvt. Ltd. on 27.05.2022, 24.06.2022 and 27.06.2022, wherein Shri. Amarnath Sharma (Consultant) appeared on behalf of the unit and reiterated the submission made earlier before the Hon'ble City Civil Court and the written submissions and further submitted that:

- i. " I/We rely upon our all submissions made earlier in reply to the SCN issued to us and the point/arguments of appeal before Hon'ble Court in the matter as our written submissions.
- ii. I/We strongly feel that the contract signed with us/proposed to be signed with us (SEEPZ SEZ as lessee and we as sub-lessee) is legally invalid. The reason is that at many places, SEEPZ as lessee, has invoked involvement of lessor i.e. MIDC but they have not been made a signatory of the contract. In fact, they could also had been a signatory to entire agreement and the agreement could have been a tripartite one rather than a bipartite one. In this regard, I/We would like to draw the kind attention of the adjudicating authority towards CEO, MIDC's letter dated 28.01.2016, wherein he as a lessor clearly and candidly clarifies that SEEPZ Authority is not entitled to levy ground/lease rent on units/gala holders. This is against the contents of signed/to be signed contract/agreement between I/We as sub-lessee and SEEPZ as Lessee.
- iii. If I/We have paid any increased rent than the one fixed by MIDC, the same should be refunded to them along with interest as applicable from time to time.
- iv. I/We hereby state that we are totally satisfied with the personal hearing so given to us."

FINDINGS & DISCUSSION

1. I have carefully gone through the material available on record and the defense put forth by the unit by way of written submission and the submission made during the course of personal hearing granted, before passing an order.
2. It is noted that since inception of the Zone in 1973-74 up-to

1997-98, buildings (i.e. standard Design Factory I to VI and Gems and Jewellery complex building I to III) were constructed by Govt of India's fund in an area known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G & J Units) Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self financing basis without any funding from Government of India in the open area located between existing SDF I & II in area known as plot F-1. Thereafter, the buildings in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002. Plot F-1 approx 92 acres and an additional area known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.

3. M/s. Craftsmen Jewellery Pvt. Ltd. and many other units are located in the area SEEPZ ++, SDF VII and Multistoried building which are constructed by MIDC on self financing basis.

4. On the issue of the execution of sub lease agreement and the payment of lease rent, it is noted that building known as SDF VII in plot F-1 was constructed by MIDC on self financing scheme as approved in Inter Ministerial Committee in its 1st meeting held on 02.09.1994 and also subject to submission of sub-lease agreement to be approved by MOC. As communicated by Ministry vide letter dated 29.06.1998, though the allotments in SDF VII are to be made by MIDC, only to the units approved by the Development Commissioner. Accordingly, DC SEEPZ will be included in the decision making body of MIDC constituted for the purpose. Further, it was decided in the

Inter-Ministerial Committee meeting held on 07.04.2000 under the chairmanship of Shri D.K. Mittal, Joint Secretary, MoC & I, in the presence of MIDC and DC SEEPZ that the status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. There are total number of 40 working units in SDF VII, out of which 35 units have registered the sub lease agreement with SEEPZ, 3 units are in process of registering the agreement and not challenged and paying the rent regularly. Even the Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots.

5. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted.

6. On the issue of Revision of Rent, it is noted that earlier the rent for the plot holders in zone was Rs.10/- per sq mtrs p.a.

7. Further, vide circular dated 01.08.2003, Rs.10/- per sq mtrs /p.a was fixed on account of lease rent /FSI charges for the ready built unit purchased on outright basis. Further as per the Minutes of the meeting dated 09.10.2003 with MIDC, it was inter alia decided that no additional lease rent to be paid to MIDC for SEEPZ++ area as covered under Plot F-1 and existing rate of R. 10/- per sq. mtr. p.a. would be made applicable to plot holders of SEEPZ++. The same was revised from Rs.10/- per sq mtrs p. a. to Rs.50/- per sq mtrs/pa in 2005 and subsequently revised upto Rs.70/- and Rs. 100/-per sq

mtrs p. a. in 2008 and 2011 respectively. The lease rent for plot holders, Tower I and II in SEEPZ ++ and multistoried building was fixed at the rate of Rs 70/- per sq mtr p a till 01.01.2011 from the date of possession and subsequently the same was revised @Rs. 100 per sq.mtr p.a. w.e.f. 01.01.2011 vide circular dated 30.06.2011.

8. SEEPZ Authority is charging lease Rent @ Rs.100/- per sq. mt p.a. w.e.f 01.01.2011 from all the unit /plot holders located at SEEPZ++, Multistoried building and SDF VII. In addition to that the SEEPZ authority is collecting the service charges for common area @ Rs 250/- per sq.mt. p.a. The said charges are being collected on account of maintaining the area and providing common services to entire area like cleaning services, biogas plant, roads light etc. Hence SEEPZ SEZ Authority is entitled to charge for the services provided to common areas and utilities on actual basis. It is further noted that in case of SDF VII, it was communicated by Ministry that the MIDC shall be responsible for maintenance work in Building. Standard of maintenance should be laid down by the DC SEEPZ. The responsibility of security arrangements will be made by the SEEPZ Admin and the cost should be recovered from allottee. The said fact has also been communicated to MIDC vide letter dated 06.05.2016 responding to letter dated 28.01.2016 issued by MIDC stating that MIDC is recovering the ground rent of Rs.100/- per annum in respect of space /Gala allotted for Hardware Software, Gems and Jewellery Units/ Gala Holders. It is noted that SEEPZ Authority is recovering from Units/ Galas by virtue of the lease agreements dated 20.01.1975 and 20.06.2005 executed by and between MIDC and SEEPZ where the entire land covered in lease is given under the control of SEEPZ Authority as a lessee.

9. Keeping in view of various communications of Ministry i.e. 31.10.1995, 20.05.1999, 24.08.1999 and in view of the minutes of Inter-Ministerial Committee meeting held in the presence of MIDC and

SEEPZ clearly speaks that a Unit will enter into agreement with Zone Administration. Further, the entrepreneurs to whom the built up space in the SDF would be sold by MIDC, shall enter into a lease agreement with the Development Commissioner, SEEPZ in respect of lease of the land covering payment of lease rent, transfer of rights and usage of space. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. The status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. Sub-lease Agreement of existing plot holders would be at par for plot holders of SEEPZ++. Further it is seen from MIDC's communication dated 22.11.2004 and 1.06.2005 that after the execution of lease agreement with SEEPZ authority, the SEEPZ Authority will execute the sub lease with the allottees of built up units and open plots in the format already provided to the unit. And accordingly revised format of the sub-lease agreement duly vetted by their Legal Dept. for unit holders and plot holders in SEEPZ ++for execution by SEEPZ Authority with the allottees, were forwarded by MIDC vide various communication dated 09.02.2005, 01.06.2005 & 07.07.2005 and the same was again circulated to all unit holders vide communication dated 17.11.2005 & 28.12.2005 informing that the draft agreement was conveyed to all the Unit holders that on receipt of the No Dues certificate from MIDC, copy of the sub-lease agreement to be executed between SEEPZ & Unit holders would be given. It shows that the unit was aware about the execution of sub lease agreement with SEEPZ. Since SEEPZ++ is to be treated as an extension of SEEPZ, it has been decided to execute the lease of the area with SEEPZ and SEEPZ Authority will execute the sub-lease with Unit and plot holders to whom the allotment is made. Hence there was no need of making MIDC a party in the proceedings before Estate Manager.

10. Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt.

premises by allottees to another approved unit, the claim on premium shall vest with SEEPZ only.

11. Most of the units in SEEPZ++, Multistoried building and SDF-VII are regularly paying rent to SEEPZ Authority, only 8 number of units have disputed the issuance of recovery notices/orders before the Court of law. Out of which three units have assured during the personal hearing that they won't be proceeding for any litigation / Court case, with further assurance to clear the outstanding rental dues within stipulated time and execute the sub lease agreement w.r.t. their respective unit. Out of the said three units, one has already cleared the dues as admitted during personal hearing.

12. Once the lease is executed, it is governed under the Transfer of Property Act 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There is no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC, the same was the construction cost paid to the MIDC. As per the said clarification issued by the Ministry, MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and

1971.

M/s. Craftsmen Jewellery is hereby directed to submit the Sub Lease Agreement, duly registered within 30 days from the receipt of this order (or within such extended period as permitted by the undersigned with reasons recorded in writing) failing which process of eviction will be initiated against them under the Public Premises

File No.ER/27/2022-EO

(eviction of unauthorized occupants)Act 1971

This order is without prejudice to any other action that may be taken against the noticee under any other Act or Law for the time being in force.

Signed by Bridget Joe
Date: 01-03-2023 13:22:24
Reason: Approved

Estate Manager
SEEPZ-SEZ

To,

M/s. Craftsmen Jewellery Pvt. Ltd., Unit No.001, Tower I, SEEPZ-SEZ.

Copy to:

1. Custom Section, SEEPZ-SEZ
2. Estate Section, SEEPZ-SEZ
3. Legal Section, SEEPZ-SEZ
4. CA Section, SEEPZ-SEZ
5. IA-I Section. SEEPZ-SEZ.

o/c

GOVT. OF INDIA, MINISTRY OF COMMERCE & INDUSTRY, OFFICE OF DEVELOPMENT COMMISSIONER, SEEPZ SPECIAL ECONOMIC ZONE, ANDHERI (E), MUMBAI-400 096. Tel. No.28294772 Fax No. 28291754/1385, E-mail: dcseepz_mah@nic.in	
08712 / 08713 / 08714	
File No. ER/29/2022-EO/ 08709 / 08710 / 08711 BY REGISTERED A.D.	
ORDER	Date Of Order : 21 / 06 / 2023
	Date Of Issue : 22 / 06 / 2023
Passed by:	Estate Manager
In the matter of	1. M/s. Indojewel Jewellery Pvt. Ltd. 2. Eviction Order dated 17.05.2018 issued under section 5 of the PP Act 3. Recovery Notice No. SEEPZ-SEZ/EMS/SUBLEASE/ INDOJEWEL/20/15-16/19208, DATED 18.12.2015

SPEAKING ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri S. B. Agrawal in the aforesaid Misc Appeals no. 186 of 2018.

FACTS OF THE CASE

- i. M/s. Indojewel Jewellery Pvt. Ltd. (hereinafter referred as the "said unit" for the brevity sake) was allotted Gala no. 01 admeasuring about 732 sq mtrs (7876.32 sq.ft), Ground Floor, (herein referred to as the "said premises" for brevity sake), by MIDC vide an Order No.MIDC/SEEPZ/M.B./248/2007 dated 21.03.2007 in the Multistoried building in an area known as plot F-1 admeasuring about 92 acres 26 gunthas and 12 annas, leased out by Maharashtra Industrial Development Corporation (MIDC), to SEEPZ vide Lease Deed dated 20.01.1975 for 99 years w.e.f. 1st day of June, 1973. The proposal of the MIDC for construction of Multistoried building (formerly known as "IT Tower 2000") in said area , was approved

in 8th inter-ministerial Committee meeting held in the Ministry of Commerce & Industry, GoI, on 12.10.2000 under the Chairmanship of Shri V.K. Duggal Additional Secretary Department of Commerce. The allotment of space granted by the MIDC to the unit vide Allotment Order dated 21.03.2007 was subject to, inter alia, condition that :-

19. You have to obtain the LOP from the SEEPZ Authority and produce the same to this office along with balance payment

25. The allottee will have to obtain the LOP from SEEPZ Authority before possession and implement the project within one year from the date of allotment order.

MIDC reserves the right to cancel this allotment and take over the possession of the unit in the event of any breach of the terms and conditions as stipulated above.

The final allotment of space to the unit was dependent on the compliance of the terms and conditions stipulated in the allotment Order and as per the aforesaid condition, LOP is required to be obtained by the unit from SEEPZ Authority after the approval of project proposals in the Approval Committee meeting under SEZ Act and SEZ Rules

ii. The unit was further issued the Letter of Approval No. SEEPZ-SEZ/IA-I/APL/GJ-19/2009-10/5072 dated 14.05.2010 in respect of the said premises for manufacture and export of plain and studded Jewellery in Gold, Platinum and Silver subject to the inter alia condition thereto, which was further extended upto 13.05.2011 and thereafter upto 12.05.2012.

iii. The unit vide its letter dated 09.05.2012 informed that they have commenced their production from 09.05.2012. However, on verification from the Superintendent of Customs as on 14.06.2012, it has been brought to the notice that the unit has not commenced any

production.

iv The premises was further inspected by SEEPZ on 15.12.2012 with the Superintendent of Custom and Preventive Officers, wherein it was noticed as under

The electric wiring and fixture were yet to be fitted.

No capital goods were found in the unit

The infrastructure of the unit had only 8 to 9 working table and some wax setting work was carried out by 9 to 10 persons.

The unit still had to purchase office equipment and furniture

Since there was no commencement of production, the LOA issued to the unit was considered to be expired on 13.05.2011

v. In view of this, eviction proceedings were initiated against the unit under Section 5 of the Public Premise (Eviction of unauthorized Occupants) Act 1971 by issuing the Show Cause Notice on 03.08.2015 under section 4(1) and under Section 4 (2) (b) (ii) of the Public Premises (Eviction Of Unauthorized Occupants) Act, 1971, on the following grounds:-

I. For not holding a valid LOA w.e.f. 14.05.2011

II. For non execution of sub lease agreement.

III. Failure to clear Outstanding Government Dues amounting to Rs. 8,24,404.80 as on date 01.04.2015.

vi. Further for non payment of outstanding govt. dues, recovery proceedings were also initiated under Section 7 of the Public Premises (eviction of unauthorized occupants) Act, 1971 against the unit by issuing the Recovery Notice No. SEEPZ-SEZ INDOJEWEL/20/15-16/19208, dated 18.12.2016.

vii. Thereafter various opportunities of personal hearing in terms of Principle of Natural Justice were granted on 25.08.2015, 05.01.2016, 26.09.2016, 03.07.2017 and 10.10.2017.

viii. During the hearing, the representative of the unit reiterated that due to non activation of SEEPZ Online system, they were unable to carry on the business. Further, they assured that on activation of online system they shall commence the manufacturing activity and shall execute the sub-lease agreement. Further, the maintenance charges of Rs. 15/- per sq. mtr. is not at all justified as this is a Special Economic Zone and is always to promote import export activity. LOA & Sub Lease agreement will be of no purpose as no action has been taken by this Office to grant online import & exports transaction. Further the unit has stated that they have not received any maintenance charge bill from this office pertaining to the said unit. The unit has also stated that the unit is closed as the SEEPZ online system was not activated

ix Considering all the aspects, an Eviction order No. SEEPZ-SEZ/LEGAL/IJPL/98/2017-18/12878 Dated 17.05.2018 was passed and thereby called upon the unit to vacate the said premises within 15 days from the date of issuance of the order.

x. The said Eviction Order dated 17.05.2018 and Recovery Notice dated 18.12.2015 were challenged before the Hon'ble City Civil Court Mumbai by the unit vide Misc Appeal No. 186 of 2018 under section 9 of the Public Premises (eviction of unauthorized occupants) Act, 1971.

xi In the meantime, the unit, had submitted proposal for LOA w.r.t. manufacturing unit. The same was placed before the UAC in its meeting held on 01.01.2020, wherein the Committee approved the proposal and accordingly a fresh LOA issued to the unit vide letter dated 04.03.2020.

xii The aforesaid appeal preferred by the unit was subsequently

disposed off as partly allowed by the Hon'ble City Civil Court vide judgment dated 22.12.2020 with directions to the Estate Manager to consider the material before him and pass a reasoned order.

xiii. Subsequently, as per the directions of the Court vide order dated 22.12.2020, the unit vide letter dated 17.05.2021, made the submission as follows:

"A. Estate Manager does not have the jurisdiction to issue the Show Cause Notices at the behest of the Development Commissioner SEEPZ - SEZ.

3.1 Noticee was allotted the said premises by MIDC vide Allotment Order dated 21.03.2007 and Possession Notice dated 20.04.2011. Noticee has paid the entire lease premium towards allotment of the said premises to MIDC. Development Commissioner has never raised any grievance on MIDC having allotted the said premises to the Noticee and has in fact acknowledged that fact vide its LOA dated 14.05.2010 and Minutes of Meeting dated 18.02.2011. Thus, the Noticee is in authorized occupation of the said premises. Noticee does not have any privity of contract with the Development Commissioner, SEEPZ with regard to the allotment of the said premises.

3.2 Due to there being no privity of contract between the Development Commissioner and the Noticee, the Estate Manager does not have the jurisdiction to issue the Show Cause Notices at the behest of the Development Commissioner, more so without MIDC being heard or made a party to the Show Cause Notices. Further, the Development Commissioner having confirmed the allotment of the said premises to the Noticee by MIDC, the Estate Manager does not have the jurisdiction to issue the Show Cause Notices at the behest of the Development Commissioner.

B. Ground of SCN dated 03.08.2015 viz 'Non-renewal of LOA' does not survive:

3.3 It is submitted that Ground (i) in the Show Cause Notice

dated 03.08.2015 viz. 'For non-renewal of LOA' does not survive as the Development Commissioner has renewed the LOA, vide its letter dated 04.03.2020 for carrying out authorized operation from the said premises. It is therefore not necessary to deal with this ground raised in the Show Cause Notice dated 03.08.2015.

C. Ground (ii) of SCN dated 03.08.2015 viz 'Failure in executing the sub-lease agreement in respect of the said premises' is devoid of any merits and contrary to the agreed terms of the allotment Letter dated 21.03.2007.

3.4 By the Allotment Letter dated 21.03.2007, MIDC sanctioned the allotment of the said premises to the Noticee subject to the payment of the premium of Rs.2,48,14,800/-, and inter alia subject to the condition that the Noticee shall enter into an Agreement to Lease in the form prescribed by MIDC for a term of 95 years and annual ground rent of Rs.100/- p.a. Pursuant to the Allotment Letter dated 21.03.2007 and the terms and conditions agreed thereon, the Noticee made the payment of Rs.2,48,14,800/-, which was to the knowledge of the Development Commissioner and for which no grievance was raised at any time by the Development Commissioner. Further, the Noticee has been regularly payment annual ground rent of Rs.100/- p.a. to MIDC.

3.5 It is submitted that the Noticee cannot be compelled to execute a sub-lease agreement with the Development Commissioner, as that would not only be contrary to the terms and conditions of the Allotment Letter dated 21.03.2007, but would also amount to unilateral change of the terms and conditions of the allotment at the instance of a third party, which is impermissible under law. It is submitted that the Noticee has always performed and has always been ready and willing to perform its part of performance under the Allotment Letter dated 21.03.2007 on the terms and conditions stipulated therein. Without prejudice to the above, the Development Commissioner cannot insist on a sub-lease agreement with the terms and conditions being different from those agreed under the Allotment Letter dated 21.03.2007 being offered to the

with SEEPZ only.

11. Most of the units in Multistoried building, SEEPZ++, and SDF-VII are regularly paying rent to SEEPZ Authority, only 8 number of units have disputed the issuance of recovery notices/orders before the Court of law. Out of which three units have assured during the personal hearing that they won't be proceeding for any litigation / Court case, with further assurance to clear the outstanding rental dues within stipulated time and execute the sub lease agreement w.r.t. their respective unit. Out of the said three units, one has already cleared the dues as admitted during personal hearing.

12. Once the lease is executed, it is governed under the Transfer of Property Act 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There is no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC, the same was the construction cost paid to the MIDC. As per the said clarification issued by the Ministry, MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and between MIDC and the SEEPZ. It is further clarified from the said letter dated 09.12.1999 that Eviction Act is applicable and eviction is possible for non performance and for non executing the separate lease agreement with SEEPZ for the payment of lease rent.

13. There is no scope or legal authority given to or obtained by MIDC to collect any rent to be levied by them independently and separately i.r.o. super structure constructed under the Self financing scheme on

the land leased and demised in favour of President of India (SEEPZ SEZ) by virtue of the two Lease Agreement executed by and between MIDC & SEEPZ (1st Agreement executed on 20.01.1975 and 2nd for additional area of 11 acres of land towards SEEPZ++ executed on 28.06.2005). Also SEEPZ is paying lease rents to MIDC as per the said 2 lease agreements. Therefore MIDC cannot independently or separately charge anything over and above lease rent fixed under the said 2 lease agreement between MIDC & SEEPZ. Also from the said terms and conditions of the 2 Lease Agreements between MIDC & SEEPZ SEZ, there are no rights reserved expressly or impliedly to MIDC enabling them to collect any rent/transfer charges etc. in addition to the rent reserved between SEEPZ SEZ and MIDC. Hence the request of all the unit holders regarding the waiver of the rent @ Rs.100/- per sq mt p a, on basis of the allotment of space by MIDC, is not sustainable .

14. It is also noted from the court proceedings that the unit holders **are claiming that they are paying the lease rent to MIDC at the rate of Rs. 100/- p.a towards the annual lease rent till the date and also paying sum of Rs.3.50 per sq.ft. per months towards the maintenance charges to MIDC, however, the contents are in the absence of any supporting documents for the paid amount to show that the unit has been paying the lease rent to MIDC.**

15. It is further noted that the Letter of Approval dated 14.05.2010 amended upto 12.05.2012 granted to the unit was subsequently considered to be expired on 13.05.2011 due to non commencement of production. As per the Allotment Order the unit was required to obtain the LOP before the possession and in case of failure to comply with the terms and conditions, the allotment will be cancelled and the possession be taken over . In the present case, the LOP itself was considered to be expired on 13.05.2011, then in such situation the allotment granted to unit stands cancelled in the absence of valid LOP.

Further the unit was also required to execute the sublease agreement in terms of Rule 18 (2)(ii) of the SEZ Rules 2006 which the unit has failed to do so.

16. Having regard to foregoing discussions and findings, I pass the following order:

Order

Keeping in view of all the above facts and circumstances and the material available on record, I am satisfied that M/s. Indojewel Jewellery Pvt. Ltd. is unauthorizedly occupying the premises i.e. Gala no. 01 , Ground Floor, Multistoried Building, SEEPZ SEZ without execution of sub lease agreement, without payment of lease rent, without any activity which resulted in defeating the purpose of allotting the land to the entrepreneur in the Special Economic Zone area. Being the unit situated in Special Economic Zone, it is abide by all the provisions of the Special Economic Zone Act and Rules and Orders made there under where, the LOP is the authorization to make the export. I am also satisfied that the Eviction order and the Recovery Notice issued to M/s. Indojewel Jewellery Pvt. Ltd. for unauthorized occupation and for non payment of govt. dues towards the arrears of lease rent respectively, are rightly issued under Public Premises (Eviction of unauthorized Occupants) Act, 1971 Act considering all the aspects and also upon granting the opportunity of personal hearing to follow the principle of natural justice. I do not find any cogent supporting material to the contentions of the units hence, I come to the conclusion that M/s. Indojewel Jewellery Pvt. Ltd. is liable to pay the outstanding govt dues w.r.t. the said premises amounting to Rs.49,24,563.64 as on 21.05.2023 within 30 days from the receipt of this order (or within such extended period as permitted by the Estate Manager with reasons recorded in writing) failing which the process of eviction will be initiated against M/s. Indojewel Jewellery Pvt. Ltd under the Public Premises (Eviction of Unauthorized Occupants) in 1971.

Also M/s Indojewel Jewellery Pvt. Ltd. is hereby directed to submit the sublease agreement, duly registered within 30 days from receipt of this order (or within such extended period as permitted by the Estate Manager with reasons recorded in writing) failing which the process of eviction will be initiated against M/s. Indojewel Jewellery Pvt. Ltd under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

This order is issued without prejudice to any other action that may be taken against M/s. Indojewel Jewellery Pvt. Ltd. under any other Act or Law for the time being in force.

Signed by Bridget Joe
Date: 21-06-2023 15:35:53
Reason: Approved



Estate Manager
SEEPZ-SEZ

To
M/s. Indojewels Jewellery Pvt. Ltd., *Mamta/23/6/2023*
Unit No.001, Multistoried Building,
SEEPZ-SEZ, Andheri (East),
MUMBAI - 400 096.



Copy to:

1. Custom Section, SEEPZ-SEZ → 08710 *SEEPZ*
2. Estate Section, SEEPZ-SEZ → 08711 *Prasad*
3. Legal Section, SEEPZ-SEZ → 08712 *23/06/23*
4. IA-Section, SEEPZ-SEZ → 08713 *Hansh*
5. CA Section, SEEPZ-SEZ. → 08714 *23/06/23*

 सत्यमेव जयते	भारतसरकार/ GOVERNMENT OF INDIA सीपज़- सेज़प्राधिकरण/ SEEPZ SEZ AUTHORITY, वणिज्यऔरउद्योगमंत्रालय, MINISTRY OF COMMERCE & INDUSTRY, अंधेरी (मुंबई)- 400 096. ANDHERI (EAST), MUMBAI - 400096 Tel: 022-28294719/28294701, Fax: 022-28291754 E-mail: dcseepz-mah@nic.in, Website: www.seepz.gov.in	 आचार्य अमृत महेश्वर
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File No. ER 18/2022 - EU / 03351 / 03353 / 03354 / 03355 / 03356 / 03357	
ORDER	BY REGISTERED A.D.
Date Of Order :	16/03/2023
Date Of Issue :	20/03/2023
Passed by:	Estate Manager
In the matter of	M/s. Mohit Diamonds Pvt Ltd. Recovery Notice No. SEEPZ SEZ/EMS/Sub-lease/Mohit/06-07/07662 Dated 26.03.2018

SPEAKING ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri S. B. Agrawal in the aforesaid Misc Appeal No. 537 of 2018.

FACTS OF THE CASE

- M/s. Mohit Diamond Pvt Ltd (formerly known as M/s. Mohit Jewellery Pvt. Ltd.) was allotted Unit No.301 to 304 admeasuring about 26168.32 sq.ft at SEEPZ++ by MIDC vide an Order No. MIDC/SEEPZ++/197 Dated 16.02.2004 in an additional area of 11 acres known as SEEPZ ++ leased out by MIDC vide Lease Deed dated 28.06.2005 together with all rights of, easements and appurtenances for 95 years from 1st January, 2002 for setting up the said SEEPZ++ for encouraging export of gems and jewellery and for earning foreign exchange on export of various kinds of hardware/software and gems and jewellery units. The said areas was subsequently notified and merged with the SEEPZ SEZ vide Notification dated 7.1.2002. The

premises in these buildings constructed by MIDC including the Buildings in SEEPZ++ were allotted to units on long terms lease on outright basis after obtaining NOC from DC SEEPZ. The NOCs issued for the allotment are in the nature of in principle NOC. The final allotment of space to any unit is dependent upon the approval of their project proposals in the Approval Committee meeting under SEZ Acts and SEZ Rules.

ii. Accordingly, the Letter of Approval No. IA(I)/NUS/APL/GJ-344/03-04/3947 dated 07.06.2004 valid up to 2019-20 was issued to M/s. Mohit Diamond Pvt Ltd in respect of the said premises for manufacture and export of Gold, Platinum & Combination Jewellery studded with Diamonds, Precious, Semi-precious Stones.

iii. M/s. Mohit Diamond Pvt. Ltd. further executed the sub lease agreement with SEEPZ on 13.08.2010 for the period of 95 years from 28.06.2005 subject to the inter alia condition that;

2(a) During the said term hereby created to pay unto the Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof clear of all deductions.

As per the lease Deed and clause 2(a), M/s. Mohit Diamond Pvt Ltd made various payments to the respondents from 18/7/2013 to 23/6/2015 to the extent of Rs.13,82,400/- towards ground Rent and other charges. However in the appeal, it was contended that "the payment was made under the mistake of law and cannot constitute any admission of liability by the unit. Consequently, it is incumbent upon SEEPZ to refund the sum of Rs.13,82,400/- or such part thereof

along with interest as applicable to the unit”

iv. In the meantime , a recovery proceeding was initiated against M/s. Mohit Diamond Pvt. Ltd. under Section 7 of Public Premises (Eviction of unauthorized occupants) Act, 1971 by issuing the Recovery Notice No. SEEPZ-SEZ/ EMS /sub-lease /mohit /06-07 /07662 dated 26.03.2018 raising an amount of Rs. 48,15,325.40 being the arrears of rent/Govt. Dues as on 19.03.2018

v. M/s. Mohit Diamond Pvt Ltd. vide its letter dated 29.03.2018 and 03.04.2018 replied to the SCN issued to them , inter alia stating that:

“In terms of allotment order dated 16.02.2004, we had deposited an amount of Rs. 8,24,30,300/- with MIDC as cost of the galas. On receipt of the full amount, MIDC has given the possession of the said allotted Galas to us and since then, our unit is functioning there in SEEPZ SEZ.

As desired by SEEPZ SEZ authorities, we had also entered into a sub lease agreement with SEEPZ SEZ on 13/08/2010 for these Galas allotted to us by MIDC in terms of the conditions mentioned above .

As per the condition No. 2 (b) of the allotment order, the Annual ground/ lease rent was fixed as Rs. 100/- in respect of the allotted space/gala. However, after entering into the sub lease contract, SEEPZ SEZ has started an unauthorized collection of huge amount of annual lease rent @Rs. 100/- sq mtr p.a. against Rs. 100/- per allotted galas/space fixed by M/s. MIDC as ground rent. The amount collected so far by SEEPZ SEZ from us in the name of ground rent without any authority.

Kind attention is further solicited towards the clarification issued by MIDC (The owner and lessor of the property), who vide their letter NO.CEO/MIDC/2016/A-29933 dated 28.01.2016 addressed to the Development Commissioner SEEPZ SEZ have re confirmed the stand that the recoverable annual ground rent shall be @ Rs. 100/- only from each of the sub lessee i.e. unit/Gala holders. In their said letter M/s. MIDC have also made certain observations which are reproduced here below.

However it is observed by MIDC that the SEEPZ Authority has levied a ground rent separately in contravention of terms and conditions mentioned in the allotment order/letter & also issued a notice for the same to the units/galas holders.

Therefore, in terms of Allotment order/letter issued by the MIDC to the units/gala holders, we hereby call upon you that the SEEPZ SEZ Authority is not entitled to levy ground /lease rent on units/gala holders who have set up their units/ Gala in the aforesaid flatted typed buildings.

In view of the above clarification, the recovery of the amount computed and calculated by your office is extra jurisdictional and is against the spirit of the law and the same has been collected illegally from us. Sine SEEPZ SEZ has no legal jurisdiction to amend the above provision of the original contract entered with MIDC mutually by us, any additional collection from Gala / unit holders like us shall become illegal and infructuous. Therefore, it is humbly requested that the amount collected illegally in the name of annual lease/ground rent be refunded immediately along with interest as applicable.

However we are willing to pay the legally recoverable amount if any due on us.

We request your goods self to kindly refund the entire amount

collected from us in the name of annual lease/ground rent without any authority or legal right from the date of transfer of ownership of the property onwards as per the provisions of law. The refund should be paid back to us with interest at the earliest."

vi M/s. Mohit Diamond Pvt. Ltd. thereafter, was granted an opportunity of personal hearing on 11.04.2018 wherein the representative of M/s. Mohit Diamond Pvt. Ltd., Shri Y. K. Sharma, IRS Retired Additional Commissioner of Customs, Central Excise and Service Tax appeared and reiterated the submission made in the written submission dated 03.04.2018. However no prima facie case was made out by M/s. Mohit Diamond Pvt. Ltd.

vii After being heard, the Estate Manager was pleased to adjudicate the Recovery Notice by issuing Recovery Order No. SEEPZ-SEZ/E&R/MDPL/108/2018-16/23146 dated 21.09.2018 thereby called upon the unit to make the payment of Rs.54,83,294.96 as on 12/9/2018, within 15 days

viii The said Recovery Order dated 21.09.2018 was challenged before the Hon'ble City Civil Court Mumbai by M/s. Mohit Diamond Pvt. Ltd vide Misc Appeal No. 537 of 2018 under Section 9 of the Public Premises (eviction of unauthorized occupants) Act, 1971. The aforesaid appeal preferred by M/s. Mohit Diamond Pvt. Ltd was subsequently disposed off as partly allowed by the Hon'ble City Civil Court vide Judgment dated 22.12.2020 with direction to the Estate Manager to consider the material before him and pass a reasoned order.

RECORDING OF PERSONAL HEARING

In pursuance of the order dated 22.12.2020 passed by the Hon'ble City Civil Court in the aforesaid Misc Appeal challenging the Recovery Order

issued under Public Premises (Eviction of Unauthorized Occupants) Act, 1971, an opportunity of personal hearing was granted to M/s. Mohit Diamonds Pvt. Ltd. on 20.05.2022 and 27.06.2022, wherein Shri. Amarnath Sharma (Consultant) of M/s. Mohit Diamonds Pvt. Ltd appeared for the hearing on 27.06.2022 and submitted as under:

- i. "I/We rely upon our all submissions made earlier in reply to the SCN issued to us and the point/arguments of appeal before Hon'ble Court in the matter as our written submissions.
- ii. I/We strongly feel that the contract signed with us/proposed to be signed with us (SEEPZ SEZ as lessee and we as sub-lessee) is legally invalid. The reason is that at many places, SEEPZ as lessee, has invoked involvement of lessor i.e. MIDC but they have not been made a signatory of the contract. In fact, they could also had been a signatory to entire agreement and the agreement could have been a tripartite one rather than a bipartite one. In this regard, I/we would like to draw the kind attention of the adjudicating authority towards CEO, MIDC's letter dated 28.01.2016, wherein he as a lessor clearly and candidly clarifies that SEEPZ Authority is not entitled to levy ground/lease rent on units/gala holders. This is against the contents of signed/to be signed contract/agreement between I/we as sub-lessee and SEEPZ as Lessee.
- iii. If I/we have paid any increased rent than the one fixed by MIDC, the same should be refunded to us along with interest as applicable from time to time.
- iv. I/we do hereby state that we are totally satisfied with the personal hearing so given to us."

FINDINGS & DISCUSSION

1. I have carefully gone through the material available on record and the defense put forth by the unit by way of written submission and the

submission made during the course of personal hearing granted, before passing an order.

2. It is noted that since inception of the Zone in 1973-74 and upto 1997-98, buildings (i.e. standard Design Factory I to VI and Gems and Jewellery complex building I to III) were constructed by Govt of India's fund in an area known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G & J Units) Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self financing basis without any funding from Government of India in the open area located between existing SDF I & II in area F-1. Thereafter the buildings in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002. Plot F-1 approx. 92 acres and an additional areas known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.'

3. M/s. Mohit Diamonds Pvt Ltd and many other units are located in SEEPZ ++ and Multistoried building which are constructed by MIDC on self financing basis.

4. It is noted that building known as SDF VII in plot F -1 was constructed by MIDC on self financing scheme as approved in Inter Ministerial Committee in its 1st meeting held on 02.09.1994 and also subject to submission of sub-lease agreement to be approved by MOC. As communicated by Ministry vide Communication dated 29.06.1998, though the allotments in SDF VII are to be made by MIDC, only to the

units approved by the Development Commissioner. Accordingly, DC SEEPZ will be included in the decision making body of MIDC constituted for the purpose. Further, it was decided in the Inter-Ministerial Committee meeting held on 07.04.2000 under the chairmanship of Shri D.K. Mittal, Joint Secretary, MoC & I, in the presence of MIDC and DC SEEPZ that the status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. There are total number of 40 working units in SDF VII, out of which 35 units have registered the sub lease agreement with SEEPZ, 3 units are in process of registering the agreement and not challenged and paying the rent regularly. Even the Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots.

5. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted.

6. In the present case, admittedly, the unit has executed the sub lease agreement subject to inter alia condition that

2(a) During the said term hereby created to pay unto the Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof clear of all deductions.

7. On the issue of Revision of Rent, it is noted that earlier the rent for the plot holders in Zone was @ Rs.10/- per sq mtrs per annum.
8. Further vide circular dated 01.08.2003, Rs.10/- per sq mtrs p.a. was fixed on account of lease rent /FSI charges for the ready built unit purchased on outright basis. Further as per the Minutes of the meeting dated 09.10.2003 with MIDC, it was inter alia decided that No additional lease rent to be paid to MIDC for SEEPZ++ area as covered under Plot F-1 and existing rate of Rs. 10/- per sq. mtr. p.a. would be made applicable to plot holders of SEEPZ++. The same was revised from Rs.10/- per sq mtrs p. a. to Rs.50/- per sq mtrs p.a. in 2005 and subsequently revised upto Rs.70/- and Rs. 100/-per sq mtrs p. a. in 2008 and 2011 respectively. The lease rent for plot holders, Tower I and II in SEEPZ ++ and multistoried building was fixed at the rate of Rs 70/- per sq mtr p a till 01.01.2011 from the date of possession and subsequently the same was revised @Rs. 100 per sq.mtr p.a. w.e.f. 01.01.2011 vide circular dated 30.06.2011.
9. SEEPZ Authority is charging lease Rent @ Rs.100/- per Sq mt p.a. w.e.f 01.01.2011 from all the unit /plot holders located at SEEPZ+, Multistoried building and SDF VII. In addition to that the SEEPZ authority is collecting the service charges for common area @ Rs 250/- per sq.mt. p.a. The said charges are being collected on account of maintaining the area and providing common services to entire area like cleaning services, biogas plant, roads light etc. Hence SEEPZ SEZ Authority is entitled to charge for the services provided to common areas and utilities on actual basis. It is further noted that in case of SDF VII, it was communicated by Ministry that the MIDC shall be responsible for maintenance work in Building. Standard of maintenance should be laid down by the DC SEEPZ. The responsibility of security arrangements will be made by the SEEPZ Admn and the cost should be recovered from allottee. The said fact has also been

communicated to MIDC vide letter dated 06.05.2016 responding to letter dated 28.01.2016 issued by MIDC stating that MIDC is recovering the ground rent of Rs.100/- per annum in respect of space /Gala allotted for Hardware Software, Gems and Jewellery Units/ Gala Holders. It is noted that SEEPZ Authority is recovering from Units/ Galas by virtue of the lease agreements dated 20.01.1975 and 20.06.2005 executed by and between MIDC and SEEPZ where the entire land covered in lease is given under the control of SEEPZ Authority as a lessee.

10. Keeping in view of various communications of Ministry i.e. 31.10.1995, 20.05.1999, 24.08.1999 and in view of the Minutes of Inter-Ministerial Committee meeting held in the presence of MIDC and SEEPZ clearly speaks that a Unit will enter into agreement with Zone Administration. Further, the entrepreneurs to whom the built up space in the SDF would be sold by MIDC, shall enter into a lease agreement with the Development Commissioner, SEEPZ in respect of lease of the land covering payment of lease rent, transfer of rights and usage of space. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. The status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. Sub-lease Agreement of existing plot holders would be at par for plot holders of SEEPZ++.

11. Most of the units in SEEPZ++, Multistoried building and SDF-VII are regularly paying rent to SEEPZ Authority, only 8 number of units have disputed the issuance of recovery notices/orders before the Court of law. Out of which three units have assured during the personal hearing that they won't be proceeding for any litigation / Court case, with further assurance to clear the outstanding rental dues within stipulated time and execute the sub lease agreement w.r.t. their respective unit. Out of the said three units, one has already cleared the

dues as admitted during personal hearing.

12. It is further noted that once the lease is executed, it is governed under the Transfer of Property Act, 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There is no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC, the same was the construction cost paid to the MIDC. As per the said clarification issued by the Ministry, MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and between MIDC and the SEEPZ .

13. There is no scope or legal authority given to or obtained by MIDC to collect any rent to be levied by them independently and separately i.r.o. super structure constructed under the Self financing scheme on the land leased and demised in favour of President of India (SEEPZ SEZ) by virtue of the two Lease Agreements executed between MIDC & SEEPZ (1st Agreement executed on 20.01.1975 and 2nd for additional 11 acres of land towards SEEPZ++ executed on 28.06.2005). Also SEEPZ is paying lease rents to MIDC as per the said 2 lease agreements. Therefore MIDC cannot independently or separately charge anything over and above lease rent fixed under the said 2 lease agreements between MIDC & SEEPZ. Also from the said terms and conditions of the 2 Lease Agreements between MIDC & SEEPZ SEZ, there are no rights reserved expressly or impliedly to MIDC enabling them to collect any rent/transfer charges etc. in addition to the rent reserved between SEEPZ SEZ and MIDC. Hence the request of all the unit holders regarding the waiver of the rent @ Rs.100/- per sq mt p a,

on basis of the allotment of space by MIDC, and therefore the contentions of the unit w.r.t. the payment of Rs.13,82,400/- made under the mistake is not tenable and for which SEEPZ is not liable to refund the said amount or such part thereof along with interest as applicable to the unit.

14. It is also noted from the court proceedings that M/s. Mohit Diamonds Pvt. Ltd is claiming that the unit has paid to MIDC a sum of Rs.1800/- towards annual lease /ground rent till 2018. It is seen that immediately after issuing the Recovery order the unit has paid the said amount from the date of possession upto 2018 @ Rs.100/- p.a. In view of the above it is crystal clear that M/s. Mohit Diamonds Pvt Ltd was never making the payment to MIDC before from the date of possession.

15. Having regard to foregoing discussions and findings, I pass the following order:

Order

Keeping in view of all the above facts and circumstances and the material available on record, I am satisfied that M/s. Mohit Diamonds Pvt Ltd. are unauthorizedly occupying the premises i.e. Unit No.301-304, Tower -II, SEEPZ++, SEEPZ-SEZ without payment of lease rent, resulting in defeating the purpose of allotting the land to the entrepreneur in the Special Economic zone area. Being the unit situated in Special Economic Zone, it is to abide by all the provisions of the Special Economic Zone Act and the Rules and orders made there under and the LOP is the authorization to make the export. I am also satisfied that the Recovery Order issued to M/s. Mohit Diamonds Pvt Ltd for non payment of govt dues towards the arrears of lease rent, is rightly issued under PP Act considering all the aspects and also upon granting the opportunity of personal hearing to follow the principle of natural justice. I do not find any cogent supporting material to the contentions of the unit hence, I come to the conclusion that M/s.

Mohit Diamonds Pvt. Ltd. are liable to pay the outstanding govt dues w.r.t. the said premise, amounting to Rs. 1,29,67,245.67/- as on 22.02.2023 within 30 days from the receipt of this order (or within such extended period as permitted by the undersigned with reasons recorded in writing) failing which the process of eviction will be initiated against them under the Public Premises (eviction of unauthorized occupants) Act 1971.

This order is issued without prejudice to any other action that may be taken against M/s. Mohit Diamonds Pvt. Ltd. under any other Act or Law for the time being in force.

Signed by Bridget Joe
Date: 16-03-2023 17:04:24
Reason: Approved

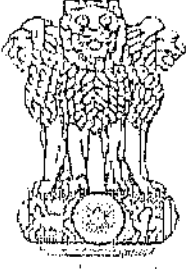
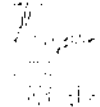
Estate Manager
SEEPZ-SEZ

To,
M/s. Mohit Diamonds Pvt. Ltd., Unit No.301-304, Tower -II, SEEPZ++,
SEEPZ-SEZ.

Approved 21/3/23 9867203900

Copy to:

1. Custom Section, SEEPZ-SEZ - *Tefin* 20/03/23
2. Estate Section, SEEPZ-SEZ *Manoj* 21/3/23
3. Legal Section, SEEPZ-SEZ *Ravish* 20/3/23
4. CA Section, SEEPZ-SEZ. *Reviewed by* *AB* 20/03/23
5. IA Section, SEEPZ-SEZ. *Dhanali* 20/03/2023

 सत्यमेव जयते	भारतसर्वकार / GOVERNMENT OF INDIA सीपज़-सेज़ प्राधिकरण / SEEPZ SEZ AUTHORITY, वाणिज्य और उद्योग मंत्रालय, MINISTRY OF COMMERCE & INDUSTRY, अंधेरी (मुंबई) - 400 096. ANDHERI (EAST), MUMBAI - 400096 Tel: 022-28294719/28294701, Fax: 022-28291754 E-mail: dcseepz-mah@nic.in, Website: www.seepz.gov.in	 [Signature]
File No. ER/23/2022-EU/01133/01140/01141/01142/01143/01144 BY REGISTERED A.D.		
ORDER	Date Of Order : 23/01/2023	
	Date Of Issue : 23/01/2023	
Passed by:	Estate Manager	
In the matter of	M/s. Twinkle Diamond Jewellery India Pvt Ltd Recovery Notice No. SEEPZ-SEZ/EMS / SUBLEASE /TDJ/26/2015-16/385 DATED 13.01.2016	

SPEAKING ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri. S. B. Agrawal in the aforesaid Misc Appeal No.162 of 2019.

FACTS OF THE CASE

olc

i. M/s. Twinkle Diamond Jewellery India Pvt. Ltd was allotted Gala No.503 at 5th floor, admeasuring 6638.92 sq.ft by MIDC vide Order No. MIDC/ SEEPZ++/480 Dated 05.06.2003 in Building No. 2, constructed by MIDC in an additional area of 11 acres known as SEEPZ ++ leased out by MIDC vide Lease Deed dated 28.06.2005 together with all rights of, easements and appurtenances for 95 years from 1st January, 2002 for setting up the said Seepz++ for encouraging export of gems and jewellery and for earning foreign exchange on export of various kinds of hardware/software and gems and jewellery units. The said areas was subsequently notified and merged with the SEEPZ SEZ vide Notification dated 7.1.2002. The premises in these buildings constructed by MIDC including the Buildings in SEEPZ++ were allotted to units on long terms lease on outright basis after obtaining NOC from DC SEEPZ. The NOCs issued for the allotment are in the nature of in principle NOC. The final allotment of space to any unit is

dependent upon the approval of their project proposals in the Approval Committee meeting under SEZ Acts and SEZ Rules.

ii. Accordingly, Letter of Approval No. IA (I)/NUS/APL/GJ/315/03-04/6220 dated 26.11.2003 was issued to the unit as amended in respect of the said premises for manufacture and export of Plain Gold/ Platinum / Silver Jewellery and studded Gold / Platinum/Silver Jewellery.

iii. M/s. Twinkle Diamond Jewellery India Pvt. Ltd. was further issued the possession receipt vide No. EE (IT PARK Dn.)/Mumbai/87/of2004 dated 23.01.2004, in respect of the said premises by MIDC.

iv. M/s. Twinkle Diamond Jewellery India Pvt. Ltd. vide letter dated 18.10.2005 informed that they have commenced their production.

v. The LOA was valid till 31.03.2011 thereafter renewed for further block period 2011-12 to 2015-16. The LOA was further renewed for a period of 5 years-w.e.f. 01.04.2016 to 31.03.2021 vide letter dated 01.04.2016 and accordingly, upon acceptance of the terms and conditions of the LOA, the Appellant executed the Bond Cum Legal Undertaking on 02.08.2016.

vi Further, Eviction proceedings were initiated under Section 4 of Public Premises (Eviction of unauthorized occupants) Act, 1971 against M/s. Twinkle Diamond Jewellery India Pvt. Ltd by issuing the Show Cause Notice dated 24.08.2015 on the following grounds :

1. Non execution of sub lease agreement
2. Keeping the premises closed.
3. Failure to clear outstanding Govt. dues.

vii Simultaneously, a recovery proceeding was also initiated under Section 7 of Public Premises (Eviction of unauthorized occupants) Act, 1971 against M/s. Twinkle Diamond Jewellery India Pvt. Ltd by issuing the Recovery Notice No. SEEPZ-SEZ/ EMS/Sublease/TDJ/ 26/15-16/395 dated 13.01.2016 for an amount of Rs.8,11,442.36/- (Eight Lacs Eleven Thousand Four Hundred Forty Two and Thirty Six Paise Only) being the arrears of rent/Govt. dues as on 01.04.2015

viii. M/s. Twinkle Diamond Jewellery India Pvt. Ltd, vide its letter/submissions dated 11.05.2017, replied to the recovery notice as under:-

M/s MIDC vide its order no. MIDC/SEEPZ++/480 dated 05th June,2003 allotted, Gala no.503, admeasuring an area of 6638.92 Sq.ft. in SEEPZ++ Marol Industrial Area, for establishing Gems and Jewellery unit subject to payment of total amount of Rs.2,09,12,600/- @ Rs.3,150/- per Sq. Ft. In addition, several other conditions mentioned therein have also been imposed by M/s. MIDC. They have already deposited the full lease amount to M/s MIDC. On receipt of the full lease amount to MIDC & M/s MIDC has given the possession of the said allotted GALA to M/s. Twinkle Diamond Jewellery India Pvt. Ltd.

As per condition No.4(a) of the Allotment Order dated 05.06.2003 issued by MIDC, the Allottee have to enter into an agreement to lease, in

the form prescribed by Corporation (MIDC). As per the said condition, on the performance of the conditions, they will be entitled to lease for the term of 95 years to be computed from the date of execution of the agreement to lease. However, neither MIDC nor SEEPZ-SEZ have entered into any Lease Agreement with the Allottee, even after a lapse of very long period. The reason for such a delay is not known to M/s. Twinkle Diamond Jewellery India Pvt. Ltd.

As per condition No.4(b) of the above allotment order, issued by M/s MIDC, the ground rent was clearly fixed at the rate of Rs.100/- per annum in respect of the space/Gala allotted to M/s. Twinkle Diamond Jewellery India Pvt. Ltd.

In this regard, clarification was issued by M/s MIDC (The Owner and Lessor of the property), who vide their letter no.CEO/MIDC/2016/A-29933 dated 28.01.2016, addressed to the Development Commissioner, SEEPZ-SEZ, have re-confirmed the stand that the recoverable annual ground rent shall be @ Rs.100/- only from each of the Sub-lessee i.e Unit/Gala holders. In their said letter M/s MIDC have also made certain observation which are reproduced here below:

" However , it is observed by MIDC that the SEEPZ Authority has levied a ground rent separately in contravention of terms and conditions mentioned in the allotment order/letter & also issued a notice for the same to the Units/ Gala holder.

"Therefore, in terms of Allotment Order/letter issue by the MIDC to the Units/Gala holders, we hereby call upon you that the SEEPZ Authority is not entitled to levy ground/lease rent on Units/Gala holders who have set up their Units/Gala in the aforesaid flatted type buildings."

In view of the above clarification, the demand computed and calculated by SEEPZ-SEZ is extra-jurisdictional and is against the spirit of the law and the same is legally unsustainable. Since, SEEPZ-SEZ has no legal jurisdiction to amend the above provision of the original contract entered with M/s. MIDC mutually by M/s. Twinkle Diamond Jewellery India Pvt. Ltd, any further sub-lease contract to be entered/ entered with Gala/unit holders like us shall become illegal and infructuous. Therefore, the demand pertaining to the annual lease/ground rent and arrears thereof including any penal interest mentioned therein, in the notice must be dropped.

However, the unit undertook to pay the legally recoverable lease/ground rent @ Rs.100/- per year either to SEEPZ-SEZ or MIDC as mutually decided by both the Authorities.

- ix. M/s. Twinkle Diamond Jewellery India Pvt. Ltd was, thereafter, granted the opportunities of personal hearings on 11.09.2015, 28.12.2015 and 11.01.2016, 28.01.2016, 05.10.2016, 06.10.2017, 22.06.2017, 26.03.2018 to follow the principle of natural justice.

- x. Recovery Notice dated 13.01.2016 was duly adjudicated vide Recovery Order dated 24.05.2018 and thereby called upon M/s. Twinkle Diamond Jewellery India Pvt. Ltd to make the payment of Rs. 19,66,701.52/- as on 31.03.2018 within 15 days from the date of receipt of order.
- xi. Since M/s. Twinkle Diamond Jewellery India Pvt. Ltd failed to make the payment, a Revenue Recovery Certificate in terms Rule 17(2) of the Maharashtra Realization of Land Revenue Rules, 1967, was forwarded to the Collector Mumbai Suburban District in order to recover the outstanding Govt. dues. In response, the Collector vide its letter dated 02.02.2019 called up on the unit to make the payment within 7 days, further informing that failure in making the payment will result into initiation of action against M/s. Twinkle Diamond Jewellery India Pvt. Ltd.
- xii. The said Recovery Order was challenged before the Hon'ble City Civil Court Mumbai by M/s. Patdiam Jewellery Pvt. Ltd vide Misc. Appeal No. 162 of 2020 under Section 9 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- xiii. The aforesaid appeal filed before the Hon'ble City Civil Court Mumbai, vide Judgment dated 22.12.2020, was disposed off by the Hon'ble City Civil Court as partly allowed with a direction to the Estate Manager to consider the material before him and pass a reasoned order.

RECORDING OF PERSON HEARING

In pursuance of the order dated 22.12.2020 passed by the Hon'ble City Civil Court in the aforesaid Misc Appeals challenging the Eviction and Recovery Orders issued under Public Premises (Eviction of Unauthorized Occupants) Act, 1971., an opportunity of personal hearing was granted to M/s. Twinkle Diamond Jewellery India Pvt Ltd on 23.05.2022. Ms. Meghana Samiani (CFO) and Shri. Vaibhav Shah (HR-Legal) of M/s. Twinkle Diamond Jewellery India Pvt. Ltd. appeared for the hearing on 23.05.2022. The representatives of the unit informed that the outstanding rental dues will be paid by June 2022 and the sub-lease agreement draft has been submitted for scrutiny.

Shri. Vaibhav Shah, HR Legal of M/s. Twinkle Diamond Jewellery India Pvt. Ltd. again appeared for a PH on 14.06.2022 in continuation to PH held on 23.05.2022. He submitted letter dated 13.06.2022 stating that there is no operative order as of now. There is no Demand operative as of now. The Hon'ble Court also ordered to pass a reasoned order with the already raised contentions by the Applicant, which is pending adjudication. The unit accordingly requested to pass a reasoned order and thereafter without prejudice to their right and contentions will submit their schedule of payment.

FINDINGS & DISCUSSION

1. ✓ I have carefully gone through the material available on record and the submissions made by the unit during the course of personal hearings granted and written submission.

2. ✓ It is noted that since inception of the zone in 1973-74 and upto 1997-98,

buildings (i.e. Standard Design Factory I to VI and Gems and Jewellery complex building I to III) were constructed from Govt of India's fund in an areas known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G & J Units). Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self financing basis without any funding from Government of India in the open area located between existing SDF I & II in area F-1. Thereafter, the buildings in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002. Plot F-1 approx. 92 acres and an additional areas known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.

3/ M/s. Twinkle Diamond Jewellery India Pvt. Ltd. and many other units located in the areas SEEPZ ++ and Multistoried building which are constructed by MIDC on self financing basis.

4. On the issue of the execution of sub lease agreement and the payment of lease rent, it is noted that building known as SDF VII in plot F -1 was constructed by MIDC on self financing scheme as approved in Inter Ministerial Committee in its 1st meeting held on 02.09.1994 and also subject to submission of sub-lease agreement to be approved by MOC. As communicated by Ministry vide Communication dated 29.06.1998, though the allotments in SDF VII were to be made by MIDC, only to the units approved by the Development Commissioner. Accordingly, DC SEEPZ will be included in the decision making body of MIDC constituted for the purpose. Further, it was decided in the Inter-Ministerial Committee meeting held on 07.04.2000, under the chairmanship of Shri D.K. Mittal, Joint Secretary, MoC & I, in the presence of MIDC and DC SEEPZ that the status of allottee in SDF VII will be at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. There are total number of 40 working units in SDF VII, out of which 35 units have registered the sub lease agreement with SEEPZ, 3 units are in process of registering the agreement and not challenged and all are paying the lease rent regularly. Even the Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots.

5. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted.

6. On the issue of Revision of Rent, it is noted that earlier the rent for the plot holders in Zone was @Rs.10/- per sq mtrs per annum.

7. Further, vide circular 01.08.2003, Rs.10/- per sq mtrs p.a. was fixed on account of lease rent /FSI charges for the ready built unit purchased on outright basis. Further as per the Minutes of the meeting dated 09.10.2003 with MIDC, it was inter alia decided that No additional lease rent to be paid to MIDC for SEEPZ++ area as covered under Plot F-1 and existing rate of Rs. 10/- per sq. mtr. p.a. would be made applicable to plot holders of SEEPZ++. The same was revised from Rs.10/- per sq mtrs p. a. to Rs.50/- per sq mtrs pa in 2005 and subsequently revised upto Rs.70/- and Rs. 100/-per sq mtrs p. a. in 2008 and 2011 respectively. The lease rent for plot holders, Tower I and II in SEEPZ ++ and Multistoried building was fixed at the rate of Rs 70/- per sq mtr p a till 01.01.2011 from the date of possession and subsequently the same was revised @Rs. 100 per sq.mtr p.a. w.e.f. 01.01.2011 vide circular dated 30.06.2011.

8. SEEPZ Authority is charging lease Rent @ Rs.100/- per Sq mt p.a. w.e.f 01.01.2011 from all the unit /plot holders located at SEEPZ++, Multistoried building and SDF VII. In addition to that the SEEPZ authority is collecting the service charges for common area @ Rs 250/- per sq.mt. p.a. The said charges are being collected on account of maintaining the area and providing common services to entire area like cleaning services, biogas plant, security of the Zone, Entry & Exit gate management, road light etc. Hence SEEPZ SEZ Authority is entitled to charge for the services provided to common areas and utilities on actual basis. It is further noted that in case of SDF VII, it was communicated by Ministry that the MIDC shall be responsible for maintenance work in Building. Standard of maintenance should be laid down by the DC SEEPZ. The responsibility of security arrangements will be made by the SEEPZ Admn. and the cost should be recovered from allottees. The said facts had also been communicated to MIDC vide letter dated 06.05.2016 responding to letter dated 28.01.2016, issued by MIDC stating that MIDC is recovering the ground rent of Rs.100/- per annum in respect of space /Gala allotted for Hardware Software, Gems and Jewellery Units/ Gala Holders. It is noted that SEEPZ Authority is recovering from Units/ Galas by virtue of the lease agreements dated 20.01.1975 and 20.06.2005 executed by and between MIDC and SEEPZ where the entire land covered in lease is given under the control of SEEPZ Authority as a lessee.

9. Keeping in view of various communications of Ministry i.e. 31.10.1995, 20.05.1999, 24.08.1999 and in view of the minutes of Inter-Ministerial Committee meeting held in the presence of MIDC and SEEPZ clearly speaks that a Unit will enter into agreement with Zone Administration. Further, the entrepreneurs to whom the built up space in the SDF's would be sold by MIDC, shall enter into a lease agreement with the Development Commissioner, SEEPZ in respect of lease of the land covering payment of lease rent, transfer of rights and usage of space. The allottees of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. The status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. Sub-lease Agreement of existing plot holders would be at par for plot holders of SEEPZ++. Further it is seen from MIDC's communication dated 22.11.2004 and 1.06.2005 that after the execution of lease agreement with SEEPZ Authority, the SEEPZ Authority will execute the sub lease Agreement with the allottees of built up units and open plots in the format already

provided to the units. Accordingly, revised format of the sub-lease agreement duly vetted by their Legal Dept. for unit holders and plot holders in SEEPZ ++for execution by SEEPZ Authority with the allottees, were forwarded by MIDC vide various communication dated 09.02.2005, 01.06.2005 & 07.07.2005 and the same was again circulated to all unit holders vide communication dated 17.11.2005 & 28.12.2005 informing that the draft agreement was conveyed to all the Unit holders that on receipt of the No Dues certificate from MIDC, copy of the sub-lease agreement to be executed between SEEPZ & Unit holders would be given. It shows that the unit was aware about the execution of sub lease agreement with SEEPZ. Since SEEPZ++ is to be treated as an extension of SEEPZ, it has been decided to execute the lease of the area with SEEPZ and SEEPZ Authority will execute the sub-lease with Unit and plot holders to whom the allotment is made. Hence there was no need of making MIDC a party in the proceedings before Estate Manager .

10 Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots. The agreement shall also include suitable provision for eviction of Units in case of non-fulfillment/violations of conditions of approval and after sale of the built up space, MIDC shall not have any rights or claims on the premises. In case of transfer or sale of premises by allottees to another approved unit, the claim on premium shall vest with SEEPZ only

11. Once the lease is executed, it is governed under the Transfer Of Property Act 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There are no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore, though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC , the same was the construction cost paid to the MIDC. The Ministry of Commerce vide its letter dated 09.12.1999 clarified that , MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and between MIDC and the SEEPZ. It is further clarified from the said letter dated 09.12.199 that Eviction Act is applicable and eviction is possible for non performance and for non executing the separate lease agreement with SEEPZ for the payment of lease rent.

12. There is no scope or legal authority given to or obtained by MIDC to collect any rent to be levied by them independently and separately i.r.o. super structure constructed under the Self financing scheme on the land leased and demised in favour of President of India (SEEPZ SEZ) by virtue of the 2 Lease Agreements executed between MIDC & SEEPZ (1st Agreement executed on 20.01.1975 and 2nd extended 11 acres of land towards SEEPZ++ executed on 28.06.2005). Also SEEPZ is paying lease rents to MIDC as per the said 2 lease agreements. Therefore MIDC cannot independently or separately charge anything over and above lease rent fixed under the said 2 lease agreement between MIDC & SEEPZ. Also from the said terms and conditions of the 2 Lease Agreements between MIDC & SEEPZ SEZ, there

buildings (i.e. Standard Design Factory I to VI and Gems and Jewellery complex building I to III) were constructed from Govt of India's fund in an areas known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G & J Units). Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self financing basis without any funding from Government of India in the open area located between existing SDF I & II in area F-1. Thereafter, the buildings in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002 .Plot F-1 approx. 92 acres and an additional areas known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.

3/ M/s. Twinkle Diamond Jewellery India Pvt. Ltd. and many other units located in the areas SEEPZ ++ and Multistoried building which are constructed by MIDC on self financing basis .

4. On the issue of the execution of sub lease agreement and the payment of lease rent, it is noted that building known as SDF VII in plot F -1 was constructed by MIDC on self financing scheme as approved in Inter Ministerial Committee in its 1st meeting held on 02.09.1994 and also subject to submission of sub-lease agreement to be approved by MOC. As communicated by Ministry vide Communication dated 29.06.1998, though the allotments in SDF VII were to be made by MIDC, only to the units approved by the Development Commissioner. Accordingly, DC SEEPZ will be included in the decision making body of MIDC constituted for the purpose. Further, it was decided in the Inter-Ministerial Committee meeting held on 07.04.2000, under the chairmanship of Shri D.K. Mittal, Joint Secretary, MoC & I, in the presence of MIDC and DC SEEPZ that the status of allottee in SDF VII will be at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. There are total number of 40 working units in SDF VII, out of which 35 units have registered the sub lease agreement with SEEPZ, 3 units are in process of registering the agreement and not challenged and all are paying the lease rent regularly. Even the Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots.

5. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted .

6. On the issue of Revision of Rent, it is noted that earlier the rent for the plot holders in Zone was @Rs.10/- per sq mtrs per annum .

provided to the units. Accordingly, revised format of the sub-lease agreement duly vetted by their Legal Dept. for unit holders and plot holders in SEEPZ ++for execution by SEEPZ Authority with the allottees, were forwarded by MIDC vide various communication dated 09.02.2005, 01.06.2005 & 07.07.2005 and the same was again circulated to all unit holders vide communication dated 17.11.2005 & 28.12.2005 informing that the draft agreement was conveyed to all the Unit holders that on receipt of the No Dues certificate from MIDC, copy of the sub-lease agreement to be executed between SEEPZ & Unit holders would be given. It shows that the unit was aware about the execution of sub lease agreement with SEEPZ. Since SEEPZ++ is to be treated as an extension of SEEPZ, it has been decided to execute the lease of the area with SEEPZ and SEEPZ Authority will execute the sub-lease with Unit and plot holders to whom the allotment is made. Hence there was no need of making MIDC a party in the proceedings before Estate Manager.

10 Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots. The agreement shall also include suitable provision for eviction of Units in case of non-fulfillment/violations of conditions of approval and after sale of the built up space, MIDC shall not have any rights or claims on the premises. In case of transfer or sale of premises by allottees to another approved unit, the claim on premium shall vest with SEEPZ only

11. Once the lease is executed, it is governed under the Transfer Of Property Act 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There are no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore, though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC, the same was the construction cost paid to the MIDC. The Ministry of Commerce vide its letter dated 09.12.1999 clarified that, MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and between MIDC and the SEEPZ. It is further clarified from the said letter dated 09.12.199 that Eviction Act is applicable and eviction is possible for non performance and for non executing the separate lease agreement with SEEPZ for the payment of lease rent.

12. There is no scope or legal authority given to or obtained by MIDC to collect any rent to be levied by them independently and separately i.r.o. super structure constructed under the Self financing scheme on the land leased and demised in favour of President of India (SEEPZ SEZ) by virtue of the 2 Lease Agreements executed between MIDC & SEEPZ (1st Agreement executed on 20.01.1975 and 2nd extended 11 acres of land towards SEEPZ++ executed on 28.06.2005). Also SEEPZ is paying lease rents to MIDC as per the said 2 lease agreements. Therefore MIDC cannot independently or separately charge anything over and above lease rent fixed under the said 2 lease agreement between MIDC & SEEPZ. Also from the said terms and conditions of the 2 Lease Agreements between MIDC & SEEPZ SEZ, there

are no rights reserved expressly or impliedly to MIDC enabling them to collect any rent/transfer charges etc. in addition to the rent reserved between SEEPZ SEZ and MIDC. Hence the request of M/s. Twinkle Diamond Jewellery India Pvt. Ltd. regarding the waiver of the rent @ Rs.100/- per sq mt p a, on basis of the allotment of space by MIDC, is not sustainable.

13. It also noted from the court proceedings that the unit holder is claiming that they are paying the lease rent to MIDC at the rate of Rs. 100/- p.a towards the annual lease rent till 2018. On the contrary from the document listed in their compilation, it is seen that immediately after issuance of the Recovery Order the unit has paid the said amount from the date of possession. Thereafter, no further payment has been made to MIDC. In view of the above it is crystal clear that appellants were never making the payment to MIDC before from the date of possession.

14. During the PH, the authorized representatives of the unit have requested that a reasoned order may be issued as per the direction of the order dated 22.12.2020 in MISC appeal No. 162 of 2019 and thereafter the dues will be taken up.

15. Having regard to foregoing discussions and findings, I pass the following order:

Order

Keeping in view of all the above facts and circumstances and the material available on record, I am satisfied that M/s. Twinkle Diamond Jewellery India Pvt. Ltd are unauthorizedly occupying the premises i. e. Gala No.503 at 5th floor, Building No.2 at SEEPZ ++. I am also satisfied that the recovery order issued to M/s. Twinkle Diamond Jewellery India Pvt. Ltd for nonpayment of govt dues towards the arrears of lease rent, is rightly issued under PP Act, 1971 considering all the aspects and also upon granting the opportunity of personal hearing to follow the principle of natural justice. I do not find any cogent supporting material to the contentions of the unit. Hence, I come to the conclusion that M/s. Twinkle Diamond Jewellery India Pvt. Ltd are liable to pay the outstanding govt dues w.r.t. the said premises amounting to Rs. 8,06,063.93 as on 12.12.2022 within 30 days from the receipt of this order (or within such extended period as permitted by the undersigned with reason recorded in writing) failing which the process of eviction will be initiated against them under the Public Premises (eviction of unauthorized occupants) Act 1971.

Also M/s. Twinkle Diamond Jewellery India Pvt. Ltd are hereby directed to submit the Sub-lease Agreement, duly registered within 30 days from the receipt of this order (or within such extended period as permitted by the undersigned with reasons recorded in writing) failing which the process of eviction will be initiated against them under the Public Premises (eviction of unauthorized occupants) Act 1971.

This order is issued without prejudice to any other action that may be taken against M/s. Twinkle Diamond Jewellery India Pvt. Ltd under any other Act or Law for the time being in force.

Signed by Bridget Joe
Date: 23-01-2023 11:52:23
Reason: Approved

(Bridget Joe)

Estate Manager


SEEPZ-SEZ

To,

1. M/s. Twinkle Diamond Jewellery India Pvt Ltd., Unit No.503, Tower -I, SEEPZ++, SEEPZ-SEZ.

Copy to:

1. Specified Officer, SEEPZ-SEZ
2. DCO, SEEPZ-SEZ
3. Legal Section, SEEPZ-SEZ
4. CA Section, SEEPZ-SEZ.
5. IA Section, SEEPZ-SEZ
6. Notice Board for 15 days.

	भारत सरकार / GOVERNMENT OF INDIA सीपज़-सेज़ प्राधिकरण / SEEPZ SEZ AUTHORITY, वणिज्य और उद्योग मंत्रालय, MINISTRY OF COMMERCE & INDUSTRY, अंधेरी (पूर्व) - 400 096 ANDHERI (EAST), MUMBAI - 400096 Tel: 022-28294719/28294701, Fax: 022-28291754 E-mail: dcseepz-mah@nic.in, Website: www.seepz.gov.in	
	File No. ER/24/2022-EO 08674 08675 08676 08677 BY REGISTERED A.D. 08678 08679 08680	
ORDER	Date Of Order : 20/06/2023 Date Of Issue : 21/06/2023	
Passed by:	Estate Manager	
In the matter of	M/s. Euroshine Jewellery Works Pvt. Ltd. Recovery Notice No. SEEPZ-SEZ/LEGAL/TEN/AGR/HJ/15/2016-17/32990 Dated - 01.11.2016	

ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri S. B. Agrawal in the aforesaid Misc Appeal.

i. M/s. Euroshine Jewellery Works Pvt. Ltd. (formerly known as M/s. Hiraco Jewellery India Pvt. Ltd.) (Hereinafter referred to as "the unit" for the brevity sake) was allotted Gala No. 501 & 502 admeasuring 12890.48 sq.ft. in Building No. I at SEEPZ++, by MIDC vide Order No. MIDC/SEEPZ++/682 dated 07.08.2003 in an additional area of 11 acres known as SEEPZ++ leased out by MIDC vide Lease Deed dated 28.06.2005 together with all rights of, easements and appurtenances for 95 years from 1st January, 2002 for setting up the said SEEPZ++ for encouraging export of gems and jewellery and for earning foreign exchange on export of various kinds of hardware/software and gems and jewellery units. The said areas was subsequently notified and merged with the SEEPZ SEZ vide Notification dated 7.1.2002. Therefore, the allotment of space granted by MIDC to the unit on long term lease on outright basis vide allotment Order dated 07.08.2003 was subject to inter alia conditions as under.

27. "you have to obtain the LOP from the SEEPZ Authority and produce the same to this office along with balance payment".

"MIDC reserve the right to cancel this allotment and take over the possession of the unit in the event of any breach of terms and conditions as stipulated"

The final allotment of space to the unit was dependent on the compliance of the terms and conditions stipulated in the allotment Order and as per the aforesaid condition, LOP is required to be obtained by the unit from SEEPZ Authority after the approval of project proposals in the Approval Committee meeting under SEZ Act and SEZ Rules. A Possession receipt was also issued on 25.09.2003.

ii. Accordingly, a Letter of Approval No. IA (I)/NUS/APL/GJ/311/03-04/529 dated 24.09.2003 was issued to the unit with validity up to 2019-20 in respect of the said premises for manufacture and export of Plain Gold/ Platinum/Silver Jewellery and studded Gold/Silver/platinum Jewellery.

iii. The unit commenced their production on 15.04.2005.

iv. The unit further executed and registered the sub lease agreement on 22.10.2010 for the period of 95 years from 25.09.2003 subject to the inter alia condition that:-

2(a) During the said term hereby created to pay unto the Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Chairperson, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof, clear of all deductions.

v. For non payment of outstanding govt. dues; recovery proceedings under Section 7 of Public Premises (Eviction of unauthorized occupants) Act, 1971 was initiated against the unit by issuing the Recovery Notice No. SEEPZ-SEZ/LEGAL/TEN/AGR/HJ/15/2016-17/32990 dated 01.11.2016 demanding an amount of Rs.24,04,421.55/- (Rupees Twenty Four Lakh Four Thousand Four Hundred Twenty One and Fifty Five Paise Only) being the arrears of rent/Govt. dues as on 06.10.2016.

vi. The unit vide its letter dated 19.04.2017 requested to drop the SCN on the ground that the demand to pay maintenance/service charges/interest/penal interest are not on legal terra-firma.

vii. The unit thereafter, was granted an opportunity of personal hearing on 25.11.2016 and 22.05.2017. As per request of the unit vide letter date 19.05.2017, the unit was granted PH on 16.06.2017 vide this office letter dated 19.05.2017 and subsequently on 19.07.2017, 11.10.2017, 02.11.2017, 07.03.2018. The Appellant neither replied to the SCN nor appeared on the aforesaid dates.

viii. The Estate Manager adjudicated the Recovery Notice by issuing recovery order No. SEEPZ-SEZ/LEGAL/EJW/96/2017-18/06481, dated 14.03.2018 thereby called upon the unit to make the payment of Rs. 31,99,185.20/- (Rupees Thirty One Lakh Ninety Nine Thousand One Hundred Eighty Five and Twenty Paise Only) as on 16.02.2018, within 15 days.

ix. Subsequently, the unit was further issued Corrigendum dated 20.04.2018 in respect of the amount of outstanding dues to be read as Rs.32,00,735.20 as on 13.04.2018.

x. Since the unit further failed to make the payment, a Revenue Recovery Certificate was issued to the Collector vide letter dated 23.07.2018, in terms of Rule 17 (2) of the Maharashtra Realization of Land Revenue Rules, 1967.

xi. The Recovery Order, Corrigendum and the RRC were thereafter challenged before the Hon'ble City Civil Court Mumbai by the unit vide Misc Appeal NO. 139 of 2018 under Section 9 of the Public Premises (eviction of unauthorized occupants) Act, 1971.

xii. The aforesaid appeal preferred by the unit was subsequently disposed off as partly allowed by the Hon'ble City Civil Court vide Judgment dated 22.12.2020 with directions to the Estate Manager to consider the material before him and pass a reasoned order.

RECORDING OF PERSONAL HEARING

In pursuance of the order dated 22.12.2020 passed by the Hon'ble City Civil Court in the aforesaid Misc Appeal challenging the Recovery Order issued under Public Premises (Eviction of Unauthorized Occupants) Act, 1971, an opportunity of personal hearing was granted to the unit on 30.05.2022. Ms. Meghana Semlani (CFO) and Shri. Vaibhav Shah (HR-Legal) of the unit appeared for the hearing and stated that the outstanding rental dues of Rs. 50-55 lakhs will be cleared in installments over a period of six months. They were asked to submit the schedule of payment.

xiii. Thereafter, vide letter dated 13.06.2022, the unit further requested to pass a reasoned order and thereafter ensured about the submission of payment schedule, if any, without prejudice to their right and contention. Accordingly, in response to their request for passing a reasoned order, the unit was again requested to make their submissions in their defense vide letter dated 01.07.2022. The unit vide its letter dated 06.07.2022 informed that they have also raised their contentions vide letter dated 19.04.2017 received by their office on 20.04.2017.

FINDINGS & DISCUSSION

I have carefully gone through the material available on record and the submissions made by the unit during the course of personal hearings granted and written submission, before passing this order.

It is noted that since inception of the zone in 1973-74 and upto 1997-98, buildings

(i.e. Standard Design Factory I to VI and Gems and Jewellery Complex Building I to III) were constructed by Govt. of India's fund in an area known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G&J Units) Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self financing basis without any funding from Government of India in the open area located between existing SDF I & II in area known as Plot F-1. Thereafter the buildings in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002 .Plot F-1 approx. 92 acres and an additional areas known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.

2. The Unit and many other units are located in SEEPZ ++, SDF-VII and Multistoried building which are constructed by MIDC on self financing basis.

3. It is noted that building known as SDF VII in plot F -1 was constructed by MIDC on self financing scheme as approved in Inter Ministerial Committee in its 1st meeting held on 02.09.1994 and also subject to submission of sub-lease agreement to be approved by MOC. As communicated by Ministry vide Communication dated 29.06.1998, the allotments in SDF VII are to be made by MIDC, only to the units approved by the Development Commissioner. Accordingly, DC SEEPZ will be included in the decision making body of MIDC constituted for the purpose. Further, it was decided in the Inter-Ministerial Committee meeting held on 07.04.2000 under the chairmanship of Shri D.K. Mittal, Joint Secretary, MoC & I, in the presence of MIDC and DC SEEPZ that the status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. There are total number of 40 working units in SDF VII, out of which 35 units have registered the sub lease agreement with SEEPZ, 3 units are in process of registering the agreement and not challenged and paying the rent regularly. Even the Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots.

4. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted.

5. In the present case, admittedly, the unit has executed the sub lease agreement subject to inter alia condition that
- 2(a) During the said term hereby created to pay unto the Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof clear of all deductions.
6. On the issue of Revision of Rent, it is noted that earlier the rent for the plot holders in Zone was @ Rs.10/- per sq mtrs per annum.
7. Further vide circular dated 01.08.2003, Rs.10/- per sq mtrs p a was fixed on account of lease rent /FSI charges for the ready built unit purchased on outright basis. Further as per the Minutes of the meeting dated 09.10.2003 with MIDC, it was inter alia decided that No additional lease rent to be paid to MIDC for SEEPZ++ area as covered under Plot F-1 and existing rate of Rs.10/- per sq. mtr. p.a. would be made applicable to plot holders of SEEPZ++. The same was revised from Rs.10/- per sq mtrs p. a. to Rs.50/- per sq mtrs pa in 2005 and subsequently revised upto Rs.70/- and Rs. 100/-per sq mtrs p. a. in 2008 and 2011 respectively. The lease rent for plot holders, Tower I and II in SEEPZ++ and multistoried building was fixed at the rate of Rs 70/- per sq mtr p a till 01.01.2011 from the date of possession and subsequently the same was revised @Rs. 100 per sq.mtr p.a. w.e.f. 01.01.2011 vide circular dated 30.06.2011 and Rs.110/- per sq mtr per annum vide circular dated 06.10.2022.
8. SEEPZ Authority is charging lease Rent @ Rs.100/- per Sq mt p.a. w.e.f 01.01.2011 from all the unit /plot holders located at SEEPZ++, Multistoried building and SDF VII. In addition to that the SEEPZ authority is collecting the service charges for common area @ Rs 250/- per sq.mt. p.a. The said charges are being collected on account of maintaining the area and providing common services to entire area like cleaning services, biogas plant, road lights etc. Hence SEEPZ SEZ Authority is entitled to charge for the services provided to common areas and utilities on actual basis. It is further noted that in case of SDF VII, it was communicated by Ministry that the MIDC shall be responsible for maintenance work in Building. Standard of maintenance should be laid down by the DC SEEPZ. The responsibility of security arrangements will be made by the SEEPZ Admn and the cost should be recovered from allottee. The said fact has also been communicated to MIDC vide letter dated 06.05.2016 responding to letter dated 28.01.2016 issued by MIDC stating that MIDC is recovering the ground rent of Rs.100/- per annum in respect of space /Gala allotted for Hardware Software, Gems and Jewellery Units/ Gala Holders. It is noted that SEEPZ Authority is recovering from Units/ Galas by virtue of the lease agreements dated 20.01.1975 and 20.06.2005 executed by and between MIDC and SEEPZ where the entire land covered in lease is given under the control of SEEPZ Authority as a lessee.
9. Keeping in view of various communications of Ministry i.e. 31.10.1995,

20.05.1999, 24.08.1999 and in view of the Minutes of Inter-Ministerial Committee meeting held in the presence of MIDC and SEEPZ clearly speaks that a Unit will enter into agreement with Zone Administration. Further, the entrepreneurs to whom the built up space in the SDF would be sold by MIDC, shall enter into a lease agreement with the Development Commissioner, SEEPZ in respect of lease of the land covering payment of lease rent, transfer of rights and usage of space. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. The status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. Sub-lease Agreement of existing plot holders would be at par for plot holders of SEEPZ++.

10. Most of the units in SEEPZ++, Multistoried Buildings and SDF-VII are regularly paying rent to SEEPZ Authority, only 8 number of units have disputed the issuance of recovery notices/orders before the Court of law. Out of which three units have assured during the personal hearing that they won't be proceeding for any litigation/court case, with further assurance to clear the outstanding rental dues within stipulated time w.r.t. their unit. Out of the said three units, one has already cleared the dues as admitted during personal hearing.

11. It is further noted that once the lease is executed, it is governed under the Transfer of Property Act 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There is no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC, the same was the construction cost paid to the MIDC. As per the said clarification issued by the Ministry, MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and between MIDC and the SEEPZ.

12. There is no scope or legal authority given to or obtained by MIDC to collect any rent to be levied by them independently and separately i.r.o. super structure constructed under the Self financing scheme on the land leased and demised in favour of President of India (SEEPZ SEZ) by virtue of the 2 Lease Agreements executed between MIDC & SEEPZ (1st Agreement executed on 20.01.1975 and 2nd for additional area of 11 acres of land towards SEEPZ++ executed on 28.06.2005). Also SEEPZ is paying lease rent to MIDC as per the said 2 lease agreements. Therefore MIDC cannot independently or separately charge anything over and above lease rent fixed under the said 2 lease agreements between MIDC & SEEPZ. Also from the said terms and conditions of the 2 Lease Agreements between MIDC & SEEPZ SEZ, there are no rights reserved expressly or impliedly to MIDC enabling them to collect any rent/transfer charges etc. in addition to the rent reserved between SEEPZ SEZ and MIDC. Hence the request of all the unit holders regarding the waiver of the rent @ Rs.100/- per sq mt p a, on basis of the allotment of space by MIDC is not sustainable.

13. It is further noted that though, the unit is claiming that they are paying the lease rent to MIDC at the rate of Rs. 100/- p.a towards the annual lease rent till the date, however it is seen from the documents submitted by the unit that the sum of Rs.2,800/- was paid for lease rent for the years 2003 to 2013 by M/s Hiraco Jewellery vide receipt dated 04.03.2014 whereas M/s Hiraco Jewellery India Pvt. Ltd ceased to be in existence in 2012 itself by new certificate of incorporation when its name was change to M/s Euroshine Jewellery-. It is also seen from receipt dated 05.07.2018 that the payment of Rs.1,000/- was made for the years 2014 to 2018 In view of the above it is crystal clear that the unit was never making the payment to MIDC regularly.

14. It is also noted that the unit has submitted an undertaking dated 07.12.2022 on non judicial stamp paper with an undertaking to pay the balance amount of Rs. 34,13,284/- as further installments mentioned below:

2.

Date	Amount (Rs.)
31.12.2022	8,60,000/-
31.01.2023	8,60,000/-
28.02.2023	8,60,000/-
31.03.2023	8,33,284/-
Total	34,13,284/-

3. 15. As informed during the personal hearing held on 30.05.2023 and undertaken by the unit, the payment has been made in installments as mentioned below. The details are as under:-

Date	DD No.	Amount (Rs.)
14.12.2022	641930	10,00,000/-
25.01.2023	642505	5,00,000/-
07.02.2023	642548	5,00,000/-
09.02.2023	642574	5,00,000/-
08.03.2023	641937	1,44,325/-
Total		26,44,325/-

16. It is noted that the unit has made the aforesaid payment under protest, as confirmed vide various correspondences made for payment and also to avoid the interest which could be leviable in future on the outstanding dues. The unit neither given an assurance for future payment of rental dues on regular basis nor given undertaking w.r.t not initiating the court proceedings in future on the issue of payment of dues to SEEPZ Authority.

17. Having regard to foregoing discussions and findings, I pass the following order:

2.
ORDER

3.

Keeping in view of all the above facts and circumstances and the material available on record and the submissions made by the unit's representative during the personal hearing on 30.05.2022, I am satisfied that the Recovery Order issued earlier for non payment of govt. dues towards the arrears of lease rent was rightly passed under Public Premises (Eviction of unauthorized Occupants) Act, 1971, considering all the aspects and also upon granting the opportunity of personal hearing to follow the principle of natural justice. Since the outstanding dues towards the arrears of rent have been cleared/paid by the unit under protest, the unit is hereby directed to pay the rent at the prevailing rate w.r.t. unit No.501 & 502 at Building No. I, SEEPZ++ on regular basis failing which the process of eviction will be initiated against the unit under the Public Premises (eviction of unauthorized occupants) Act 1971 and the "protest" in making past payment to be lifted by the unit.

This order is without prejudice to any other action that may be taken against the unit under any other Act or Laws for the time being in force.

Signed by Bridget Joe
Date: 20-06-2023 17:27:32
Reason: Approved Estate

Manager

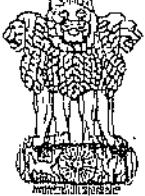

SEEPZ-SEZ

To

- 1. M/s. Euroshine Jewellery Works Pvt. Ltd, Unit No.501 & 502, Tower - I, SEEPZ++, SEEPZ-SEZ.

Copy to:

- 1. Custom Section, SEEPZ-SEZ - 08675 → *20/06/2023 17:27:32*
- 2. DCO, SEEPZ-SEZ - 08676 → *20/06/2023*
- 3. Legal Section, SEEPZ-SEZ 08677 → *20/06/2023*
- 4. Estate Section, SEEPZ-SEZ 08678 → *20/06/2023*
- 5. CA Section, SEEPZ-SEZ 08679 → *20/06/2023*
- 6. IA Section, SEEPZ-SEZ 08680 → *20/06/2023*

 सत्यमेव जयते	भारत सरकार / GOVERNMENT OF INDIA सीपज़- सेज़ प्राधिकरण / SEEPZ SEZ AUTHORITY, वणिज्य और उद्योग मंत्रालय, MINISTRY OF COMMERCE & INDUSTRY, अंधेरी (पूर्व) मुंबई - 400 096. ANDHERI (EAST), MUMBAI - 400096 Tel: 022-28294719/28294701, Fax: 022-28291754 E-mail: dcseepz-mah@nic.in, Website: www.seepz.gov.in	 आसिदी सीपज़ प्राधिकरण
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20647, 20648, 20649, 20650, 20651

File No. ER	25	2022 - EO	BY REGISTERED A.D.
ORDER	Date Of Order :	07/12/2022	
	Date Of Issue :	08/12/2022	
Passed by:	Estate Manager		
In the matter of	M/s. Patdiam Jewellery Pvt Ltd.		
	Recovery Notice No. SEEPZ-SEZ/E&R/PJPL/63/2018-19/14987 DATED 01.06.2018		

SPEAKING ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri S. B. Agrawal in the Misc Appeal No.105 of 2019.

FACTS OF THE CASE

- M/s. Patdiam Jewellery Private limited was allotted Gala No. 102 at Building No.I, SEEPZ ++ (herein referred to as the "said premises" for brevity sake), admeasuring 6079.40 sq.ft in SEEPZ ++, by MIDC vide an Order No. MIDC/ 825 dated 27.06.2002
- Accordingly, Letter of Approval No. IA (I)/NUS/APL/GJ/284/02-03/2166. dated 13.03.2003 was issued to M/s. Patdiam Jewellery Private limited as amended in respect of the said premises for manufacture and export of studded Gold Jewellery.
- M/s. Patdiam Jewellery Pvt. Ltd. commenced their production on 12.04.2004.
- Upon acceptance of the terms and conditions of the LOA, M/s. Patdiam Jewellery Pvt. Ltd further executed the Bond Cum Legal Understanding dated 28.02.2007.
- M/s. Patdiam Jewellery Pvt. Ltd. further executed the sub lease agreement with SEEPZ on 29.07.2008 for the period of 95 years from 02.05.2003 subject to the inter alia condition that:

2(a) During the said term hereby created to pay unto the

Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof clear of all deductions.

- vi In 2018, a recovery proceeding under Section 7 of Public Premises (Eviction of unauthorized occupants) Act, 1971 was initiated against M/s. Patdiam Jewellery Pvt. Ltd by issuing the Recovery Notice No. SEEPZ-SEZ/ E& R/PJPL/63/2018-19/14987 DATED 01.06.2018 demanding an amount of Rs. 15,09,282.96/- (Fifteen Lakhs Nine Thousand two Hundred Eighty Two and Ninety Six Paise Only) being the arrears of rent/Govt. dues as on 31.03.2018.
- vii M/s. Patdiam Jewellery Pvt. Ltd vide its letter dated 05.07.2018 replied to the recovery notice stating that "Since the agreement was forced on us, we signed it under duress. We humbly submit that any amount deposited with your office consequent upon signing of the sub-lease agreement has been illegally recovered by your office and we claim refund of the same with due Interest."
- viii.M/s. Patdiam Jewellery Pvt. Ltd was, thereafter, granted an opportunity of personal hearing on 20.06.2018 and 09.07.2018.
- ix. After hearing, the Estate Manager was pleased to adjudicate the Recovery Notice by issuing recovery order No. SEEPZ-SEZ/ E& R/PJPL/63/2018-19/27756 DATED 27.11.2018 thereby called upon the appellant to make the payment of Rs. 16,73,932.98/- (Sixteen Lakhs Seventy Three Thousand Nine Hundred Thirty Two and Ninety Eight Paise Only) as on 16.02.2018, within 15 days.
- x. Subsequently, M/s. Patdiam Jewellery Pvt. Ltd was further issued the Corrigendum dated 05.02.2019 in respect of the amount of an outstanding dues amounting to Rs.18,80,991.89/- as on 24.01.2019.
- xi. Since M/s. Patdiam Jewellery Pvt. Ltd failed to make the payment, a Revenue Recovery Certificate was issued to the Collector vide letter dated 05.02.2019, in terms of Rule 17 (2) of the Maharashtra Realization of Land Revenue Rules, 1967.
- xii. The said Recovery Order, corrigendum and the RRC were challenged before the Hon'ble City Civil Court Mumbai by M/s. Patdiam Jewellery Pvt. Ltd vide Misc Appeal NO. 105 of 2019 under section 9 of the Public Premises (eviction of unauthorized occupants) Act,1971
- xiii. The Hon'ble City Civil Court vide Judgment dated 22.12.2020 in the Misc. appeal No. 105 of 2019 set aside the impugned Order and remanded the matter to the Estate Manager for passing a speaking Order after considering the contention raised by the appellant and giving appropriate reason.

RECORDING OF PERSONAL HEARING

In pursuance of the order dated 22.12.2020 passed by the Hon'ble City Civil Court in the aforesaid Misc Appeal challenging the Eviction and Recovery Orders issued under Public Premises (Eviction of Unauthorized Occupants) Act, 1971, an opportunity of personal hearing was granted to M/s. Patdiam Jewellery Pvt Ltd on 24.05.2022 and 20.06.2022, Shri. Bharat Shah, CFO of M/s. Patdiam Jewellery Pvt. Ltd. appeared for the hearing on 05.07.2022 and submitted as under:

1. They have executed the sub-lease agreement for the above mentioned unit.
2. They will clear the outstanding dues within 6 months.
3. Further they will not be proceeding for any litigation/court case.

FINDINGS & DISCUSSION

1. I have carefully gone through the material available on record and the submissions made by the unit during the course of personal hearing granted and written submission, before passing an order.
2. The claim of the unit, is based only on premises that;
 - i. The unit is in authorized occupation of the premises allotted by MIDC for which amount of premium was duly paid by unit holders to MIDC. M/s. Patdiam Jewellery was put in possession to the subject property and has been occupying the same prior to SEEPZ entering into the Final Lease Agreement with MIDC. The unit therefore does not fall within the purview of the said Act.
 - ii As per the allotment order issued by MIDC, the annual ground rent of Rs.100/- per annum is payable in respect of the space and gala allotted
 - iii M/s. Patdiam Jewellery has executed sub-lease agreement with the SEEPZ authority on 29.07.2008.
 - 2(a) During the said term hereby created to pay unto the Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof clear of all deductions.
 - iv MIDC, vide its letter dated 28.01.2016 to Development Commissioner inter alia stated that in the allotment order issued by MIDC to the units in SEEPZ, the annual ground rent of Rs. 100/- per annum in respect of the gala allotted has been clearly mentioned and accordingly MIDC is recovering the said rent from the unit/gala holders. SEEPZ Authority has levied a ground rent separately in contravention of the terms and condition mentioned in the Allotment Order/Letter & also issued a notice for the

recovery of the same to the Unit/Gala holders.

v Unit is ready and willing to perform its part of performance under the Allotment Letter issued by MIDC on the terms and conditions stipulated therein, i.e. by paying lease rent @ Rs. 100 p.a. The office of the SEEPZ Authority cannot ask for a higher rent from the unit.

3. On the aforesaid issues, it is noted that since inception of the Zone in 1973-74 and up to 1997-98, buildings (i.e. standard Design Factory I to VI and Gems and Jewellery complex building I to III) were constructed by Govt of India's fund in an area known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G & J Units) Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self-financing basis without any funding from Government of India in the open area located between existing SDF I & II in area F-1. Thereafter, the building in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002. Plot F-1 approx. 92 acres and an additional area known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.

4. The premises of M/s. Patdiam Jewels located in the SEEPZ ++ which is constructed by MIDC on self financing basis.

5. On the issue of the execution of sub lease agreement and the payment of lease rent, it is noted that building known as SDF VII in plot F -1 was constructed by MIDC on self financing scheme as approved in Inter Ministerial Committee in its 1st meeting held on 02.09.1994 and also subject to submission of sub-lease agreement to be approved by MOC. As communicated by Ministry vide letter dated 29.06.1998, the allotments in SDF VII were to be made by MIDC, only to the units approved by the Development Commissioner. Accordingly, DC SEEPZ was included in the decision making body of MIDC constituted for the purpose. Further, it was decided in the Inter-Ministerial Committee meeting held on 07.04.2000 under the chairmanship of Shri D.K. Mittal, Joint Secretary, MoC & I, in the presence of MIDC and DC SEEPZ that the status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. There are total number of 40 working units in SDF VII, out of which 35 units have

registered the sub lease agreement with SEEPZ, 3 units are in process of registering the agreement and not challenged and paying the rent regularly. Even the Minutes of the meeting with Sh. D.K. Mittal, JS, DoC dt. 02.12.1999 categorically mentioned that after sale and allotment of built up space by MIDC of the IT Towers, Units shall enter into an agreement with DC SEEPZ for payment of lease rent as in the case of allotment of plots.

6. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted.

7. On the issue of Revision of Rent, it is noted that as approved by Government, initially Rs.10/- per sq mtr p.a. was fixed as compensation on account of lease rent for the plots holders in zone.

8. Further, vide circular dated 01.08.2003, Rs.10/- per sq mtrs/p.a. was fixed on account of lease rent /FSI charges for the ready built unit purchased on outright basis. Further as per the Minutes of the meeting dated 09.10.2003 with MIDC, it was inter alia decided that No additional lease rent to be paid to MIDC for SEEPZ++ area as covered under Plot F-1 and existing rate of R. 10/- per sq. mtr. p.a. would be made applicable to plot holders of SEEPZ++. The same was revised from Rs.10/- per sq mtrs p. a. to Rs.50/- per sq mtr pa in 2005 and subsequently revised upto Rs.70/- and Rs. 100/-per sq mtr p. a. in 2008 and 2011 respectively. The lease rent for plot holders, Tower I and II in SEEPZ ++ and multistoried building was fixed at the rate of Rs 70/- per sq mtr pa till 31.12.2010 and w.e.f. 01.01.2011, the lease rent was revised @ Rs.100 pa.

9. SEEPZ authority is charging lease Rent @ Rs.100/- per Sq mt/p.a. w.e.f 01.01.2011 from all the unit /plot holders located at SEEPZ++, Multistoried building and SDF VII. In addition to that the SEEPZ authority is collecting the service charges for common area @ Rs 250/- per sq.mt. p.a. The said charges are being collected on account of maintaining the area and providing common services to entire area like cleaning services, biogas plant, roads light etc. Hence SEEPZ SEZ Authority is entitled to charge for the services provided to common areas and utilities on actual basis. It is further noted that in case of SDF VII, it was communicated by Ministry that the MIDC shall be responsible for maintenance work in Building. Standard of maintenance should be laid down by the DC SEEPZ. The responsibility of security arrangements will be made by the SEEPZ Admin and the cost should be recovered from allottee. The said fact has also been communicated to MIDC vide letter dated 06.05.2016 responding to letter dated 28.01.2016 issued by MIDC stating that MIDC is recovering the ground rent of Rs.100/- per annum in respect of space /Gala allotted for Hardware Software, Gems and Jewellery Units/

Gala Holders. It is noted that SEEPZ Authority is recovering from Units/ Galas by virtue of the lease agreements dated 20.01.1975 and 20.06.2005 executed by and between MIDC and SEEPZ where the entire land covered in lease is given under the control of SEEPZ Authority as a lessee.

10. Keeping in view, the various communications of Ministry i.e. 31.10.1995, 20.05.1999, 24.08.1999 and in view of the minutes of Inter-Ministerial Committee meeting held in the presence of MIDC and SEEPZ it is clear that a Unit will enter into agreement with Zone Administration. Further, the entrepreneurs to whom the built up space in the SDF would be sold by MIDC, shall enter into a lease agreement with the Development Commissioner, SEEPZ in respect of lease of the land covering payment of lease rent, transfer of rights and usage of space. The allottee of SDF VII shall execute an agreement with DC, SEEPZ SEZ, Govt of India for payment of annual lease rent for the land. The status of allottee in SDF VII is at par with plot holders in the zone and they will be covered by the lease agreement applicable for plot holders. Sub-lease Agreement of existing plot holders would be at par for plot holders of SEEPZ++ Further it is seen from MIDC's communication dated 22.11.2004 and 1.06.2005 that after the execution of lease agreement with SEEPZ Authority, the SEEPZ authority will execute the sub lease with the allottees of built up units and open plots in the format already provided to the unit. And accordingly revised format of the sub-lease agreement duly vetted by their Legal Dept. for unit holders and plot holders in SEEPZ ++ for execution by SEEPZ Authority with the allottees, were forwarded by MIDC vide various communication dated 09.02.2005, 01.06.2005 & 07.07.2005 and the same was again circulated to all unit holders vide communication dated 17.11.2005 & 28.12.2005 informing that the draft agreement was conveyed to all the Unit holders that on receipt of the No Dues certificate from MIDC, copy of the sub-lease agreement to be executed between SEEPZ & Unit holders would be given. It shows that the unit was aware about the execution of sub lease agreement with SEEPZ. Since SEEPZ++ is to be treated as an extension of SEEPZ, it has been decided to execute the lease of the area with SEEPZ and SEEPZ Authority will execute the sub-lease with Unit and plot holders to whom the allotment is made. Hence there was no need of making MIDC a party in the proceedings before Estate Manager.

11. Once the lease is executed, it is governed under the Transfer Of Property Act 1882 and the rights and the liabilities of the lease is governed under section 108 (b) of the Transfer of Property Act and as interpreted by Courts of law. There is no terms and conditions in the lease deed permitting the MIDC to interfere with the SEEPZ right during the demised period. Therefore though it is undisputed fact that the allotment of space was given by the MIDC and the premium was paid to MIDC, the same was the construction cost paid to the MIDC. As per the said clarification issued by the Ministry, MIDC's role was limited to the Construction agent and is purely carrying out construction on "Deposit Work Basis" and similar to only a

construction agency as the land was already leased and demised to the President of India under the lease agreement executed by and between MIDC and the SEEPZ.

12. There is no scope or legal authority given to or obtained by MIDC to collect any rent to be levied by them independently and separately i.r.o. super structure constructed under the Self financing scheme on the land leased and demised in favour of President of India (SEEPZ SEZ) by virtue of the 2 Lease Agreements executed between MIDC & SEEPZ (1st Agreement executed on 20.01.1975 and 2nd extended 11 acres of land towards SEEPZ++ executed on 28.06.2005). Also SEEPZ is paying lease rents to MIDC as per the said 2 lease agreements. Therefore MIDC cannot independently or separately charge anything over and above lease rent fixed under the said 2 lease agreement between MIDC & SEEPZ. Also from the said terms and conditions of the 2 Lease Agreements between MIDC & SEEPZ SEZ, there are no rights reserved expressly or impliedly to MIDC enabling them to collect any rent/transfer charges etc. in addition to the rent reserved between SEEPZ SEZ and MIDC. Hence the request of M/s. Patdiam Jewellery is the unit holders regarding the waiver of the rent @ Rs.100/- per sq mt p a, on basis of the allotment of space by MIDC, is not sustainable.

13. It also noted from the court proceeds that the unit holders are claiming that they are paying the lease rent to MIDC at the rate of Rs. 100/- p.a towards the annual lease rent till 2018. On the contrary from the document listed in their compilation, it is seen that immediately after issuing the Recovery Notice, the unit has paid the said amount from the date of possession. Thereafter no further payment has been made to MIDC. In view of the above it is crystal clear that appellants were never making the payment to MIDC before from the date of possession.

14. However, during the personal hearing the authorized representative of the unit stated that they will be paying the rental dues and will not litigate the matter further.

15. Having regard to foregoing discussions and findings, I pass the following order:

Order

Keeping in view of all the above facts and circumstances and the material available on record and the submissions made by the unit representative during the personal hearing on 5.07.2022, I am satisfied that M/s. Patdiam Jewellery Pvt. Ltd. are paying lease rent. Being the unit situated in Special Economic Zone, it is abiding by all the provisions of the Special Economic Zone Act and the rules and orders made there under and the LOA. I am also satisfied that the recovery order issued to M/s. Patdiam Jewellery Pvt. Ltd. for nonpayment of govt dues towards the arrears of lease rent, are

rightly issued under PP Act considering all the aspects and also upon granting the opportunity of personal hearing to follow the principle of natural justice. I do not find any cogent supporting material to the contentions of the units hence, I come to the conclusion that M/s. Patdiam Jewellery Pvt Ltd. is liable to pay the outstanding govt dues w.r.t. the said premise amounting to Rs. 14,95,389.38 /- as on 20.10.2022.

This order is without prejudice to any other action that may be taken against the notice under any other Acts or Laws for the time being in force in the Republic of India and any other actions proposed under any other Act or law, for the time being in force.

Signed by Bridget Joe

Date: 07-12-2022 16:22:38

Reason: Approved

(Bridget Joe)

Estate Manager
SEEPZ-SEZ

To,


1. M/s. Patdiam Jewellery Pvt Ltd., Unit No.102, SEEPZ++, SEEPZ-SEZ.

Copy to:

1. Custom Section, SEEPZ-SEZ
2. Estate Section, SEEPZ-SEZ
3. Legal Section, SEEPZ-SEZ
4. IA Section, SEEPZ-SEZ

o/c
8/12/22

RJ
8/12/22

 <p>GOVT. OF INDIA, MINISTRY OF COMMERCE & INDUSTRY, OFFICE OF DEVELOPMENT COMMISSIONER, SEEPZ SPECIAL ECONOMIC ZONE, ANDHERI (E), MUMBAI-400 096. Tel. No.28294772 Fax No. 28291754/1385, E-mail: dcseepz_mah@nic.in</p> <p>सत्यमेव जयते</p>	
File No. ER 26 2022-EO 01856 01857 01858 01859 01861 BY REGISTERED A.D.	
ORDER	Date Of Order : 31/01/2023
	Date Of Issue : 06/02/2023
Passed by:	Estate Manager
In the matter of	M/s. Patdiam Jewels Recovery Notice No. SEEPZ-SEZ/E&R/PJ/110/2018-19/25981 DATED 29.10.2018

SPEAKING ORDER

This order is being passed in pursuance of Hon'ble City Civil Court's Order dated 22.12.2020 passed by the Principal Judge Shri S. B. Agrawal in the Misc Appeal No.97 of 2019.

FACTS OF THE CASE

- i. In 2004, M/s. Starlite Jewels Pvt. Ltd. was put in possession of Gala NO.702 at Building No.I, SEEPZ ++ admeasuring 6251.56 sq.ft in SEEPZ ++, by MIDC vide an Order No. MIDC/SEEPZ++/241 Dated 25.02.2004 and in 2008 the said premises was transferred in the name of M/s. Patdiam jewels.
- ii. Accordingly, a Letter of Approval No. SEEPZ-SEZ/IA(I)/ APL/GJ/-08/2008-09/5777 dated 07.08.2008 was issued to the appellant M/s. Patdiam Jewels as amended in respect of the said premises for manufacture and export of studded Gold Jewellery.
- iii. M/s. Patdiam Jewels was further issued an allotment letter dated 26.09.2008 and possession receipt dated 30.09.2008.

iv. Upon acceptance of the terms and conditions of the LOA, M/s. Patdiam Jewels further executed the Bond Cum Legal Undertaking dated 12.03.2010.

v. M/s. Patdiam Jewels commenced their production on 15.06.2010.

vi. M/s. Patdiam Jewels further executed the sub lease agreement with SEEPZ on 04.08.2010 for a period of 92 years from 30.09.2008 subject to the inter alia condition that:

(a) During the said term hereby created to pay unto the Lessee/Lessor the said rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the days and in manner hereinafter appointed for payment thereof clear of all deductions.

vii Since there was an outstanding govt dues, a recovery proceeding under Section 7 of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 vide letter No. SEEPZ-SEZ/E&R/PJ/110/2018-19/25981 dated 29.10.2018 was initiated against M/s. Patdiam Jewels for an amount of Rs. 10,66,990.66/- (Ten Lacs Sixty Six Thousand Nine Hundred Ninety and sixty six Paise Only) being the arrears of rent/Govt. dues as on 22.10.2018.

viii During the course of personal hearing on 17.12.2018 before the Estate Manager, SEEPZ-SEZ, Shri. Samir Kakadia Partner of M/s. Patdiam Jewels submitted and reiterated the submission made by him vide his letter submitted on 17.12.2018 replied to the recovery notice stating that:

"Since the agreement was forced on us, we signed it under duress. We humbly submit that any amount deposited with your office consequent upon signing of the sub-lease agreement has been illegally recovered by your office and we claim refund of the same with due Interest".

ix M/s. Patdiam Jewels vide letter no. SEEPZ-SEZ/E&R/PJ/2018-19/02573 dated 01.02.2019 was informed that the written submissions dated 17.12.2018 was examined in detail, but the same is not acceptable to this office, since the Unit in SEEPZ++ Tower I & II, Multistoried and SDF VII buildings are constructed by MIDC and was allotted by MIDC with the consent of the SEEPZ and the buildings stand on the land leased by MIDC by two lease agreements dated 20.01.1975 and 28.06.2005 and accordingly SEEPZ is paying rent to MIDC under both the agreements. The MIDC do not confer any right to recover lease rent and transfer charges from unit holders, since the units are in the area of SEEPZ and the SEEPZ is maintaining the said area. A circular dated 14.06.2016 was issued

by SEEPZ Authority clarifying that no payment shall be made to MIDC by all units situated in SEEPZ-SEZ except scrutiny and technical matters pertaining to the property under SEEPZ-SEZ Authority.

x. In view of the above M/s. Patdiam Jewels was directed to make the Government dues of Rs. 10,66,990.66 as on 18.12.2018 to SEEPZ Authority at the earliest, failing which the case will be decided on the basis of facts and material available on record without making further reference and further action under Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall be initiated against you.

xi The said Recovery notice was challenged before the Hon'ble City Civil Court Mumbai by M/s. Patdiam Jewels vide Misc Appeal No. 97 of 2019 under section 9 of the Public Premises (eviction of unauthorized occupants) Act,1971.

xii M/s. Patdiam Jewels was further issued the consolidated Show Cause Notice dated 09.01.2019 under FT (D & R) Act, 1992 on the ground of non execution of bond cum Legal Undertaking for the renewed period i.e. 2015-16 to 2019-20 and also on the ground of nonpayment of outstanding dues.

xiii.The Hon'ble City Civil Court vide Judgement dated 22.12.2020 in the Misc. appeal No. 97 of 2019 set aside the impugned Order and remanded the matter to the Estate Manager for passing a speaking Order after considering he contention raised by the appellant and giving appropriate reason.

RECORDING OF PERSONAL HEARING

In pursuance of the order dated 22.12.2020 passed by the Hon'ble City Civil Court in the aforesaid Misc Appeals challenging the Eviction and Recovery Orders issued under Public Premises (Eviction of Unauthorized Occupants) Act, 1971,, an opportunity of personal hearing was granted to M/s. Patdiam Jewels Pvt Ltd on 17.12.2018, 24.05.2022 and 20.06.2022, Shri. Bharat Shah, CFO of M/s. Patdiam Jewels appeared for the hearing on 05.07.2022 and submitted as under:

1. They have executed the sub-lease agreement for the above mentioned unit.

2. They will clear the outstanding dues within 6 months.
3. Further they will not be proceeding for any litigation/court case.

The unit vide letter dated 08.12.2022 has paid the outstanding dues of Rs.10,53,220.57, vide DD No. 462989, dated 08.12.2022.

FINDINGS & DISCUSSION

1. I have carefully gone through the material available on record and the submissions made by the unit during the course of personal hearing granted and written submission, before passing an order.

2. The claim of the unit, is based only on premises that;

i. The unit is in authorized occupation of the premises allotted by MIDC for which amount of premium was duly paid by unit holders to MIDC. The premises belonged to MIDC do not fall within the purview of the Act as at the time that unit came into occupancy, the unit was outside the preview of the Act and the same is covered by the Act only on 28.06.2005 i.e. the date on which MIDC and SEEPZ entered into the lease agreement .

ii As per the allotment order issued by MIDC , the annual ground rent of Rs.100/- per annum is payable in respect of the space and gala allotted

iii M/s. Patdiam Jewels has executed sub-lease agreement with the SEEPZ authority on 29.07.2008.

2(a) During the said term hereby created to pay unto the Lessee/Lessor the said ground rent and all other charges that may be fixed from time to time by the Development Commissioner, SEEPZ Special Economic Zone at the time and on the day and in manner hereinafter appointed for payment thereof clear of all deductions.

iv MIDC, vide its letter dated 28.01.2016 to Development Commissioner inter alia stated that in the allotment order issued by MIDC to the units in SEEPZ, the annual ground rent of Rs. 100/- per annum in respect of the gala allotted has been clearly mentioned and accordingly MIDC is recovering the said

rent from the unit/gala holders. SEEPZ Authority has levied a ground rent separately in contravention of the terms and condition mentioned in the Allotment Order/Letter & also issued a notice for the recovery of the same to the Unit/Gala holders.

v Unit is ready and willing to perform its part of performance under the Allotment Letter issued by MIDC on the terms and conditions stipulated therein. i.e. by paying lease rent @ Rs. 100 p.a. The office of the SEEPZ Authority cannot ask for a higher rent from the unit.

3. On the aforesaid issues, it is noted that since inception of the Zone in 1973-74 and up to 1997-98, buildings (i.e. standard Design Factory I to VI and Gems and Jewellery complex building I to III) were constructed by Govt of India's fund in an area known as Plot F-1. The first building with MIDC's funds was constructed in SEEPZ during 1998-99 i.e. SDF VII with 40 galas (20 galas for IT and 20 galas for G & J Units) Multistoried building (formerly known as "IT Tower 2000") admeasuring built up area of 40000 sq. mtrs (comprising 28AC and 28 Non AC galas) was constructed in 2007 on self financing basis without any funding from Government of India in the open area located between existing SDF I & II in area F-1. Thereafter the building in an additional areas known as SEEPZ ++ were constructed by MIDC in the adjoining area of SEEPZ with 72 galas, which was subsequently notified by the Government of India as a part of SEEPZ. An additional area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ SEZ vide Notification dated 7.1.2002. Plot F-1 approx. 92 acres and an additional area known as SEEPZ ++ approx. 11 acres has been leased out by MIDC to SEEPZ vide lease Agreement dated 20.01.1975 and 28.06.2005 for the term of 99 years and 95 years respectively.

4. M/s. Patdiam Jewels located in the SEEPZ ++ which is constructed by MIDC on self financing basis.

5. Thus the policy about lease rent and lease agreement in terms of self financed building, was settled at that time only. Accordingly, for all other structures constructed by MIDC on self finance scheme, the same policy was adopted.

6. On the issue of Revision of Rent, it is noted that as approved by Government, initially Rs.10/- per sq mtr p.a. was fixed as compensation on account of lease rent for the plots holders in zone.

7. Further, vide circular dated 01.08.2003, Rs.10/- per sq mtrs/p.a. was fixed on account of lease rent /FSI charges for the ready built unit purchased on outright basis. Further as per the Minutes of the meeting dated 09.10.2003 with MIDC , it was inter alia decided that No additional lease rent to be paid to MIDC for SEEPZ++ area as covered under Plot F-1 and existing rate of R. 10/- per sq. mtr. p.a. would be made applicable to plot holders of SEEPZ++ .The same was revised from Rs.10/- per sq mtrs p. a. to Rs.50/- per sq mtr pa in 2005 and subsequently revised upto Rs.70/- and Rs. 100/-per sq mtr p. a. in 2008 and 2011 respectively. The lease rent for plot holders, Tower I and II in SEEPZ ++ and multistoried building was fixed at the rate of Rs 70/- per sq mtr p a till 31.12.2010 and w.e.f. 01.01.2022, the lease rent was revised @ Rs.100 pa.

8. SEEPZ authority is charging lease Rent @ Rs.100/- per Sq mt/p.a. w.e.f 01.01.2011 from all the unit /plot holders located at SEEPZ+ +, Multistoried building and SDF VII. In addition to that the SEEPZ authority is collecting the service charges for common area @ Rs 250/- per sq.mt. p.a. The said charges are being collected on account of maintaining the area and providing common services to entire area like cleaning services, biogas plant, roads light etc. Hence SEEPZ SEZ Authority is entitled to charge for the services provided to common areas and utilities on actual basis. It is further noted that in case of SDF VII, it was communicated by Ministry that the MIDC shall be responsible for maintenance work in Building. Standard of maintenance should be laid down by the DC SEEPZ. The responsibility of security arrangements will be made by the SEEPZ Admn and the cost should be recovered by allottee. The said fact has also been communicated to MIDC vide letter dated 06.05.2016 responding to letter dated 28.01.2016 issued by MIDC stating that MIDC is recovering the ground rent of Rs.100/- per annum in respect of space /Gala allotted for Hardware Software, Gems and Jewellery Units/ Gala Holders. It is noted that SEEPZ Authority is recovering from Units/ Galas by virtue of the lease agreements dated 20.01.1975 and 20.06.2005 executed by and between MIDC and SEEPZ where the entire land covered in lease is given under the control of SEEPZ Authority as a lessee.

9. Keeping in view of various communications of Ministry i.e. 31.10.1995, 20.05.1999, 24.08.1999 and in view of the minutes of Inter-Ministerial Committee meeting held in the presence of MIDC and SEEPZ clearly speaks that a Unit will enter into agreement with Zone Administration. Further, the entrepreneurs to whom the built up space in the SDF would be sold by MIDC, shall enter into a lease agreement with the Development Commissioner, SEEPZ in respect of lease of the land covering payment of

SR.No	Unit Name	Recovery Order	payment Recived Amount	Date
1	M/s Twinkle Diamond Jewellery (India) Pvt Ltd	806063.93	806063.93	05-12-2022/30-1-2023
2	M/s Munic Jewellery Pvt Ltd	2751806.13	2075123	10-10-23
3	M/s Euroshine Jewellery Works Pvt Ltd	3413284	341284	25-1-2023/ 7-2-2023/9-2-2023/8-3-2023
4	Patdiam Jewels Pvt Ltd	1495389.38	1495389.38	05-12-22
5	Patdiam Jewels Pvt Ltd	1880991.89	1131600.17	09-12-2022/7-2-2023

2/6

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING,
SEEPZ SEZ,
ANDHERI (EAST), MUMBAI 400096.
ddoseepz-mah@nic.in

Unit Name		M/s Enayath Jewellery Works Pvt. Ltd.									
Balance as on		Outstanding Due as on 17/03/2023									
	Guja No.	Rept.	DMC	Service Charge	Interest	Pixi Cost	Pixi Cons. Interest	Total	Others	Fine & Penalty	Grand Total
1	601602	0.56						0.56			0.56
2	701	(157,421.06)		(9,839.04)	644.96	(1,270.42)	4.90	(167,855.46)			(167,855.46)
	All Units								135,004.00	1,500.00	136,504.00
	Total	(157,421.06)		(9,839.04)	644.96	(1,270.42)	4.90	(167,855.46)	135,004.00	1,500.00	(31,351.52)

NOTE: THE FOLLOWING DD WERE RECEIVED DURING THE PERIOD OF DEC 2022 TO MARCH 2023.

DATE	DD NO	AMOUNT
14/12/2022	641930	100000
25/01/2023	642505	50000
7/2/2023	642548	50000
9/2/2023	642574	50000
8/3/2023	641937	144325
TOTAL		254325

Exhibit No. 11 Call 11

For Jain V. & Co.
Chartered Accountants

(Accounts Section)
SEEPZ SEZ AUTHORITY

SEEPZ SEZ Authority 2021-22 - (From 1-Apr-2021)

Sundry Debtors
Group Summary

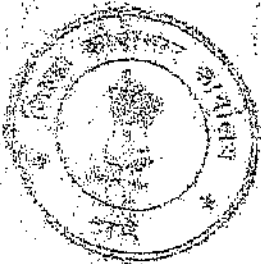
31-Dec-2022 to 15-Mar-2023

Particulars	Opening Balance	Transactions		Closing Balance
		Debit	Credit	
Creche - Euroshine Jewellery Works Pvt Ltd	5,000.00 Dr	5,000.00		
Euroshine Jewellery Work Pvt Ltd	1,35,004.00 Dr	1,000.00	1,000.00	1,35,004.00 Dr
Fc Interest Euroshine Jewellery Works Gala 501502	5,266.89 Dr	5,556.73	12,823.62	
FOINTEREST EUROSHINE JEWELLERY WORKS GALA NO 701	4.99 Dr			4.99 Dr
Fin. Chgs - Euroshine Jewellery Works Gala No- 701	3,358.82 Cr	2,098.20		1,270.42 Cr
FIRECESSEUROSHINE JEWELLERY WORKS PVT LTD 001502	2,22,360.75 Dr	9,667.85	2,32,028.64	
Fp Euroshine Jewellery (Mirco)	1,500.00 Dr			1,500.00 Dr
Interest Euroshine Jewellery Works Gala 501502	1,13,689.16 Dr	1,07,021.67	2,20,699.83	
INTEREST EUROSHINE JEWELLERY WORKS GALA NO 701	644.95 Dr			644.95 Dr
Rent Euroshine Jewellery Works Gala No 701	4,17,424.85 Cr	2,60,000.00		1,57,424.85 Cr
Rent Euroshine Jewellery Works P.Ltd Gala 501502	18,88,884.89 Dr	32,937.89	19,21,822.78	
Service Charges Euroshine Jewellery Gala 501502	1,52,192.21 Dr	74,863.02	2,58,955.23	
Service Charges Euroshine Jewellery Works Gala No 701	26,989.04 Cr	16,250.00		9,839.04 Cr
Grand Total	20,98,557.27 Dr	5,25,328.71	26,45,325.00	31,361.10 Cr

MAHARASHTRA

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BT 412323



UNDERTAKING

I, Nishith Kiranchandra Pandya, aged about 46 years, DIRECTOR of Euroshree Jewellery Works Private Limited (CIN : U36910MH2005PTC154923) having address at Unit No. 501-502, Block 1, Seepz++, SEZ, Andheri (East), Mumbai - 400 096 do hereby declare and undertake as under:-

1. That we were allotted Unit No.701, SDF-VIII in SEZ, Andheri (East), Mumbai-400096 vide approval no. SEEPZ-SEZ/EMS Unit/152/03-04/Seepz++/08160 dt. 26/05/2002.
2. That there is an outstanding lease rent payable amounting to Rs.34,13,284/- as on 31/10/2023.

For Euroshree Jewellery Works Pvt. Ltd.

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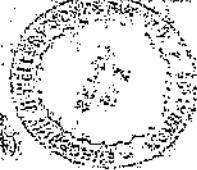
3. That vide our letter dated 9th November, 2022 we had requested for instalments to clear the dues on or before 31st March, 2023.

4. That we undertake to pay the balance amount of Rs. 34,13,284/- as under:-

Date	Amount
31-12-2022	8,60,000/-
31-01-2023	8,60,000/-
28-02-2023	8,60,000/-
31-03-2023	8,33,284/-
Total	34,13,284/-

For Euroshine Jewellery Works Private Limited:

Nishith K. Pandya
(DIN : 03225714)



Place : Mumbai

Date : 10th December, 2022

SLEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SLEPZ SERVICE COMPLEX BUILDING,
SLEPZ SEZ,
ANDHRA PRADESH, VISAKHAPATNAM-500096.
slseepz-mahantestm

Bank Name		A/c: Dhruv Lila Jewellery Works Pvt. Ltd.									
Balance on		Dated on 14/02/2023									
	Sl. No.	Rate	BKCh	Service Charges	Interest	Time Cash	Time Bank Interest	Total	Others	Due to Bank	Grand Total
1	601502	793,831.98		73,863.02	107,021.67	232,020.64	6,556.13	1,110,293.44			1,110,293.44
	All India								135,004.00		135,004.00
	Total	723,054.94		73,863.02	107,021.67	232,020.64	6,556.13	1,110,293.44	135,004.00		1,245,297.44

For Jai V. & Co.
 Chartered Accountants

(Accounts Section)
 SLEPZ SEZ AUTHORITY

EUROSHINE
JEWELLERY WORKS

Ref No. : EJWPL-0488/22-23

Date: 14-12-2022

To,
The Estate Manager
Office of the Development Commissioner,
Secpz Special Economic Zone Authority,
Anandri (E),
Mumbai - 96

Subj: Payment of Lease Rent Request

Respected Sir,

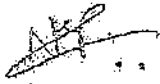
Please find attached herewith Pay Order No.641930 dt.13.12.2022 of Rs.10,00,000.00 issued from Kotak Mahindra Bank Limited, MIDC - ANANDRI (E) Branch for Lease Rent payment against Protest.

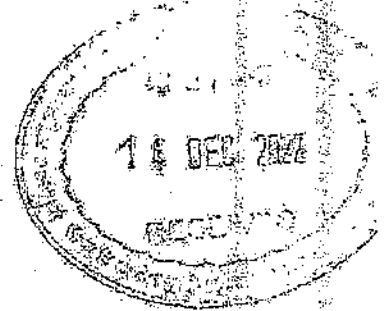
Kindly acknowledge the same.

Thanking You,

Yours Faithfully,

FOR EUROSHINE JEWELLERY WORKS PVT LTD


Mr. Nishith K Pandya
Director
DIN: 03425714



SHOFON © P.C.

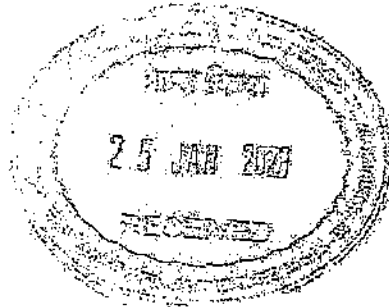
Euroshine Jewellery Works Pvt. Ltd.
Plot No. 507/502, Block - 1, Secpz, Sec-7, Sector - Anandri (East), Mumbai - 400 096, India.
Tel: +91 22 2257126 / Email: brand.m@euroshinejewellery.com

EUROSHINE
JEWELLERY WORKS

Ref No.: EWPL-6556/22-23

Date: 25-01-2023

To,
The Estate Manager
Office of the Development Commissioner,
Seepz Special Economic Zone Authority,
Andheri (E),
Mumbai - 96



Subj: Payment of Lease Rent

Respected Sir,

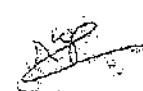
Please find attached herewith Pay Order No. 642506 dt. 25.01.2023 of Rs. 1,00,000.00 issued from Kotak Mahindra Bank Limited, MIDC - ANDHERI (E) Branch for Lease Rent payment against Protest.

Kindly acknowledge the same.

Thanking You.

Yours Faithfully,

FOR EUROSHINE JEWELLERY WORKS PVT LTD


Mr. Nishith K. Fandya
Director
DIN: 03425714



LEASE RENT SR. NO. - 4171

33

588

EUROSHINE
JEWELLERY WORKS

Ref No: NIPL-056722-23

Date: 07-02-2023

To,
The Estate Manager
Office of the Development Commissioner,
Secpz Special Economic Zone Authority,
Andheri (E),
Mumbai - 96

Sub: Payment of Lease Rent

Respected Sir,

Please find attached herewith Pay Order No. 642543 dt 06.02.2023 of Rs. 5,00,000.00 issued from Kotak Mahindra Bank, MIDC, Andheri (East), Branch for Lease Rent payment against Protest.

Kindly acknowledge the same.

07 FEB 2023

Thanking You.

Yours Faithfully,

FOR EUROSHINE JEWELLERY WORKS PVT LTD



Mr. Nishith K. Pandya
Director
DIN: 03423714



PHOTO COPY

Euroshine Jewellery Works Pvt. Ltd.

602, Block 'B', Secpz-Sz, Secpz-III, Andheri (East), Mumbai - 400 096, India.

Phone: 91 22 23 222123 Email: francis@euroshinejewellery.com

CIN No: U56310MH2005PTC154723

33

EUROSHINE JEWELLERY WORKS

6603.

Ref No: DIPL-0568/22-23

Date: 09-02-2023

To,
The Estate Manager
Office of the Development Commissioner,
SEEPZ Special Economic Zone Authority,
Andheri (E),
Mumbai - 96

Sub: Payment of Lease Rent



Respected Sir,

Please find attached herewith Pay Order No. 642574 dt. 09.02.2023 of Rs. 5,00,000.00 issued from Kotak Mahindra Bank, MIDC, Andheri (East) Branch for Lease Rent payment against Protest.

Kindly acknowledge the same.

Thanking You.

Yours Faithfully,

FOR EUROSHINE JEWELLERY WORKS PVT LTD

Authorized Signatory



EUROSHINE JEWELLERY WORKS PVT. LTD.
1, Seepz-Seq, Sector-1, Andheri (East), Mumbai - 400 096, India.
TEL: +91 2829 2321/26 • Email: frondesk@euroshinejewellery.com
BIN No: UB690MPE2005FC0154221

EUROSHINE

JEWELLERY WORKS

Ref No: EJWPL-0610/02-23

Date: 06-03-2023

To,
The Estate Manager
Office of the Development Commissioner,
Special Economic Zone Authority,
Andheri (E),
Mumbai - 96

Sub: Payment of Lease Rent

202175
02/03/2023

Respected Sir,

Please find attached herewith Cheque Order No. 641937 dt. 06.03.2023 of Rs. 1,44,325.00 issued from Kotak Mahindra Bank, MIDC, Andheri (East) Branch for Lease Rent payment against Plot.

Kindly acknowledge the same.

Thanking You.

Yours Faithfully,

FOR EUROSHINE JEWELLERY WORKS PVT LTD

Authorized Signatory



Euroshine Jewellery Works Pvt Ltd

Unit No-501/502, Block - 1, Sector-2, Scopus, Andheri (East), Mumbai - 400 096, India.

Phone: 2323 - 91 229 2321/22 - Email: euroshine@euroshine.com

GST No: 4369101L2005PT015472

EUROSHINE

(JEWELLERY WORKS)

To,
The Development Commissioner,
Office of the Development Commissioner,
Govt. Of India, Ministry of Commerce & Industry,
Seepz-SEZ, Andheri (East), Mumbai - 400096.

Date. : 07/12/2022

Sub: - Req. - Possession of the Unit No. 771, SDF-VIII.

With reference to your letter Seepz-SEZ/EMS/Unit/052/03-04/Seepz+/19480 dtd. 23/11/2022 asking for to submit an Undertaking on a non Judicial stamp paper for clearance of outstanding rental dues as commitment made in letter dtd. 09/11/2022.

Please find enclosed herewith the Undertaking and schedule of rental payment for your perusal.

Kindly note and acknowledge the same.

Regards.

For Euroshine Jewellery Works Pvt. Ltd.,

Authorised Signatory.

Encl. :- As stated.

186702
07/12/22



Euroshine Jewellery Works Pvt. Ltd.
Unit No. 501/502, Block-1, Seepz-SEZ, Seepz+, Andheri (East), Mumbai - 400096, India.
Tel. : +91 2829 2521/25 - Email: euroshinejewellery.com
CIN No. : U36910MH170892PTC154723

LEASE RENT SR.No.1-4189

Patdiam Jewels

Unit No. 702, 7th Floor, Tower No. 1, Seepz --, Special Economic Zone, Andheri (East),
Mumbai 400 093, India. Tel: +91 22 2829 3455 Fax: +91 22 2829 3459

Date : 08.12.2022

To,
Att Development Commissioner
Seepz-Sez,
Andheri East,
Mumbai - 400096

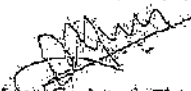
Sub. : Rent Payment & Sub-Lease Agreement

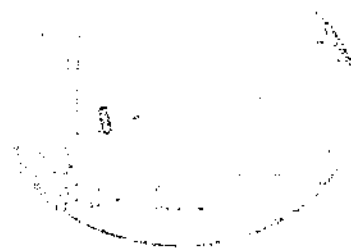
With reference to the above rent payment made up to Dec 2022, Vide DD No 462989
Amt Rs 10,58,220.57

And Sub-Lease Agreement Original Copy is submitted in our bank. I have requested our
bank to give original agreement. I will submit the Copy in Custom Office earliest.
Thanking you.

Your's faithfully,

FOR PATDIAM JEWELS


Authorized Signatory



SECRET
[Redacted]

SECRET
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Approved by [Redacted] Pending Rejected

[Redacted]

[Redacted]

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY

SEEPZ SERVICE CENTRE BUILDING,

SEEPZ SEZ

ANDHERI EAST, MUMBAI-400096

dg@seepz-itsb2.com

Payment Receipt

To

Patelan Jewels

702

Received DD No. Receipt No. DD NO: 552253 dated 09/12/2022 of amount Rs. 103322/- drawn on Bank 126 towards Rent bill no. 1407 for the period 01/10/2022 to 31/12/2022. Payment confirmation subject to realization.



Estate Manager
SEEPZ SEZ AUTHORITY

Notes

1) Flat. Cass rate is effective from 01-04-2017

2) Late fees @ 12 % p.a. shall be charged if payments not made by due date.

For payment of Bill - DD/PO may be drawn in favour of - SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY FUND

GEN NO-2732ALS495G1ZH

PAN NO-AAAL54995G

Please write the Company Name & Cont. No. on the back side of DD/PO by Cash.

Any discrepancy regarding this bill should be intimated within 15 Days.

SEEPZ, Andher East, MUMBAI 400086

VALID FOR PRESENTATION ONLY
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SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY FUND

IN DEMAND PAY. Ten Lakh Fifty Three Thousand Two Hundred Twenty and PAISE FIFTY SEVEN only

UQK 462989

0296/2022

Purchaser: PARVATI JEWELS

(PAY OVER Rs. 103322/-)

D.No. 1184 - FOMOLE -
GDPC MUMBAI FINANCE

FOR VALUE RECEIVED

AUTHORIZED SIGNATORY WITH OFFICIAL SEAL

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MUNIC JEWELLERY

1/104, 1st floor, SEEPZ (SEEZ), MIDC, Andheri (East), Mumbai - 400 095, India.
Tel: +91 22 2829 3777, +91 22 2829 3750 Email: municjew@ymail.com

Date: 10th October, 2023

To,
The Authority Person,
Office of Development Commissioner,
Seepz Special Economic Zone,
Andheri (E), Mumbai - 400 096.

233296
10/10/2023

Sub: PAYMENT OF OUTSTANDING DUES
Ref: ORDER NO EP/28/2022 RO/12071 DT 07.09.2023

Dear Sir,

With refer to the above, as we are paying our outstanding government dues of Rs 20,75,123/- (Twenty Lacks seventh five thousand one hundred twenty three only) by RTGS from BANK OF INDIA, seepz Branch the UTR no. is BKID#230830000000. So kindly credit our accounts and cleared our dues.

Thanking You,

Yours Faithfully,

For MUNIC JEWELLERY

PARTNER/AUTH SIGN

and Rekha Hand. Co.

SEEPZ SEZ Authority 2021-22 (From 1-Apr-2021)

STATE BANK OF INDIA 5754 Book
 SEZ BRANCH MUMBAI SEEPZ SERVICE CENTRE BUILDING
 ANDHERI EAST MUMBAI, MAHARASHTRA-400096

For 10 Oct 2023

Date	Particulars	Vch Type	Vch No	Debit	Credit
10-10-2023	Cr Opening Balance				
10-10-2023	Cr (as per details)				
	Interest MUNIC JEWELLERY Gala-104	Receipt			38,39,549.37
	Service Charge MUNIC JEWELLERY Gala-104	4,91,375.93 Cr		20,75,123.00	
	FIRE CESS MUNIC JEWELLERY Gala-104	12,93,574.37 Cr			
	RO INTEREST MUNIC JEWELLERY Gala-104	1,21,251.75 Cr			
	Rent MUNIC JEWELLERY Gala-104	39,843.39 Cr			
	BEING OUTSTANDING LEASE RENT PAID	1,29,077.52 Cr			
	279925004307 THROUGH DIRECT				
	TRANSFER IN SBI CURRENT ACCOUNT				
	Dr Closing Balance			59,14,672.37	
					59,14,672.37
				59,14,672.37	59,14,672.37

Patdiam jewels

Unit No. 702, 7th Floor, Tower No. 1, Seepz ++, Special Economic Zone, Andheri (East),
Mumbai 400 096, India. Tel: +91 22 2829 3455 Fax: +91 22 2829 3459

Date : 10.08.2022

To,
Asstt. Development Commissioner
Seepz-Seq,
Andheri East,
Mumbai - 400096

Sub. : Rent Payment & Sub-Lease Agreement
Ref: SEEPZ-SEQ/EMS/SUB-Lease/PI/175/08-09/12823 Dt: 04.08.2022

With reference to above subject herewith enclosing D/D for payment of Rent, Service charges & Fire Cess payment (only Principal Amt) up to March, 2022 vide DD No 462901 drawn on Punjab National Bank, Seepz Branch in amt. of Rs. 16,71,094.64 S& balance to be paid as soon possible.

And Sub-Lease Agreement Original Copy submitted of Bank against credit limit facility sanction. We request to Bank for given back original copy of sub-Lease agreement. Once we received from our Bank we submit the Copy in Custom Office earliest.

We request you to kindly consider our request.

Thanking you,

Your's faithfully,

FOR PATDIAM JEWELS

S. m. Partha

Authorized Signatory

SEEPZ SEZ Authority 2023-2024
 Rent-TWINKLE DIAMOND JEWELLERY (I) PVT.LTD Gafa-503
 Ledger Account

1-Apr-2023 to 1-May-2024

Date	Particulars	Vch Type	Vch No	Debit	Credit	Page 1
1-4-2023	Dr Opening Balance					
1-4-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF APRIL 2023 TO JUNE 2023 BILL NO: 2679 DATED: 01.04.2023	Journal	2679	16,960.72	2,98,198.27	
	Cr Interest-TWINKLE DIAMOND JEWELLERY (I) PVT.LTD Gafa-503 BEING EXCESS AMOUNT IN RENT TRANSFERRED TO FIRE CESS, SERVICE CHARGES AND INTEREST	Journal		2,98,198.27	1,04,715.20	
1-7-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JULY 2023 BILL NO: 503 DATED: 01. 07.2023	Journal	503	5,653.57		
1-8-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF AUGUST 2023 BILL NO: 503 DATED 01.07.2023	Journal	503	5,653.57		
1-9-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF SEPTEMBER 2023 BILL NO: 503 DATED 01.07.2023	Journal	503	5,653.57		
1-10-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF OCTOBER 2023 BILL NO: 1055 DATED 01.10.2023	Journal	1055	5,653.57		
1-11-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF NOVEMBER 2023 BILL NO: 1055 DATED 01.10.2023	Journal	1055	5,653.57		
1-12-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF DECEMBER 2023 BILL NO: 1055 DATED 01.10.2023	Journal	1055	5,653.57		
	Carried Over					
				3,49,080.41	4,02,913.67	

continued

Date	Particulars	Vch Type	Vch No:	Debit	Credit
	Brought Forward			3,44,080.41	4,02,913.67
11-1-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JANUARY 2024 BILL NO: 1604 DATED 01.01.2024	Journal	1604	5,936.25	
11-2-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF FEBRUARY 2024 BILL NO: 1604 DATED 01.01.2024	Journal	1604	5,936.25	
11-3-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF MARCH 2024 BILL NO: 1604 DATED 01.01.2024	Journal	1604	5,936.25	
	Cr Closing Balance			3,66,889.16	4,02,913.67
				36,024.51	
				4,02,913.67	4,02,913.67

SEEPZ SEZ Authority 2023-2024
 Rent-PATDIAM JEWELLERY PVT. LTD. Gala-102
 Ledger Account

1-Apr-2023 to 1-Mar-2024

Date	Particulars	Vch Type	Vch No.	Debit	Page t Credit
1-4-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF APRIL 2023 TO JUNE 2023 BILL NO: 2513-DATED:01.04.2023.	Journal	2513	15,581.29	
20-4-2023	Dr Central Bank of India 2015 (BEING LEASE RENT PAYMENT RECEIVED FOR THE PERIOD OF APRIL 2023 TO JUNE 2023 VIDE CHALLAN NO- 4288 DD NO 194615)	Receipt			15,581.29
1-7-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JULY 2023 BILL NO: 339 DATED:01. 07.2023	Journal	339	5,177.10	
17-7-2023	Dr Punjab National Bank of India - PNB Receipt BEING LEASE RENT BMO CHARGES & SERVICE CHARGES & FIRE CESS PAYMENT RECEIVED FOR THE PERIOD OF JULY 2023 TO SEPTEMBER 2023 VIDE CHALLAN NO-4456 DD NO: 194651	Receipt			15,536.98
1-8-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF AUGUST 2023 BILL NO: 339 DATED 01.07.2023	Journal	339	5,177.10	
1-9-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF SEPTEMBER 2023 BILL NO: 339 DATED 01.07.2023	Journal	339	5,177.10	
1-10-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF OCTOBER 2023 BILL NO: 891 DATED 01.10.2023	Journal	891	5,177.10	
13-10-2023	Dr Punjab National Bank of India - PNB Receipt BEING LEASE RENT BMO CHARGES & SERVICE CHARGES & FIRE CESS PAYMENT RECEIVED FOR THE PERIOD OF OCTOBER 2023 TO DECEMBER 2023 VIDE CHALLAN NO: 4599 DD NO. 194777	Receipt			15,525.64
Carried Over				36,239.69	46,593.67

continued

Date	Particulars	Vch Type	Vch No	Debit	Credit
	Stought Forward			36,239.69	46,593.87
1-11-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF NOVEMBER 2023 BILL NO: 891 DATED 01.11.2023	Journal	891	5,177.10	
1-12-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD DECEMBER 2023 BILL NO: 891 DATED 01.12.2023	Journal	891	5,177.10	
1-1-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JANUARY 2024 BILL NO: 1441 DATED 01.01.2024	Journal	1441	5,435.95	
19-1-2024	Dr Punjab National Bank of India.- PNB Receipt BEING LEASE RENT BMC CHARGES & SERVICE CHARGES & FIRE CESS PAYMENT RECEIVED FOR THE PERIOD OF JANUARY TO MARCH 2024 Vide Chalan No-4751 DD NO. 194779	Receipt			16,901.74
1-2-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF FEBRUARY 2024 BILL NO: 1441 DATED 01.01.2024	Journal	1441	5,435.95	
1-3-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF MARCH 2024 BILL NO: 1451 DATED 01.01.2024	Journal	1441	5,435.95	
				62,901.74	62,901.74

SEEPZ SEZ Authority 2023-2024

Rent-PATDIAM JEWELLERY PVT. LTD. Gala-102
Ledger Account

1-Apr-2023 to 1-Mar-2024

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
1-4-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF APRIL 2023 TO JUNE 2023 BILL NO: 2513 DATED 01.04.2023	Journal	2513	15,531.29	
20-4-2023	Dr Central Bank of India 2015 (BEING LEASE RENT PAYMENT RECEIVED FOR THE PERIOD OF APRIL 2023 TO JUNE 2023 VIDE CHALLAN NO- 4285 DD NO-194616)	Receipt			15,531.30
1-7-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JULY 2023; BILL NO: 339 DATED 01. 07.2023	Journal	339	5,177.10	
17-7-2023	Dr Punjab National Bank of India - PNB BEING LEASE RENT BMC CHARGES & SERVICE CHARGES & FIRE CESS PAYMENT RECEIVED FOR THE PERIOD OF JULY 2023 TO SEPTEMBER 2023 VIDE CHALLAN NO-4456 DD NO 194654	Receipt			15,536.93
1-8-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF AUGUST 2023; BILL NO: 339 DATED 01.07.2023	Journal	339	5,177.10	
1-9-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF SEPTEMBER 2023; BILL NO: 339 DATED 01.07.2023	Journal	339	5,177.10	
1-10-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF OCTOBER 2023; BILL NO: 891 DATED 01.10.2023	Journal	891	5,177.10	
13-10-2023	Dr Punjab National Bank of India - PNB BEING LEASE RENT BMC CHARGES & SERVICE CHARGES & FIRE CESS PAYMENT RECEIVED FOR THE PERIOD OF OCTOBER 2023 TO DECEMBER 2023 VIDE CHALLAN NO: 4599 DD NO: 194717	Receipt			15,525.64
Carried Over				35,239.69	46,593.87

continued

Date	Particulars	Vch Type	Vch No	Debit	Credit
	Brought Forward			36,239.69	45,593.67
1-11-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF NOVEMBER 2023 BILL NO: 891 DATED 01.11.2023	Journal	891	5,177.10	
1-12-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD DECEMBER 2023 BILL NO: 891 DATED 01.12.2023	Journal	891	5,177.10	
1-1-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JANUARY 2024 BILL NO: 1441 DATED 01.01.2024	Journal	1441	5,435.95	
18-1-2024	Dr Punjab National Bank of India - PNB Receipt BEING LEASE RENT BMC CHARGES & SERVICE CHARGES & FIRE CESS PAYMENT RECEIVED FOR THE PERIOD OF JANUARY TO MARCH 2024 Vide Challan No: 7751 DD NO: 194779	Receipt			16,307.87
1-2-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF FEBRUARY 2024 BILL NO: 1441 DATED 01.02.2024	Journal	1441	5,435.95	
1-3-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF MARCH 2024 BILL NO: 1441 DATED 01.03.2024	Journal	1441	5,435.95	
				62,901.74	62,901.74

SEEPZ SEZ Authority 2023-2024
 Rent-TWINKLE DIAMOND JEWELLERY (I) PVT.LTDGala-503
 Ledger Account

1-Apr-2023 to 1-Mar-2024

Date	Particulars	Vch Type	Vch No.	Debit	Page 1 Credit
1-4-2023	Dr Opening Balance				
1-4-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF APRIL 2023 TO JUNE 2023 BILL NO: 2679 DATED: 01.04.2023	Journal	2679	16,950.72	2,98,198.27
	Cr Interest TWINKLE DIAMOND JEWELLERY (I) PVT.LTDGala-503 BEING EXCESS AMOUNT IN RENT TRANSFERRED TO FIRE CESS, SERVICE CHARGES AND INTEREST	Journal		2,98,198.27	1,04,715.40
1-7-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JULY 2023 BILL NO: 503 DATED: 01, 07.2023	Journal	503	5,653.57	
1-8-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF AUGUST 2023 BILL NO: 503 DATED 01.07.2023	Journal	503	5,653.57	
1-9-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF SEPTEMBER 2023 BILL NO: 503 DATED: 01.07.2023	Journal	503	5,653.57	
1-10-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF OCTOBER 2023 BILL NO: 1055 DATED 01.10.2023	Journal	1055	5,653.57	
1-11-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF NOVEMBER 2023 BILL NO: 1055 DATED: 01.10.2023	Journal	1055	5,653.57	
1-12-2023	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF DECEMBER 2023 BILL NO: 1055 DATED: 01.10.2023	Journal	1055	5,653.57	
Carried Over					
				3,49,080.41	4,02,913.67

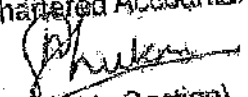
continued

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			3,49,086.41	4,02,913.67
1-1-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF JANUARY 2024 BILL NO: 1604 DATED 01.01.2024	Journal	1604	5,936.25	
1-2-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF FEBRUARY 2024 BILL NO: 1604 DATED:01.01.2024	Journal	1604	5,936.25	
1-3-2024	Cr Rent Income From Units BEING LEASE RENT & FIRE CESS INCOME BILL BOOKED FOR THE PERIOD OF MARCH 2024 BILL NO: 1604 DATED 01.01.2024	Journal	1604	5,936.25	
	Cr Closing Balance			3,66,889.15	4,02,913.67
				36,024.51	
				4,02,913.67	4,02,913.67

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING,
SEEPZ SEZ,
ANDHERI (EAST), MUMBAI 400096.
sdseepz-mah@nfb.in

Unit Name: M/s Chaitanya Jewellery Pvt Ltd
 Balance as on: Outstanding Dues as on 23/1/2024

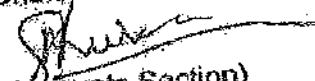
OUTSTANDING FOR MORE THAN 6 MONTHS												
Sl. no.	Gate No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Total	Gate pass	Others	Fine & Penalty	Grand Total
1	1	542,437.43	-	719,329.14	876,804.76	-	22,882.17	2,161,453.60	-	-	-	2,161,453.60
	All Units	-	-	-	-	-	-	-	-	-	-	-
	(A)	542,437.43	-	719,329.14	876,804.76	-	22,882.17	2,161,453.60	-	-	-	2,161,453.60
OUTSTANDING FOR LESS THAN 6 MONTHS												
Sl. no.	Gate No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Total	Gate pass	Others	Fine & Penalty	Grand Total
1	1	18,356.73	-	41,368.38	76,983.83	8,903.98	346.30	145,959.22	-	-	-	145,959.22
	All Units	-	-	-	-	-	-	-	-	-	-	-
	(B)	18,356.73	-	41,368.38	76,983.83	8,903.98	346.30	145,959.22	-	-	-	145,959.22
	GRAND TOTAL (A) + (B)	560,794.16	-	760,697.52	953,788.59	8,903.98	23,228.47	2,307,412.72	-	-	-	2,307,412.72

For Jain V. & Co.
 Chartered Accountants

 (Accounts Section)
 SEEPZ SEZ AUTHORITY

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING,
SEEPZ-SEZ,
ANDHERI (EAST), MUMBAI 400096.
ddcaepz@vsnl.com

Unit Name: Midajewel Jewellery Pvt Ltd
 Balance as on: Outstanding Dues as on 22.1.2024

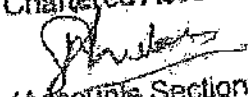
OUTSTANDING FOR MORE THAN 6 MONTHS												
Sr no.	Gala No.	Rent	BMC	Service Charges	Interest	Fire Loss	Fire Loss Interest	Total	Gift pass	Others	Fine & Penalty	Grand Total
1	1	1,108,929.26		1,590,782.40	1,806,752.27	7,876.32	51,209.48	4,565,551.03				4,565,551.03
	All Units										1,209,577.00	1,209,577.00
	(A)	1,108,929.26		1,590,782.40	1,806,752.27	7,876.32	51,209.48	4,565,551.03			1,209,577.00	5,775,128.08
OUTSTANDING FOR LESS THAN 6 MONTHS												
Sr no.	Gala No.	Rent	BMC	Service Charges	Interest	Fire Loss	Fire Loss Interest	Total	Gift pass	Others	Fine & Penalty	Grand Total
1	1	40,579.28		91,485.36	164,823.16	17,818.48	765.83	309,468.11				309,468.11
	All Units											
	(B)	40,579.28		91,485.36	164,823.16	17,818.48	765.83	309,468.11				309,468.11
	GRAND TOTAL (A) + (B)	1,149,509.74		1,682,267.76	1,971,576.03	19,690.80	51,975.31	4,875,019.14			1,209,577.00	6,084,596.14

For Jain V,
 Chartered Accountants

 (Accounts Section)
 SEEPZ SEZ AUTHORITY

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING,
SEEPZ SEZ,
ANDHERI (EAST), MUMBAI 400096.
ideseez-mah@nic.in

Unit Name: Mohit Diamond Pvt. Ltd
 Balance as on: Outstanding Dues as on 31.03.2024

OUTSTANDING FOR MORE THAN 6 MONTHS												
Sr. no.	Gale No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Total	Cheque	Others	Fine & Penalty	Grand Total
1	301 304	3,313,613.10		5,365,222.45	4,980,060.76	183,178.16	23,842.93	13,786,017.41				13,786,017.41
	All Units								5,000.00		4,000.00	9,000.00
	(A)	3,313,613.10		5,365,222.45	4,980,060.76	183,178.16	23,942.93	13,786,017.41	5,000.00		4,000.00	13,795,017.41
OUTSTANDING FOR LESS THAN 6 MONTHS												
Sr. no.	Gale No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Total	Cheque	Others	Fine & Penalty	Grand Total
1	301 305	134,820.74		303,951.36	525,428.10	39,252.48	11,936.26	1,015,391.88				1,015,391.88
	All Units											
	(B)	134,820.74		303,951.36	525,428.10	39,252.48	11,936.26	1,015,391.88				1,015,391.88
	GRAND TOTAL (A) + (B)	3,448,433.84		5,669,173.82	5,505,488.86	222,430.64	35,882.13	14,801,409.29	5,000.00		4,000.00	14,810,409.29

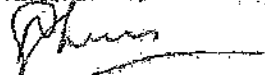
For Jain V. S.
 Chartered Accountant

 (Accounts Section)
 SEEPZ SEZ AUTHORITY

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING,
SEEPZ SEZ,
ANDHERI (EAST), MUMBAI 400096.
ddseepz@mahatel.in

Unit Name: M/s Star Balmia Pvt. Ltd.
 Balance as on: Outstanding Dues as on 31.1.2024

OUTSTANDING FOR MORE THAN 6 MONTHS												
Sr. No.	Gate No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Total	Gate pass	Others	Fine & Penalty	Grand Total
1	6	324,052.72		425,947.84	160,366.88	4,109.24	13,549.57	925,025.59				925,025.59
2	1	539,878.25		719,329.14	283,334.18	3,561.64	22,882.18	1,548,985.42				1,548,985.42
	All Units								776.64		615,923.84	516,700.48
	(A)	864,031.03		1,145,276.28	443,601.07	8,670.88	36,431.75	2,475,011.01	776.64		615,923.84	2,768,686.90
OUTSTANDING FOR LESS THAN 6 MONTHS												
Sr. No.	Gate No.	Rent	BMC	Service Charges	Interest	Fire Cess	Fire Cess Interest	Total	Gate pass	Others	Fine & Penalty	Grand Total
1	6	10,863.30		21,496.08	45,758.09	3,163.44	205.08	84,486.19				84,486.19
2	1	18,099.35		11,368.38	76,936.51	5,342.34	346.30	142,242.88				142,242.88
	All Units										67,296.00	67,296.00
	(B)	29,213.85		65,864.46	122,594.60	8,505.78	551.38	226,729.07			67,296.00	294,623.87
	GRAND TOTAL (A) + (B)	893,245.88		1,211,140.74	546,193.67	14,176.66	36,983.13	2,701,740.08	776.64		683,219.84	3,385,734.56

For Jain V. & Co.
 Chartered Accountants


 (Accounts Section)
 SEEPZ SEZ AUTHORITY

SEEPZ SPECIAL ECONOMIC ZONE

ANDHERI (EAST), MUMBAI.

वसूली प्रभाग

Recovery Division

भारत सरकार
विकास आयुक्त कार्यालय,
सीपज़-विशेष आर्थिक क्षेत्र,
अंधेरी (पूर्व), मुंबई

SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद संख्या 11

AGENDA ITEM NO. 11

A. प्रस्ताव/Proposal :-

सार्वजनिक परिसर (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 दिनांक 05.12.2023 की धारा 7 की उप-धारा (3) के तहत वसूली नोटिस जारी करने पर अद्यतन स्थिति।

Updated status on the issuance of Recovery Notice under sub-section (3) of Section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 dated 05.12.2023.

B. एसईजेड अधिनियम, 2005 और नियम, 2006 के प्रासंगिक प्रावधान/निर्देश/अधिसूचना/Relevant provisions of SEZ Act, 2005 & Rules, 2006/ Instruction/ Notification:

एसईजेड प्राधिकरण नियम, 2009 के नियम 8 (xi) के साथ पठित एसईजेड अधिनियम, 2005 की धारा 34 (डी)।

Section 34 (d) of SEZ Act, 2005 read with Rule 8(xi) of SEZ Authority Rules, 2009.

C. अन्य जानकारी /Other Information :-

1. सीपज़-एसईजेड प्राधिकरण एसडीएफ, जी एंड जे कॉम्प्लेक्स, टॉवर I और II, मल्टीस्टोरीड बिल्डिंग और प्लॉट्स में स्थित परिसरों के उपयोग के लिए यूनिट धारकों को किराया/बीएमसी/सेवा शुल्क/फायर सेस लगाता है।

SEEPZ-SEZ Authority levies rent/BMC/Service Charges/Fire Cess to the Unit Holders for usage of the premises located in SDFs, G&J Complex, Tower I&II, Multistoried Bldgs. and Plots.

2. कुछ यूनिटधारकों ने उनसे बार-बार अनुरोध किए जाने के बावजूद भारी बकाया किराया बकाया का भुगतान नहीं किया है।
Some of Unitholders have not paid huge outstanding rental dues inspite of repeated requests made to them.

3. अतः 18 यूनिट धारकों दिनांक 05.12.2023 को वसूली नोटिस जारी किए गए थे जिनकी बकाया राशि 5 लाख रुपये से अधिक और 6 महीने से अधिक थी, निम्नानुसार हैं :

Hence Recovery Notices were issued to 18 nos. of Unit Holders on 05.12.2023 by SEEPZ-SEZ whose outstanding dues were more than Rs. 5 lakhs and more than 6 months are as under:

वसूली नोटिस दिनांक 05.12.2023 के अनुसार बकाया देय राशि की स्थिति Status of Outstanding DUES as per RECOVERY NOTICES Dated 05.12.2023					
Sr. no	Unit Name & Location	Arrears under Recovery Notice (Rs.)	Payment Received (Rs.)	Payment Received date (Rs.)	O/s Balance (Rs.)
1	M/s. S.J. International G16, G&J Complex-II	104,91,992.24	-	-	104,91,992.24
2	M/s. Shankar Jewels Ltd., G15, G&J Complex-II	51,24,749.30	-	-	51,24,749.3
3	M/s. Ace Software Solutions (I) Pvt. Ltd., 17, SDF-I	33,78,514.20	-	-	33,78,514.2
4	M/s. Ace Software Solutions (I) Pvt. Ltd., 21, SDF-I	18,04,695.68	-	-	18,04,695.68
5	M/s. Star Brilliant Pvt. Ltd., 1, SEEPZ++, Tower-II	23,25,176.17	-	-	23,25,176.17
6	M/s. Star Brilliant Pvt. Ltd., 6, SEEPZ++, Tower-I	9,80,748.05	-	-	9,80,748.05

	International Pvt.Ltd., 602,SDF-VIII				
17	M/s.Fusion Jewellery Mfg. Co.Pvt.Ltd., Unit 32, SDF-I	7,07,460	7,07,460	6.12.2023, 7.12.2023	-
18	M/s. Shangold India Ltd., GJ02, SDF- VII	13,86,967.87	-	-	13,86,967.87
	Total	3,66,77,193.04	82,69,707.12	-	2,84,07,485.92

4. अब तक इकाई द्वारा रु.82,69,707.12/-की राशि का भुगतान किया गया है और शेष इकाइयों के लिए अर्थात् : मैसर्स। एसजे इंटरनेशनल, मैसर्सशंकर ज्वेल्स लिमिटेड ., मैसर्सशांगोल्ड इंडिया लिमिटेड ., मैसर्स। स्टार ब्रिलियन प्रा लिमिटेड .001, मैसर्स .स्टार ब्रिलियन प्रा .Ltd.006, स्टेट बैंक ऑफ पटियाला, मै .इन्फोगैन इंडिया प्रा . लिमिटेड, मैसर्स एस सॉफ्टवेयर सॉल्यूशंस प्राइवेट लिमिटेड .17 और मैसर्स। एस सॉफ्टवेयर सॉल्यूशंस प्राइवेट . लिमिटेड21, प्राकृतिक न्याय के सिद्धांत के रूप में, व्यक्तिगत सुनवाई की अनुमति दी गई है

Till date amount of Rs. 82,69,707.12/- has been paid by the unit and for the rest of the units namely : M/s. SJ International, M/s. Shankar Jewels Ltd, M/s. Shangold India Ltd., M/s. Star Brillian Pvt. Ltd. 001, M/s. Star Brillian Pvt. Ltd.006, State Bank of Patiala, M/s. Infogain India Pvt. Ltd., M/s. Ace Software Solutions Pvt Ltd. 17 & M/s. Ace Software Solutions Pvt. Ltd. 21 , as a principal of natural justice, Personal Hearing has been granted.

D. सिफारिश /Recommendation:

सार्वजनिक परिसर अधिनियम (अनधिकृत अधिभोगियों की बेदखली), 1971 दिनांक 05.12.2023 की धारा 7 की उप) धारा-3) के तहत रिकवरी नोटिस जारी करने पर अद्यतन स्थिति सीपज़ एसईजेड प्राधिकरण के समक्ष जानकारी के लिए प्रस्तुत की गई है।

Updated status on the issuance of Recovery Notice under sub-section (3) of Section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 dated 05.12.2023 is submitted before the SEEPZ SEZ Authority for information.

यह कार्यसूची सुश्री दिव्याशी (अवर श्रेणी लिपिक),श्रीमति रेखा नायर, सहायक विकास आयुक्त द्वारा तैयार की गई है।

