

सीपज़ विशेष आर्थिक क्षेत्र
SEEPZ SPECIAL ECONOMIC ZONE
अंधेरी (पूर्व), मुंबई
ANDHERI (EAST), MUMBAI.
सीपज़ विशेष आर्थिक क्षेत्र प्राधिकरण की 76 वी बैठक का एजेंडा
AGENDA FOR THE 76th MEETING OF THE SEEPZ
SEPCIAL ECONOMIC ZONE AUTHORITY

स्थान: वीबेक्स एप्लिकेशन पर वीडियो कॉन्फ्रेंसिंग के माध्यम से।

VENUE: Through video conferencing on Webex application.

दिनांक: 07.04.2026

DATE : 07.04.2026

समय : अपराह्न 12.00 बजे

TIME : 12.00 P.M

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Agenda Item No.	Subject
	<u>Finance Division</u>
Agenda Item No.01	Monthly Statement Expenditure incurred through Imprest.
	<u>Legal Section</u>
Agenda Item No. 02	Post-Facto approval for engagement of One Young professional (Legal) and One Young Professional (Media/Communications) on contractual basis to support SEEPZ Authority function and Legal work of SEEPZ-SEZ
	<u>Estate Division</u>
Agenda Item No. 03	Consideration of request of M/s. Moksh Ornaments Ltd for waiver of forfeiture of EMD amounting to ₹12,07,165/- in respect of Unit No. 304, NEST-II, SEEPZ-SEZ.
Agenda Item No. 04	Proposal for approval of award of contract to M/s. Maa Sharda Service for hiring of vehicle on monthly basis.
Agenda Item No. 05	Post-facto Approval for Engagement of Shri D. S. Patil, Retd. Joint Secretary (Legal), Government of Maharashtra as Legal Consultant to Expert Committee reg.
Agenda Item No. 06	To revise the service charges and recover the same uniformly from all units in SEEPZ-SEZ. The service charges shall also be reviewed annually and revised, if required, as decided by the Authority.
Agenda Item No. 07	To place before the Authority the <i>Report-I dated 13.03.2026</i> submitted by the Advisory Committee constituted for implementation of Sub-lease Renewal Policy, for perusal, consideration and approval in respect of: <ol style="list-style-type: none"> 1. Fixation of revised 'Fair Rental Rate' for renewal of sub- leases in SEEPZ-SEZ. 2. Adoption of Model Sub-lease Agreement. 3. Adoption of Model 'No Objection Certificate for Creation of Mortgage.
Agenda Item No. 08	Proposal for approval of the key planning and infrastructure decisions required for finalization of the SEEPZ Master Plan, including the proposed road network, utility network, water supply system, sewerage system, power supply framework, and the planning-level cost estimate as brought out in the KD5 Draft Master Plan Supplement Report.

Table Agenda

Agenda Item No.	Subject
	<u>Finance Division</u>
Table Agenda Item No.01	The appointment of a Tax Consultant for filing appeals and representing before the Hon'ble Income Tax Appellate Tribunal (ITAT) and the Commissioner of Income Tax (Appeals) [CIT(A)] for Assessment Years 2013-14 and 2015-16 (i.e., two assessment years) is placed for consideration.

MINUTES OF THE 75th AUTHORITY MEETING HELD ON 24.12.2025 IN HYBRID MODE, UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER/CHAIRPERSON, SEEPZ-SEZ AUTHORITY.

विकास आयुक्त/अध्यक्ष, सीएज़-सेज़ प्राधिकरण की अध्यक्षता में दिनांक 08.08.2025 को आयोजित 74वीं प्राधिकरण बैठक का कार्यवृत्त

The following are present:

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| 1. Shri. Mayur Mankar, Joint Development Commissioner, SEEPZ-SEZ | Member/Secretary |
| 2. Shri Backiyavelu Mutharasu ITS Deputy, DGFT, Mumbai, | Member |
| 3. Shri Hasmukh Bhai Dholakiya, Partner of M/s. HK Designs (India) LLP | Member |
| 4. Shri Sapinder Singh, Managing Director of M/s Omega Products Pvt. Ltd | Member |

Special Invitee:-

1. Shri Vijay Gujrathi, Chairman, SEEMA
2. Shri Rajendra Wagh, Deputy Engineer, MIDC

Smt. Smitha Nambiar, Dy. Development Commissioner, Shri Sandeep Bhosale, Dy. Development Commissioner, Smt. Y. Mangala, Sr. Accounts Officer & Officer (Estate Finance), Shri Hanish Rathi, Assistant Development Commissioner, Shri Aman Kumar Sharma, Assistant Development Commissioner, Shri Rahul Shivannagol, Assistant Development Commissioner, Shri. Jagdish Gaur, LDC, Shri Janesh Tripathi, LDC, Shri Ajeet Bhati, LDC, Ms. Divyanshi Goyal, LDC also attended for assistance and smooth functioning of the meeting.

Agenda Item No. 1: Confirmation of Minutes of 74th Authority held on 08.08.2025.

Decision: After Deliberation, Authority confirms the minutes of the meeting held on 08.08.2025

Agenda Item No. 1 (A) (a & b):- Monthly Statement expenditure incurred through Imprest

(a) For the Month of July, August & September, 2025

(b) For the Month of October & November, 2025

Authority was apprised that, this account is regularly being recouped with ministry fund whenever an emergency payment is made through the Authority fund

towards DCO expenses. It has also been assured that a new card for imprest from ministry fund shall be taken at the earliest as the regular DDC has taken charge.

Decision: After Deliberation, Authority approved the said proposal.

Agenda Item No. 2:- Administrative approval is sought for the recurring expenditure incurred on providing refreshments during various meetings (Authority, TEC and other Meetings) and for hosting official guest of the Authority.

M/s Indian Coffee House is regularly providing refreshment services for official meetings and guests, with monthly payments being made, but without a formal administrative approval under the Authority fund.

Decision: After deliberation, the Authority approved the proposal and directed that refreshment bills up to ₹50,000 may be booked under the Imprest Account as per delegation of financial power with condition that expenditure account will be put up post facto for perusal in authority meeting.

Agenda Item No. 3: Consideration and approval of the Committee Report on provisional payment to M/s. KRAN-SRIT Consortium towards:

1. Operations & Maintenance (O & M) Support (Technical Support and Helpdesk Support), and
2. Change request (CR) payments

in respect of the RISE-ERP implementation at SEEPZ-SEZ, along with release of payments as per the Committee's recommendations.

The Authority was apprised that the RISE-ERP project at SEEPZ-SEZ was awarded to M/s KRAN-SRIT Consortium in April 2023 and has been implemented in a phased manner owing to expanded user requirements and inclusion of additional modules. The phase-wise Go-Live resulted in deviation from the originally envisaged O&M commencement. Accordingly, a Committee was constituted to examine the matter. After considering the operational constraints and the provisions of the Contract, the Committee recommended a **uniform and transparent methodology** for determining O&M and CR payments within the approved contractual limits.

Accordingly, approval was sought for **acceptance of the Committee Report** and for release of **provisional payments** towards:

- **O&M Support:** ₹1.34 crore, and
- **Change Requests:** up to ₹52.50 lakh.

Decision

The Authority examined the Committee's recommendations and approved the Committee Report. Accordingly, the Authority accorded approval for release of

payments to M/s KRAN-SRIT Consortium towards Operations & Maintenance (O&M) Support amounting to ₹1.34 crore and Change Request (CR) payments up to ₹52.50 lakh, in accordance with the methodology and conditions recommended by the Committee and within the approved contractual limits.

The Authority also agreed to fix 01.12.2025 as the complete Go-Live date for the RISE-ERP project, as recommended by the Committee.

Agenda Item No. 4: Post-facto approval is sought for the expenditure incurred towards 100% advance payment for supply and installation of stands for Supreme Face detection Devices at the SEEPZ Gates. The procurement and installation were undertaken to enhance security and streamline access control within the SEEPZ premises.

The Authority was apprised that post-facto approval was sought for the expenditure incurred towards 100% advance payment made for the supply and installation of stands for Supreme Face Detection Devices at various entry and exit gates of the SEEPZ premises.

It was informed that the procurement and installation of the said stands were undertaken to strengthen security arrangements, improve access control mechanisms, and streamline the movement of personnel and visitors within the Zone. The requirement arose on an urgent basis due to increased footfall and heightened security considerations, necessitating immediate operationalization of the face detection-based access control system.

The Authority noted that the work, being of a capital nature, was awarded to M/s CSC e-Governance Services India Ltd. through a duly issued work order. Against the said work order, a full advance payment of ₹1,95,000/- (Rupees One Lakh Ninety-Five Thousand only) was released on 15.10.2025 to facilitate timely supply and installation of the stands in view of the urgency involved.

It was further clarified that the expenditure was incurred in administrative and operational exigencies to ensure that the face detection devices could be installed and made functional without delay, thereby enhancing surveillance and access management at the SEEPZ gates.

Decision: After detailed deliberations, the Authority accorded post-facto approval to the expenditure incurred towards the supply and installation of stands for Supreme Face Detection Devices at the SEEPZ gates, including the 100% advance payment of ₹1,95,000/- made to M/s CSC e-Governance Services India Ltd. on 15.10.2025. The Authority observed that the action was taken in view of urgent security requirements and, accordingly, the expenditure incurred was ratified and approved.

Agenda Item No. 5: Approval for execution of a Tripartite Memorandum of Understanding (MoU) among SEEPZ Special Economic Zone Authority, Stree Mukti Sanghatana (SMS) and Sphoorti Mahila Audojik Sahakari Sanstha Maryadit (SPHOORTI) for operation and management of the Crèche facility at

SEEPZ Special Economic Zone.

Authority was apprised that SEEPZ SEZ Authority has been providing a common Crèche facility in the Zone as a welfare measure aimed at supporting women workers employed in the SEEPZ area. In-principle approval for execution of a Tripartite Memorandum of Understanding for the operation and management of the Crèche facility was accorded by the Authority in its 72nd Meeting.

Pursuant to the said approval, a Tripartite Memorandum of Understanding has been executed among SEEPZ SEZ Authority, Stree Mukti Sanghatana (SMS), and Sphoorti Mahila Audogik Sahakari Sanstha Maryadit (SPHOORTI) for the effective operation and management of the Crèche facility. The arrangement is intended to ensure continuity of services, proper management, and adherence to prescribed welfare norms for the benefit of women workers in the Zone. A copy of the duly executed Memorandum of Understanding was placed before the Authority for information and consideration.

Decision: After detailed deliberation, the Authority took note of the execution of the Tripartite Memorandum of Understanding and accorded its approval to the same.

Agenda Item No. 6: Approval for construction Quarters at SEEPZ-SEZ, Mumbai (Stilt +11 Floors Residential towers with 88 flats)..

The Authority was apprised to accord approval for the construction of a Stilt + 11 Floors Residential Tower at SEEPZ-SEZ, having a total built-up area of 7,940 sq. metres, comprising 88 residential units, including 44 units of 1 BHK transit-type accommodation and 44 units of 2 BHK quarters for regular residential use.

The Authority was further informed that the transit-type accommodation is proposed to be allotted to SEEPZ LOA holders through a transparent mechanism, including auction or any other method as approved by the Authority, strictly for temporary accommodation of employees of SEEPZ units, subject to such terms and conditions as may be prescribed separately.

It was also placed before the Authority that the total estimated cost of the project is Rs. 32,79,36,697.00 (Rupees Thirty-Two Crore Seventy-Nine Lakh Thirty-Six Thousand Six Hundred Ninety-Seven only), excluding GST, as proposed by the Project Management Consultant, M/s WAPCOS.

Decision:

After detailed deliberations, the Authority approved the proposal for construction of the Stilt + 11 Floors Residential Tower at SEEPZ-SEZ at the estimated project cost as placed before it. The Authority further directed that a meeting with SGJMA and SEEMA shall be convened to ensure their active participation in matters relating to the staff quarters. It was also decided that the residential quarters shall

be allotted exclusively to industrial units operating in SEEPZ-SEZ, in accordance with the policy and terms and conditions to be finalized separately. The above directions were noted for compliance and further necessary action.

Further, The Authority was informed that the demand for residential quarters was sought from SGJMA and SEEMA only with the objective of ascertaining whether the industrial units were interested in availing residential quarters in SEEPZ-SEZ. It was clarified that the exercise was undertaken merely to assess the level of interest and requirement, and not for allotment purposes at this stage. In response, SGJMA and SEEMA have furnished the demand details indicating their interest in SEEPZ residential quarters, which was noted by the Authority for information and future planning.

Agenda Item No. 7: Post- facto approval of the water supply rate finalized and being charged to the units/ plot holders within the SEEPZ-SEZ premise, consequent upon takeover of the water supply system from the Maharashtra Industrial Development Corporation (MIDC).

The Authority was apprised that SEEPZ-SEZ has taken over the internal water supply system from MIDC with effect from 01.11.2025 and, upon review of the overall cost structure, has revised the water supply charges. It was informed that the water supply rate has been rationalized and reduced from Rs. 134 per cubic meter to Rs. 124 per cubic meter, which includes BMC charges, operation and maintenance expenses, and a provision towards system losses. The revised rate was stated to be reasonable and lower than the earlier rate charged by MIDC. Accordingly, post-facto approval was sought for charging the revised rate to units and plot holders within the SEEPZ-SEZ.

Decision:

After detailed deliberation, the Authority took note of the proposal and clarified that the revised water supply rate of Rs. 124 per cubic meter is not final and may be revised further, if required. The Authority also instructed that any additional pipelines or allied infrastructure, wherever necessary, shall be installed to ensure efficient and uninterrupted water supply. The Authority further clarified that the water losses at present are high and directed that necessary measures be taken to assess, control, and recover such water losses.

Agenda Item No. 8: Hiring of project Management Consultant (PMC) for construction of Internal roads with Cable Ducts, Street Lighting, Foot paths, and Two-Lane Roads within SEEPZ-SEZ Premises.

The Authority was apprised that several unit holders in SEEPZ-SEZ, particularly in Sector-VI, have reported severe deterioration of internal roads, leading to traffic congestion, operational inconvenience, and safety concerns. It was informed that a joint site inspection was conducted by the Technical Cell on 12.09.2025, which confirmed extensive structural damage to the existing bituminous roads. The damage has been further aggravated by persistent waterlogging caused due to

clogged and inadequate stormwater drainage, and it was observed that the condition cannot be effectively addressed through routine or patch repairs, thereby necessitating comprehensive resurfacing and rehabilitation of the internal roads.

In view of the scale of the work, multiple locations involved, and the technical complexity of the proposed road rehabilitation, the Authority was informed that it is proposed to engage a Project Management Consultant for providing end-to-end professional services, including preparation of detailed estimates, planning and design inputs, assistance in tendering and bid evaluation, supervision and monitoring of works, quality control, and certification of bills. The engagement of a PMC would ensure transparency in execution, adherence to technical specifications, cost control, and timely completion of internal road infrastructure works, including roads, parking areas, footpaths, and associated utilities within the SEEPZ-SEZ premises. Considering the scale, multiple locations, and technical complexity of the proposed road rehabilitation works, it is proposed to engage a Project Management Consultant (PMC) for planning, tendering support, supervision, quality control, and bill certification. The PMC will ensure transparency, quality assurance, cost control, and timely completion of internal road infrastructure works, including roads, parking areas, footpaths, and associated utilities.

Decision: After detailed deliberation, the Authority approved the proposal for hiring a Project Management Consultant (PMC) for construction and upgradation of internal roads within the SEEPZ-SEZ premises, including provision of cable ducts, street lighting, footpaths, and two-lane roads. The Authority observed that engagement of a PMC is essential to ensure proper planning, transparent tendering, effective supervision, quality control, and timely completion of the works. The Authority further directed that the PMC shall be engaged in accordance with applicable procurement guidelines and that the execution of the works shall be carried out as per approved specifications and estimates.

Agenda Item No. 09: Approval of payment of honorarium and related facilities to the members of the Expert Committee constituted for formulation of a Renewal Policy for Renewal of sublease of plots/Galas for 30,95 and 99 years in SEEPZ Special Economics Zone Estate.

The Authority was apprised that, in its 74th Authority Meeting held on 08.08.2025, approval was accorded for the constitution of an Expert Committee for framing a transparent, fair, and equitable renewal policy for renewal of sub-lease agreements in respect of plots and galas in SEEPZ-SEZ. The Authority had also decided that the honorarium payable to the members of the Expert Committee would be determined in accordance with Government norms and approved separately.

It was further informed that, as per Office Order No. 06 dated 05.09.2025, the honorarium and facilities proposed for the members of the Expert Committee are as under. The Chairman of the Expert Committee shall be paid an honorarium of Rs. 40,000/- per visit for attending meetings, whether held in physical or virtual mode. Shri M. A. Sayeed, Former Member, Maharashtra State Human Rights

Commission and Former Principal Law Secretary and R.L.A., Government of Maharashtra, shall be paid an honorarium of Rs. 30,000/- per sitting. Shri Pandurang Jotiba Jadhav, Former Joint Secretary, Finance Department, Government of Maharashtra, shall be paid an honorarium of Rs. 25,000/- per sitting. Each sitting shall be treated as a session of up to eight hours, irrespective of the mode of meeting. Accommodation and food, wherever required, shall be provided to the Committee members at the SEEPZ-SEZ Guest House, free of charge, during their stay. GST, if applicable, shall be borne by the SEEPZ-SEZ Authority. The payment to the Committee members shall be made in accordance with the provisions contained at Sl. No. 3(ix) and at the rates prescribed at Sl. No. 6(a) to 6(d) of Office Order No. 06 dated 05.09.2025.

Decision:

After deliberation, the Authority took note and approved the proposal with revised honorarium structure and facilities as placed before it.

Agenda Item No. 10: Proposal to constitute two separate panels of advocates, for the matter pertaining to SEEPZ-SEZ Authority.

The Authority was apprised that it is proposed to constitute two separate panels of advocates for SEEPZ-SEZ, namely Panel A for routine legal matters, including cases of Union of India handled through the panel approved by the Ministry of Law and Justice, and Panel B for important and high-value matters pertaining to the SEEPZ-SEZ Authority. It was informed that the empanelment of advocates is proposed to be carried out through a Notice Inviting Application to be issued by the Estate/Admin Division and hosted on the SEEPZ website.

The Authority was further informed that the Advisory Committee has recommended the constitution of separate panels of Senior Advocates and Junior Advocates, and that draft terms and conditions for empanelment have been prepared and submitted for consideration and approval.

Decision:

After deliberation, the Authority directed that a comprehensive and detailed proposal be placed before the Authority in the next meeting, clearly outlining the proposed fee and rate structure, complete terms and conditions of empanelment, and the detailed composition of the panels, including clear identification of advocates to be empanelled under Panel A and Panel B. The Authority further directed that the prevailing practices adopted by other comparable organizations in operating legal panels be examined with the constitution and operation of such panels, prior to submission of the final proposal for consideration.

Agenda Item No. 11: Approval for payment of the principal amount of outstanding electricity dues in respect of units allotted to new allottees, where such dues pertain to unpaid electricity bills of previous occupants, and for regularisation of legacy cases in line with the policy incorporated in Tender for Gala Allotment 2.0.

The Authority was apprised that, galas allotted through e-auction, it has been reported by the successful bidders that the previous allottees vacated the SEEPZ-SEZ premises without clearing outstanding electricity dues. Subsequently, after allotment and taking possession, the new allottees received demand notices from M/s. Adani Electricity Mumbai Ltd. (AEML) for clearance of electricity dues relating to periods prior their occupation.

Details of the units are as follows:

1. Gala no. G-37, G&J Complex-III, SEEPZ-SEZ: M/s. Shantivijay Jewels Ltd. was allotted the said gala vide allotment letter dated 02.05.2023. It is observed that existing unit M/s. Beautiful Jewellery Pvt. Ltd. Did not clear the outstanding electricity dues amounting to Rs. 1,99,907/- due to which the power supply was disconnected in February 2010.
2. Gala no. 121 & 122, SDF-IV, SEEPZ-SEZ: M/s. Moksh Ornaments Ltd. was allotted the said gala vide allotment letter dated 28.05.2025 through e-Auction, wherein it was assured that the units were free from all encumbrances. It is Observed that the evicted unit, M/s. Silverline Industries Ltd., had not cleared electricity dues amounting to Rs. 1,66,594/-

After taking possession, the present allottees of both the units received the demand notice from AEML for clearance of the outstanding dues standing in the name of the previous occupants.

Further, authority also apprised that, the condition incorporated in Tender for Gala Allotment 2.0 regarding non-transfer of past liabilities to new allottees is placed before the Authority for information.

Decision: After detailed deliberation, the Authority directed that the interest amounts indicated in the agenda in respect of the outstanding electricity dues shall be rechecked and reconfirmed with M/s Adani Electricity Mumbai Ltd. The Authority further clarified that only the principal amount of the outstanding electricity dues pertaining to the period of the previous occupants shall be paid by the SEEPZ-SEZ Authority and that no interest liability shall be borne by the Authority. The Authority also directed that the electricity security deposits paid by the previous occupants at the time of availing the electricity connection shall be examined and verified, and the findings in this regard shall be placed before the Authority for further consideration and appropriate decision.

Also, the Authority has approved the above proposal and directed do payment after examination of calculations. This decision has been taken by authority after perusal of the condition incorporated in tender for gala Allotment 2.0 regarding non-transfer of past liabilities to new allottees.

Agenda Item No. 12: Proposal for appointment of Hydraulic Expert for Water and Waste water Management at SEEPZ-SEZ.

The Authority was apprised that a qualified Hydraulics Expert has already been

engaged on a man-month basis for SEEPZ-SEZ to assess the existing water supply, sewerage, stormwater drainage, and fire-fighting systems, and to provide planning, design, and implementation support for sustainable hydraulic infrastructure upgrades in alignment with SEEPZ Vision 2.0. Accordingly, post-facto approval was sought for the said engagement.

It was informed that the scope of engagement includes system audits, hydraulic analysis, water augmentation and reuse strategies, rainwater harvesting, stormwater management, preparation of detailed project reports and designs, and support during compliance and construction stages. The engagement has been made through M/s CBRE, already on-boarded as the Strategic Advisor for SEEPZ-SEZ, in terms of the existing contractual arrangement.

The financial implication of the engagement was placed before the Authority as Rs. 2,55,000/- per month, with a total expenditure of Rs. 7,65,000/- for an initial period of three months.

Decision:

After detailed deliberation, the Authority accorded post-facto approval to the engagement of the Hydraulics Expert on a man-month basis through M/s CBRE at the financial terms placed before it.

Agenda Item No. 13.: Approval of base/ Reserve Rental in tender of gala Allotment 2.0.

The Authority was apprised that the Base / Reserve Rental for Gala Allotment 2.0 has been revised at the re-tendering stage after re-evaluation of the outcomes of the earlier cancelled tender and a review of applicable benchmarks, with a view to ensuring transparency and alignment with prevailing market conditions.

It was informed that the revision is based on a 10 percent escalation over the previously approved reserve rental of Rs. 6,500 per sq. m. per year, which works out to Rs. 7,150 per sq. m. per year, as well as an analysis of the revised reserve rentals proposed in the cancelled tender, which ranged between Rs. 7,000 and Rs. 8,000 per sq. m. per year. After due consideration of these factors, the revised Base / Reserve Rental has been fixed at Rs. 7,500 per sq. m. per year.

It was further informed that the revised Base / Reserve Rental has been duly incorporated in the tender document.

Decision:

After deliberation, the Authority approved the revision of the Base / Reserve Rental for Gala Allotment 2.0 to Rs. 7,500 per sq. m. per year and approved its incorporation in the tender.

Table Agenda Item no. 1: Reconstruction of the partly collapsed and

dilapidated compound wall near the STP Plot and Plot No. 36, strengthening of the compound wall near Plot GJ-11, and construction of a new compound wall near Gate No. 3.

The Authority was apprised that a Detailed Project Report has been prepared for reconstruction and strengthening of compound walls at the STP Plot and Plot No. 36, Plot GJ-11, and Gate No. 3, including replacement of the damaged M.S. gate, provision of razor fencing, sewer pipeline works, and other associated civil works.

It was informed that the total length of the compound wall proposed is 144 running metres and the estimated cost of the project is Rs. 1,65,32,100/- (Rupees One Crore Sixty-Five Lakh Thirty-Two Thousand One Hundred only), inclusive of contingencies and ETP charges. The scope of work includes excavation, construction of RCC and brick masonry walls, replacement of gates, provision of fencing, plastering, painting, backfilling, and site clearance. The time limit for completion of the work is three months, including the monsoon period. It was further informed that payment shall be made as per the provisions of the MOU and that release of 10 percent advance amounting to Rs. 16,53,210/- has been requested.

The Detailed Project Report was placed before the Authority for administrative approval and for approval of release of the advance payment.

Decision:

After deliberation, the Authority approved the Detailed Project Report and accorded administrative approval for execution of the work at the estimated cost placed before it, including approval for release of 10 percent advance payment as proposed.

Table Agenda Item no. 2: Progress and Action Taken – Tender for Engagement of a Project Management Consultant (PMC) with International-Standard Experience for Demolition of SDF-1 and Construction of NEST-3 at SEEPZ-SEZ, Mumbai.

The Authority was apprised that a Project Management Consultant has been proposed for the NEST-3 Construction Project at SEEPZ-SEZ, involving construction of an approximately 8,00,000 sq. ft. tower with an estimated project cost of about Rs. 300 Crore. The project includes demolition of the existing SDF-1 building and construction of a new tower to facilitate relocation of units presently operating from SDF-2, SDF-3, and SDF-4.

It was informed that the PMC is proposed to be engaged through a tender process based on the Quality-cum-Cost Based Selection method in the ratio of 70:30, open to Indian firms or joint ventures having international experience, with all works to be executed through Indian contractors. The engagement of a PMC with international-level expertise was justified in view of the complexity of the redevelopment within a live SEZ environment, requiring strict adherence to quality,

safety, and timeline parameters, in compliance with the General Financial Rules, 2017 and applicable procurement guidelines. The Authority was further apprised that in-principle approval has been granted by the Ministry of Commerce and Industry, the proposal is under consideration with DPIIT and the Department of Expenditure, and the tender document has been prepared and floated.

Decision:

After detailed deliberation, the Authority approved the proposal for engagement of a Project Management Consultant for the NEST-3 Construction Project. The Authority further directed that a committee comprising 5 to 6 members shall be constituted, including representatives of SGJMA and SEEMA, to ensure their active participation and to provide constructive suggestions during planning as well as selection of PMC and during the implementation of the project.

Other Points Discussed:

1. The Authority directed that this office shall engage a permanent agency to provide a long-term and sustainable solution to the structural issues observed in the Gems and Jewellery Complex. Simultaneously, the Authority decided that the unit holders of Gems and Jewellery Complex-II may be informed to undertake renovation works of the building at their own cost, and that they shall be eligible to claim reimbursement of two-thirds of the expenditure incurred from this office, in accordance with the provisions approved by the Authority in its 64th Meeting.
2. The Authority directed the Technical Cell (Electrical) to carry out a comprehensive baseline survey of all buildings, with particular emphasis on the inspection of electrical rooms and associated cable lines with photographs and with mission mode all electrical boxes and rooms should be replace , repair to avoid any accidents.The Technical Cell was further instructed to assess the existing condition of electrical installations, identify deficiencies or safety concerns, and prepare a detailed estimate for the necessary repair, replacement, and improvement works.

The meeting concluded with vote of thanks to the chair.

(ज्ञानेश्वर बी. पाटील,)

Digitally signed by
Dhyaneswar Bhaichandra Patil
Date: 03-01-2026 06:30:04
साईज-सईज

दिनांक 24.12.2025 के 75 वीं प्राधिकरण बैठक की कार्यवाही रिपोर्ट।

ACTION TAKEN REPORT OF 75TH AUTHORITY MEETING DATED 24.12.2025

Sr. No.	Name of Proposal	Decision	Action Taken
Finance (Account & Procurement) Division			
01	(A) (a & b):- Monthly Statement expenditure incurred through Imprest (a) For the Month of July, August & September, 2025 (b) For the Month of October & November, 2025	After Deliberation, Authority approved the said proposal.	Noted
02	Administrative approval is sought for the recurring expenditure incurred on providing refreshments during various meetings (Authority, TEC and other Meetings) and for hosting official guest of the Authority.	After deliberation, the Authority approved the proposal and directed that refreshment bills up to ₹50,000 may be booked under the Imprest Account as per delegation of financial power with condition that expenditure account will be put up post facto for perusal in authority meeting.	Noted
03	Consideration and approval of the Committee Report on provisional payment to M/s. KRAN-SRIT Consortium towards:	The Authority examined the Committee's recommendations and approved the Committee Report. Accordingly, the Authority accorded approval for release of E-FNC/69/2022-EO I/114458/2026 payments to M/s KRAN-SRIT Consortium towards Operations & Maintenance (O&M) Support amounting to ₹1.34 crore and Change Request (CR) payments up to ₹52.50 lakh, in accordance with the methodology and conditions recommended by the Committee and within the approved contractual limits. The Authority also agreed to fix 01.12.2025 as the	Payment has been disbursed on 20.01.2026

		complete Go-Live date for the RISE-ERP project, as recommended by the Committee.	
04	Post-facto approval is sought for the expenditure incurred towards 100% advance payment for supply and installation of stands for Supreme Face detection Devices at the SEEPZ Gates. The procurement and installation were undertaken to enhance security and streamline access control within the SEEPZ premises.	After detailed deliberations, the Authority accorded post-facto approval to the expenditure incurred towards the supply and installation of stands for Supreme Face Detection Devices at the SEEPZ gates, including the 100% advance payment of ₹1,95,000/- made to M/s CSC e-Governance Services India Ltd. on 15.10.2025. The Authority observed that the action was taken in view of urgent security requirements and, accordingly, the expenditure incurred was ratified and approved.	Noted
05	Approval for execution of a Tripartite Memorandum of Understanding (MoU) among SEEPZ Special Economic Zone Authority, Stree Mukti Sanghatana (SMS) and Sphoorti Mahila Audogik Sahakari Sanstha Maryadit (SPHOORTI) for operation and management of the Crèche facility at E-FNC/69/2022-EO I/114458/2026 SEEPZ Special Economic Zone.	After detailed deliberation, the Authority took note of the execution of the Tripartite Memorandum of Understanding and accorded its approval to the same	Noted
06	Approval for construction Quarters at SEEPZ-SEZ, Mumbai (Stilt +11 Floors Residential towers with 88 flats)	After detailed deliberations, the Authority approved the proposal for construction of the Stilt + 11 Floors Residential Tower at SEEPZ-SEZ at the estimated project cost as placed before it. The Authority further directed that a meeting with SGJMA and SEEMA shall be convened to ensure their active participation	We have taken from SGJMA and SEEMA for requirement of flat accordingly as per approved Estimate tender has been floated for construction

		<p>in matters relating to the staff quarters. It was also decided that the residential quarters shall E-FNC/69/2022-EO I/114458/2026 be allotted exclusively to industrial units operating in SEEPZ-SEZ, in accordance with the policy and terms and conditions to be finalized separately. The above directions were noted for compliance and further necessary action. Further, The Authority was informed that the demand for residential quarters was sought from SGJMA and SEEMA only with the objective of ascertaining whether the industrial units were interested in availing residential quarters in SEEPZ-SEZ. It was clarified that the exercise was undertaken merely to assess the level of interest and requirement, and not for allotment purposes at this stage. In response, SGJMA and SEEMA have furnished the demand details indicating their interest in SEEPZ residential quarters, which was noted by the Authority for information and future planning.</p>	<p>of staff Quarters. The final letter of acceptance is in the process</p>
07	<p>Post- facto approval of the water supply rate finalized and being charged to the units/ plot holders within the SEEPZ-SEZ premise, consequent upon takeover of the water supply system from the Maharashtra Industrial Development Corporation (MIDC).</p>	<p>After detailed deliberation, the Authority took note of the proposal and clarified that the revised water supply rate of Rs. 124 per cubic meter is not final and may be revised further, if required. The Authority also instructed that any additional pipelines or allied</p>	<p>Noted</p>

		<p>infrastructure, wherever necessary, shall be installed to ensure efficient and uninterrupted water supply. The Authority further clarified that the water losses at present are high and directed that necessary measures be taken to assess, control, and recover such water losses.</p>	
08	<p>Hiring of project Management Consultant (PMC) for construction of Internal roads with Cable Ducts, Street Lighting, Foot paths, and Two-Lane Roads within SEEPZ-SEZ Premises.</p>	<p>After detailed deliberation, the Authority approved the proposal for hiring a Project Management Consultant (PMC) for construction and upgradation of internal roads within the SEEPZ-SEZ premises, including provision of cable ducts, street lighting, footpaths, and two-lane roads. The Authority observed that engagement of a PMC is essential to ensure proper planning, transparent tendering, effective supervision, quality control, and timely completion of the works. The Authority further directed that the PMC shall be engaged in accordance with applicable procurement guidelines and that the execution of the works shall be carried out as per approved specifications and estimates.</p>	<p>Tender for the appointment of permanent agency has been floated on date 27.02.2026. No bidder has bid for the tender and the tender is re floated on 23.03.2026.</p>
09	<p>Approval of payment of honorarium and related facilities to the members of the Expert Committee constituted for formulation of a Renewal Policy for Renewal of sublease of plots/Galas for 30,95 and 99 years in SEEPZ Special Economics Zone Estate.</p>	<p>After deliberation, the Authority took note and approved the proposal with revise honorarium structure and facilities as placed before it.</p>	<p>Noted</p>

10	Proposal to constitute two separate panels of advocates, for the matter pertaining to SEEPZ-SEZ Authority.	After deliberation, the Authority directed that a comprehensive and detailed proposal be placed before the Authority in the next meeting, clearly outlining the proposed fee and rate structure, complete terms and conditions of empanelment, and the detailed composition of the panels, including clear identification of advocates to be empaneled under Panel A and Panel B. The Authority further directed that the prevailing practices adopted by other comparable organizations in operating legal panels be examined with the constitution and operation of such panels, prior to submission of the final proposal for consideration.	The terms and conditions have been forwarded to advisory committee for perusal.
11	Approval for payment of the principal amount of outstanding electricity dues in respect of units allotted to new allottees, where such dues pertain to unpaid electricity bills of previous occupants, and for regularization of legacy cases in line with the policy incorporated in Tender for Gala Allotment 2.0.	After detailed deliberation, the Authority directed that the interest amounts indicated in the agenda in respect of the outstanding electricity dues shall be rechecked and reconfirmed with M/s Adani Electricity Mumbai Ltd. The Authority further clarified that only the principal amount of the outstanding electricity dues pertaining to the period of the previous occupants shall be paid by the SEEPZ-SEZ Authority and that no interest liability shall be borne by the Authority. The Authority also directed that the electricity security deposits paid by the	Has written a letter on 30.12.2025 to M/s. Adani Electricity Mumbai Limited that principal amount of outstanding electricity dues shall be paid by SEEPZ-SEZ. However, penalty, interest, etc. on the principle will be recovered from the auction of goods of the defaulters.

		<p>previous occupants at the time of availing the electricity connection shall be examined and verified, and the findings in this regard shall be placed before the Authority for further consideration and appropriate decision. Also, the Authority has approved the above proposal and directed do payment after examination of calculations. This decision has been taken by authority after perusal of the condition incorporated in tender for gala Allotment 2.0 regarding no transfer of past liabilities to new allottees.</p>	<p>In this regard Adani has been asked to give their consent.</p> <p>In response M/s. Adani Electricity Mumbai Ltd has informed that, payment of the principal outstanding electricity dues for CA No. 600005000 (M/s Moksh Ornaments) and CA No. 102701528 (M/s Beautiful Jewellery) in line with SEZ Authority's decision dated 30.12.2025. The DPC, IOA, and other charges will be recovered from auction proceeds of defaulters' goods.</p>
12	Proposal for appointment of Hydraulic Expert for Water and Waste water Management at SEEPZ-SEZ	After detailed deliberation, the Authority accorded post-facto approval to the engagement of the Hydraulics Expert on a man-month basis through M/s CBRE at the financial terms placed before it.	The Hydraulic Expert appointed through PMU, M/s CBRE
13	Approval of base/ Reserve Rental in tender of gala Allotment 2.0.	After deliberation, the Authority approved the	The base price has

		revision of the Base / Reserve Rental for Gala Allotment 2.0 to Rs. 7,500 per sq. m. per year and approved its incorporation in the tender.	been implemented in the tender floated dated 20.01.2026
Table Agend a Item no. 1	Reconstruction of the partly collapsed and E-FNC/69/2022-EO I/114458/2026 dilapidated compound wall near the STP Plot and Plot No. 36, strengthening of the compound wall near Plot GJ-11, and construction of a new compound wall near Gate No. 3.	After deliberation, the Authority approved the Detailed Project Report and accorded administrative approval for execution of the work at the estimated cost placed before it, including approval for release of 10 percent advance payment as proposed.	An amount of Rs. 16,63,210/- (10%) has been remitted to MIDC on 30.01.2026. MIDC has initiated the proposal for technical sanction, and the tendering process is under progress.
Table Agend a Item no. 2	Progress and Action Taken - Tender for Engagement of a Project Management Consultant (PMC) with International Standard Experience for Demolition of SDF-1 and Construction of NEST-3 at SEEPZ-SEZ, Mumbai.	After detailed deliberation, the Authority approved the proposal for engagement of a Project Management Consultant for the NEST-3 Construction Project. The Authority further directed that a committee comprising 5 to 6 members shall be constituted, including representatives of SGJMA and SEEMA, to ensure their active participation and to provide constructive suggestions during planning as well as selection of PMC and during the implementation of the project.	M/s. Tata consulting Engineers Ltd. (TCE) has been appointed as PMC and work order has been issued on dated 12.03.2026.
	Other Points Discussed:	1. The Authority directed that this office shall engage a permanent agency to provide a long-term and sustainable solution to the structural issues	Tender for the appointment of permanent agency has been floated on date 27.02.2026.

		<p>observed in the Gems and Jewellery Complex. Simultaneously, the Authority decided that the unit holders of Gems and Jewellery Complex-II may be informed to undertake renovation works of the building at their own cost, and that they shall be eligible to claim reimbursement of two-thirds of the expenditure incurred from this office, in accordance with the provisions approved by the Authority in its 64th Meeting.</p>	<p>No bidder has bid for the tender and the tender is re floated on 23.03.2026.</p> <p>Further, with regard to the renovation of Gems & Jewellery Complex-II by the unit holders at their own cost, it is submitted that no proposals have been received from the concerned unit holders till date.</p>
		<p>2. The Authority directed the Technical Cell (Electrical) to carry out a comprehensive baseline survey of all buildings, with particular emphasis on the inspection of electrical rooms and associated cable lines with photographs and with mission mode all electrical boxes and rooms should be replace , repair to avoid any accidents. The Technical Cell was further instructed to assess the existing condition</p>	<p>Inspection report and estimate from technical cell (Electrical) is attached.</p>

		of electrical installations, identify deficiencies or safety concerns, and prepare a detailed estimate for the necessary repair, replacement, and improvement works.	
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NOTE

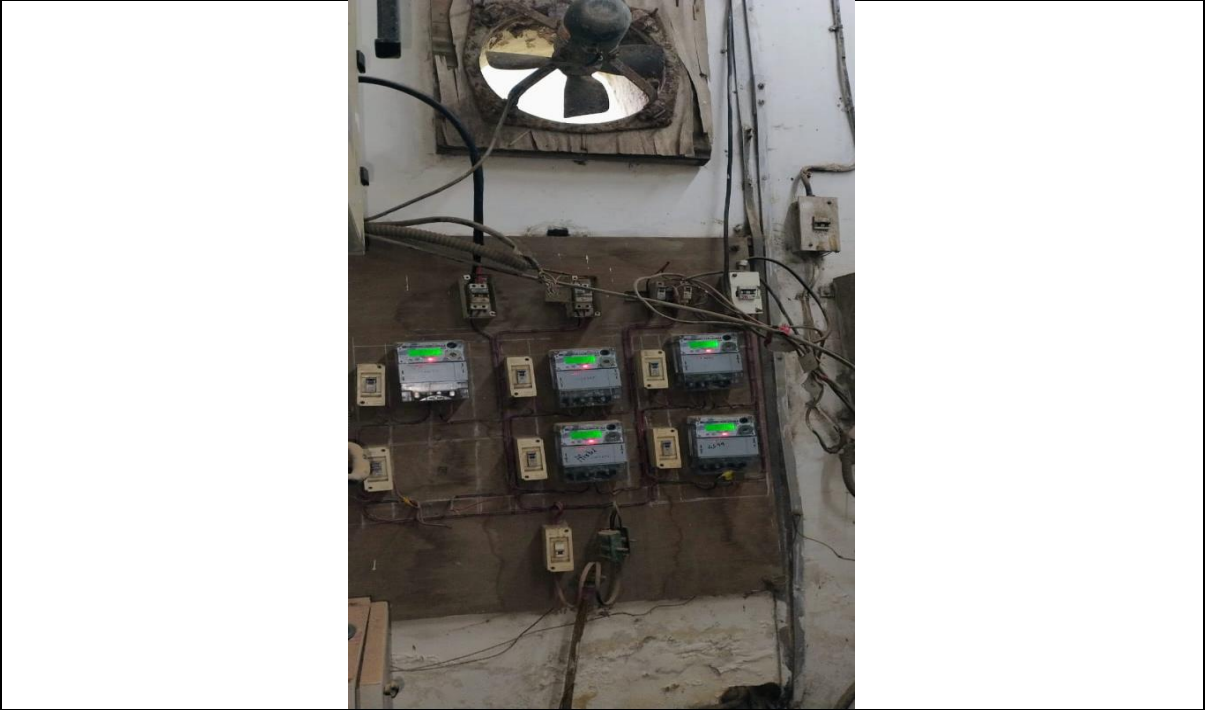
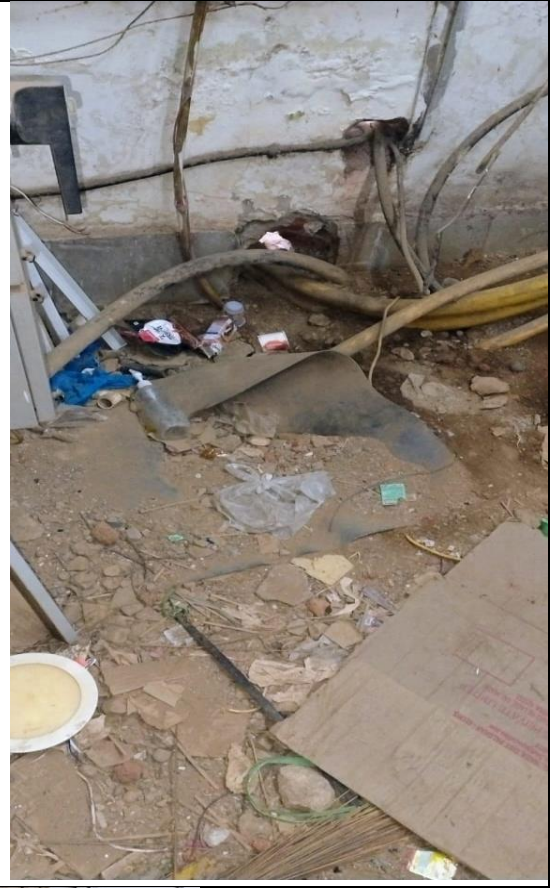
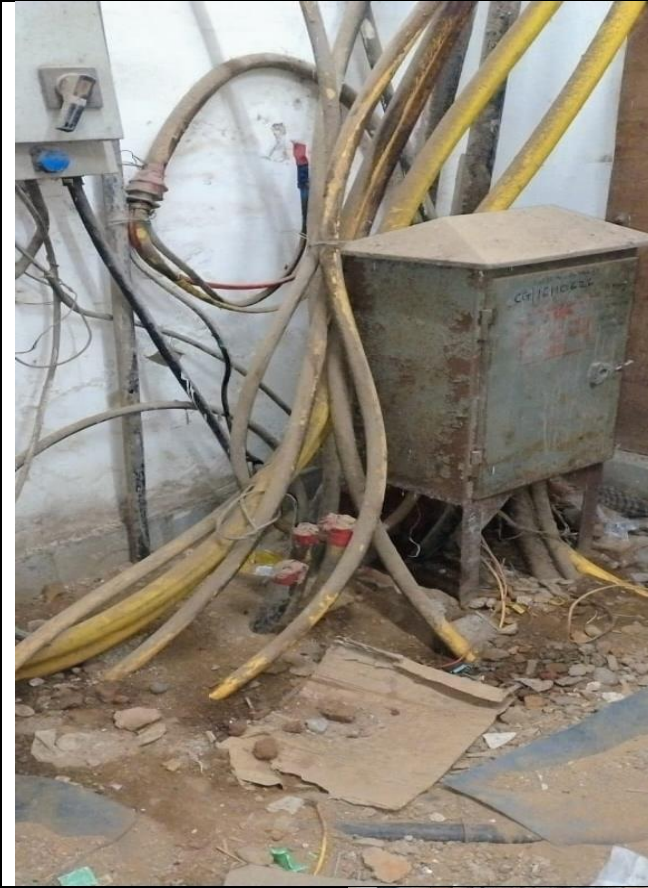
SUBJECT:- INSPECTION OF ELECTRICAL ROOM.

Inspection was carried out by Technical Cell (Electrical) of Electrical Rooms of SDF-I to SDF-VI and G&J Complex-I,II & III on to verify the compliance of safety norms and statutory requirement as per Indian Electricity Rules-2003. Observations are as follows:

SDF – I:

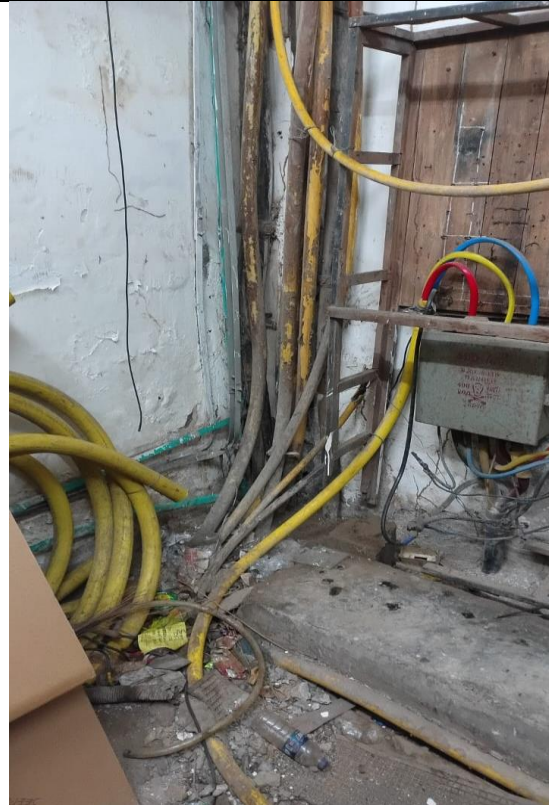
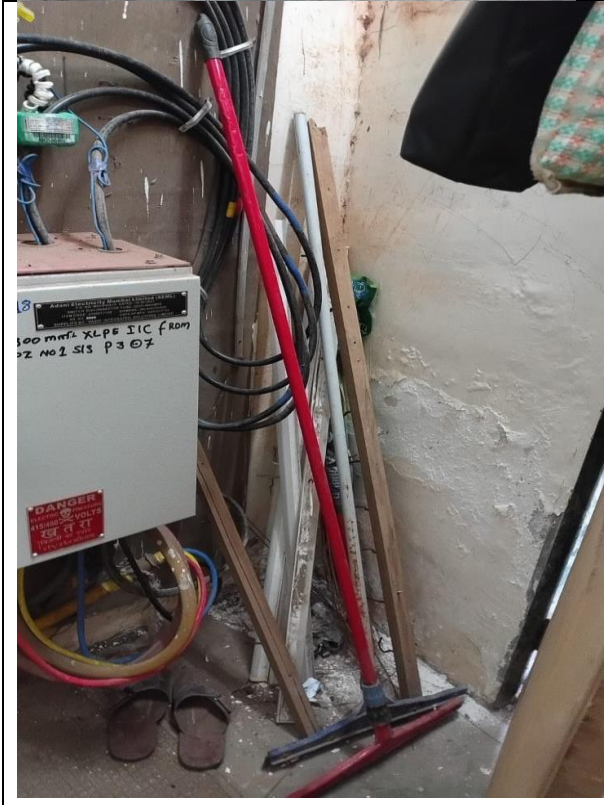
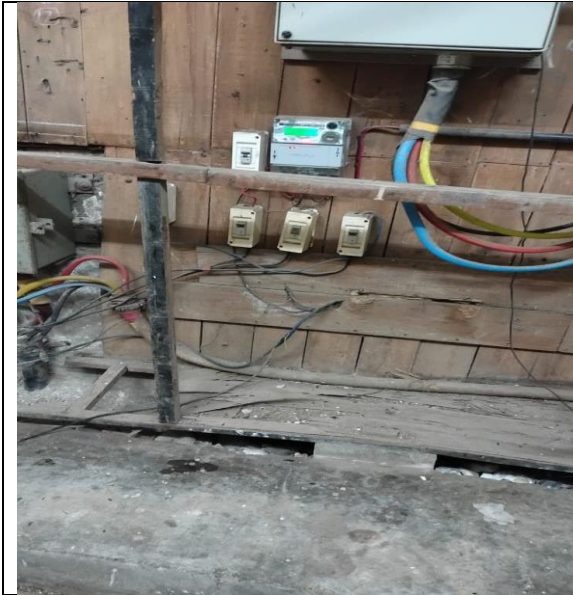
Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-I (Front Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower.	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the	2,000/-

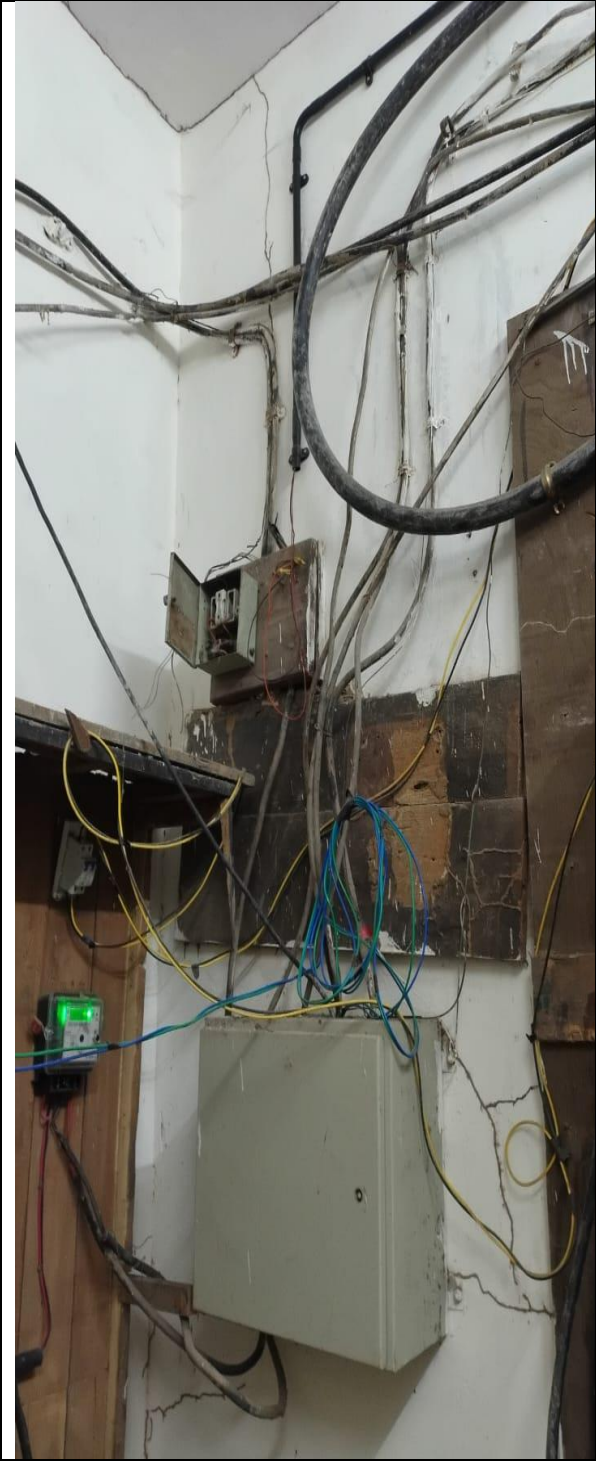
			electrical room to ensure safe working conditions and avoid overheating of equipment.	
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram (SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total:				1,73,500/-



Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-I (Back Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-

13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
15.		Flooring Finishing	Cement and concreting work is required	15,000/-
Total				1,88,500/-

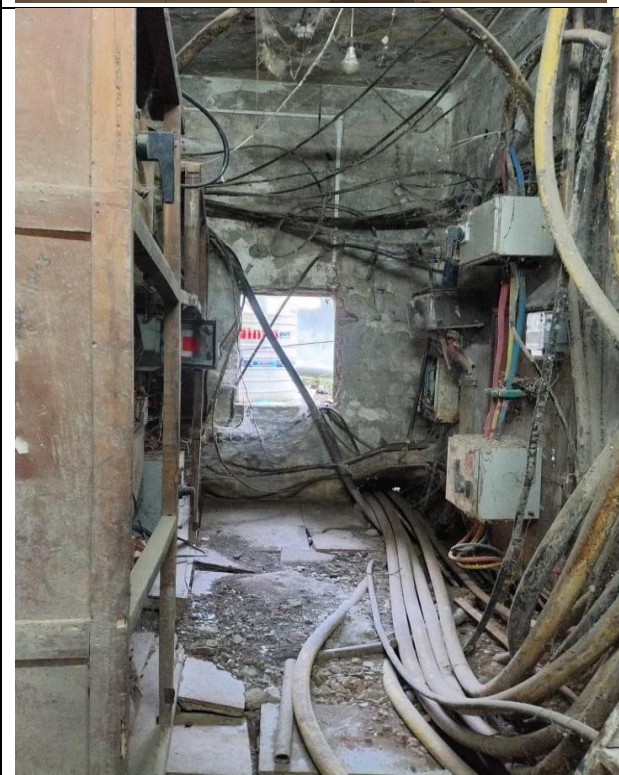
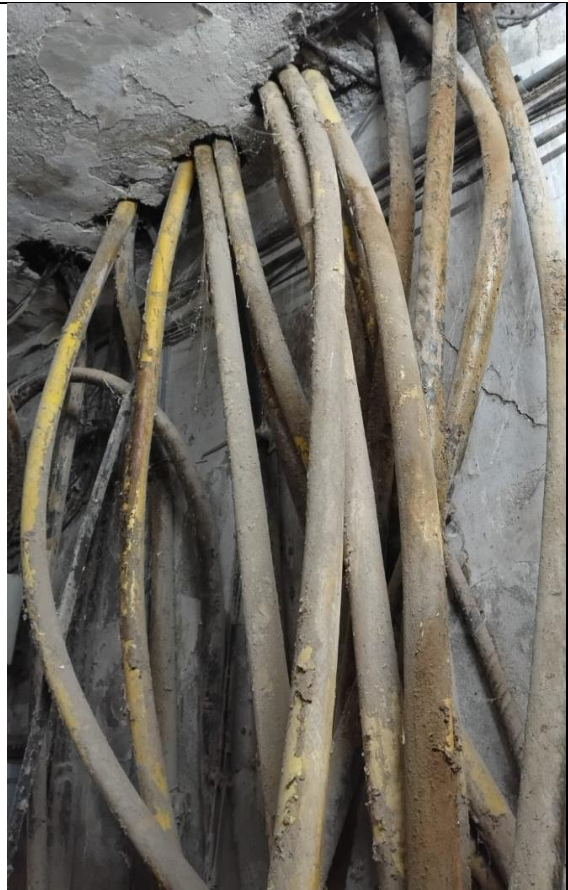




SDF-II :

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-II (Front Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-

10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
15.		Flooring Finishing	Cement and concreting work is required	15,000/-
16.		Wall Plastering and POP is Required	Scrubbing of wall is required	15,000/-
Total				2,03,500/-

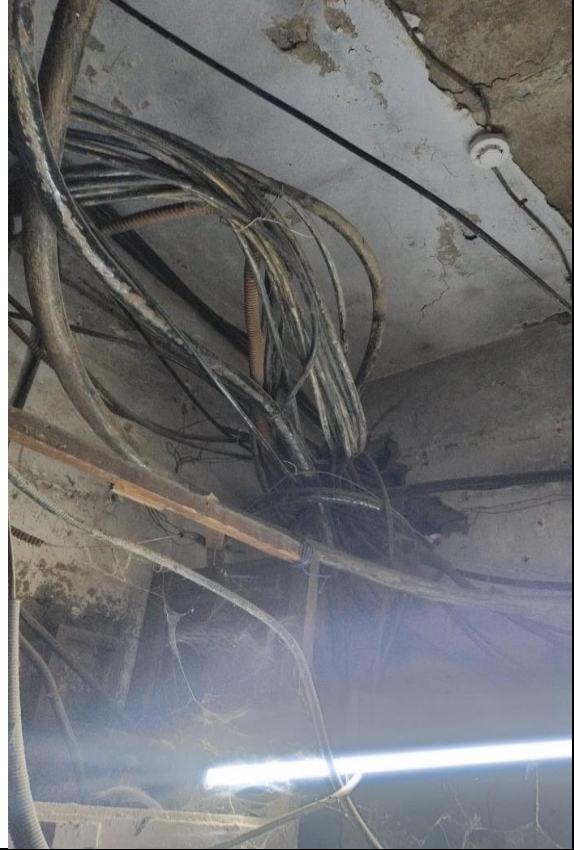
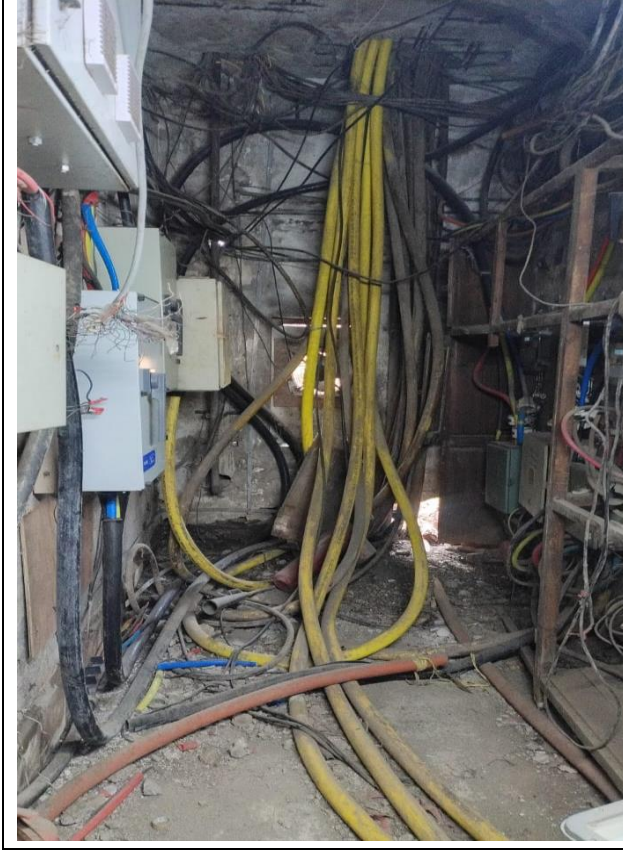


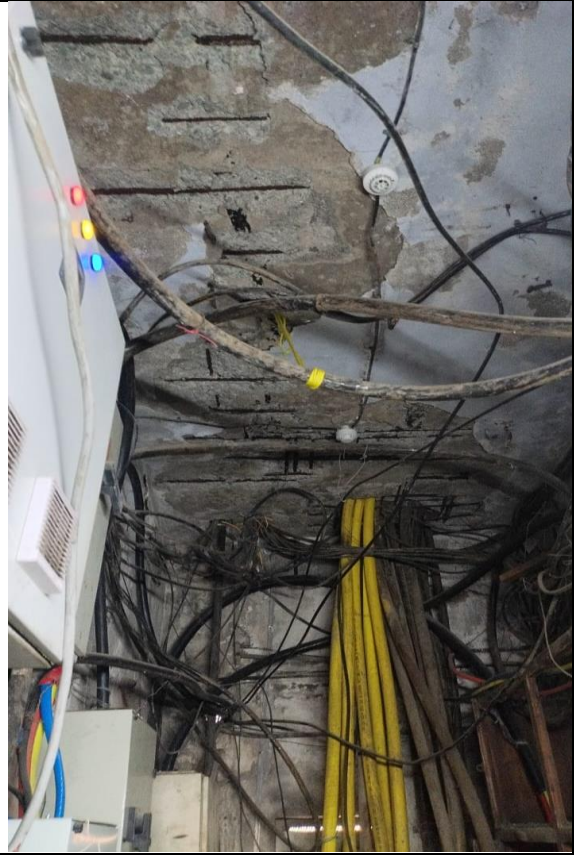
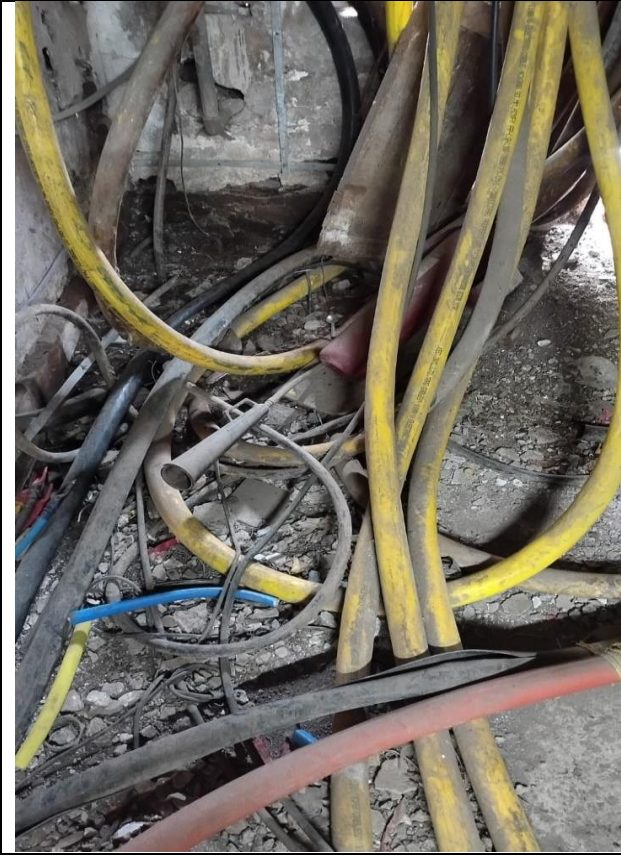


Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-II (Back Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-

6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept nera the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
15.		Flooring Finishing	Cement and concreting work is required	15,000/-

16.	Wall Plastering and POP is Required	Scrubbing of wall is required	15,000/-
Total			2,03,500/-





SDF- III :

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-III (Front Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA

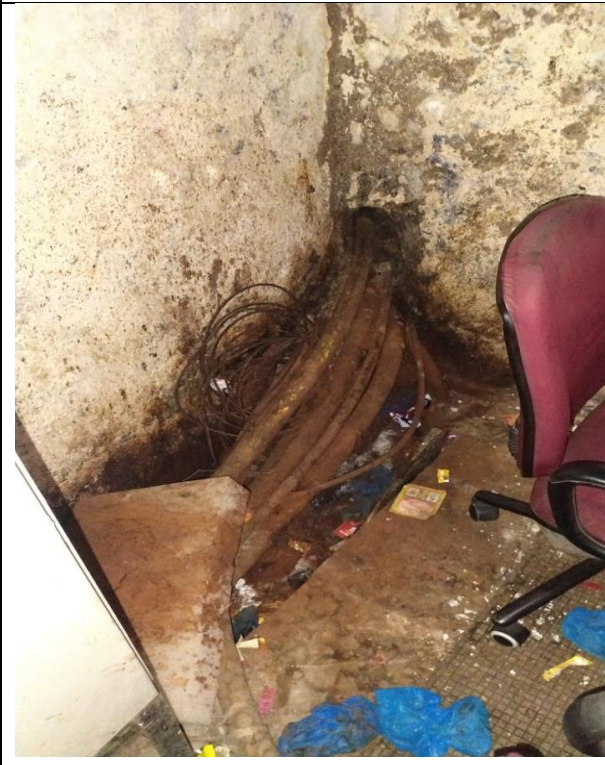
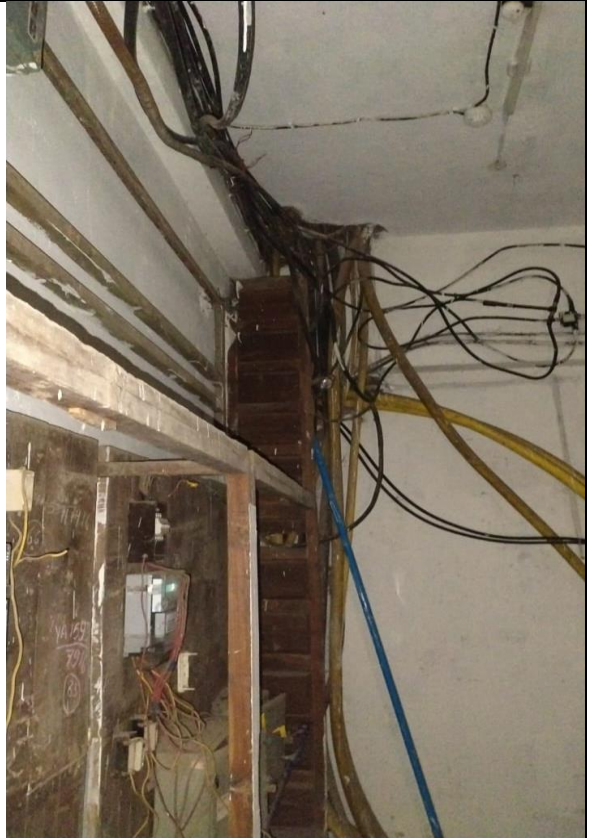
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-





Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-III(Back Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-

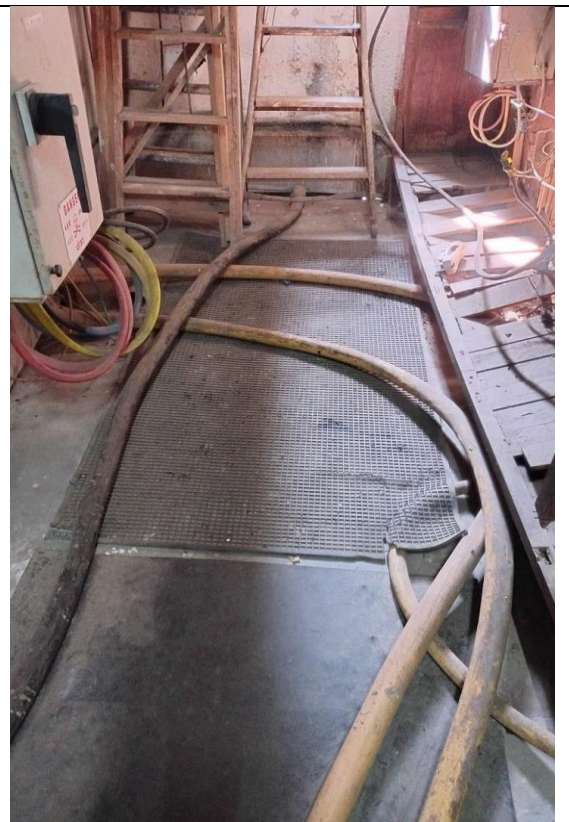
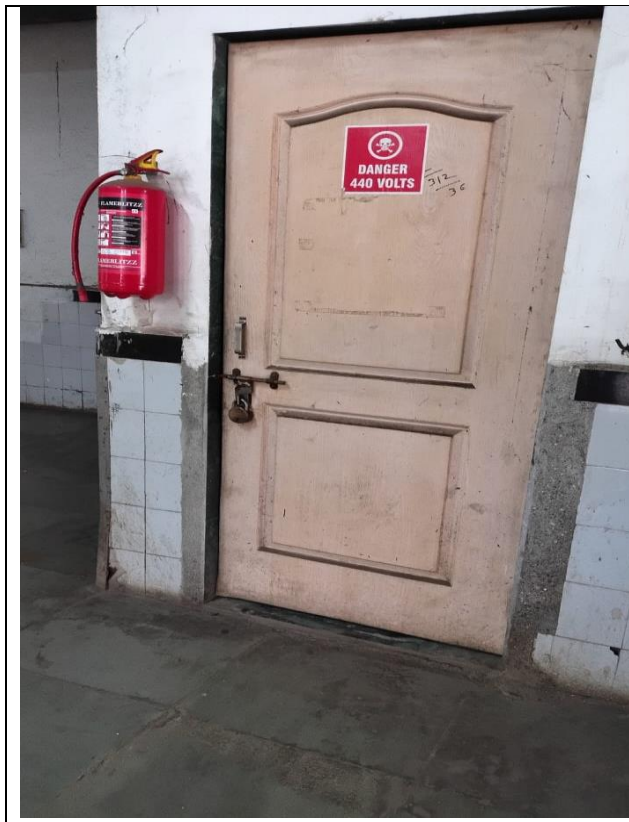
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-



SDF- IV :

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-IV(Front Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in	NA

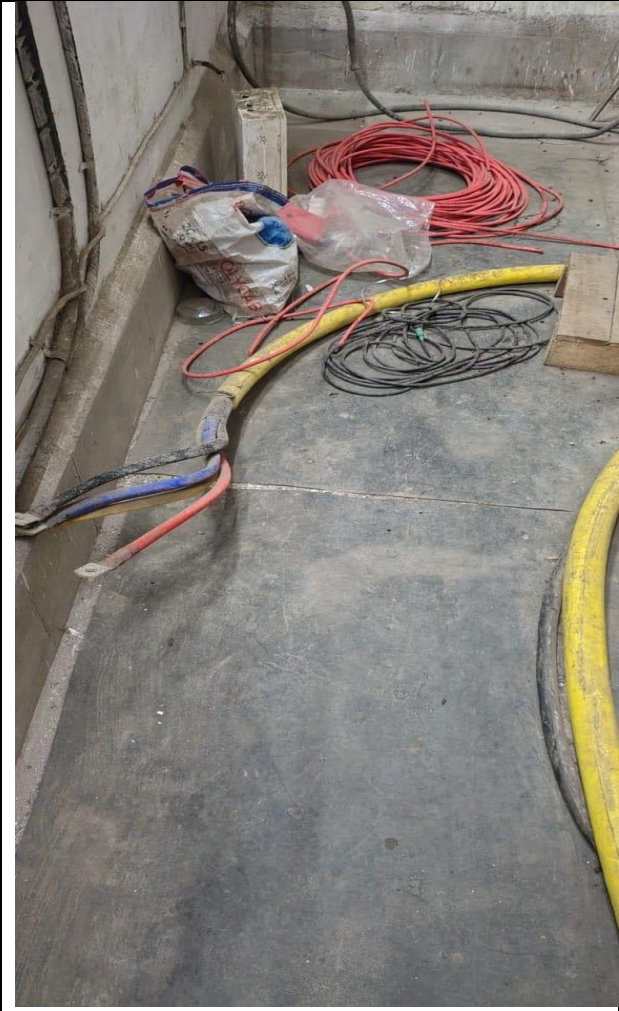
			front of panels as per IE Rules / CEA Regulations	
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-





Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-IV(Back Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and	5,000/-

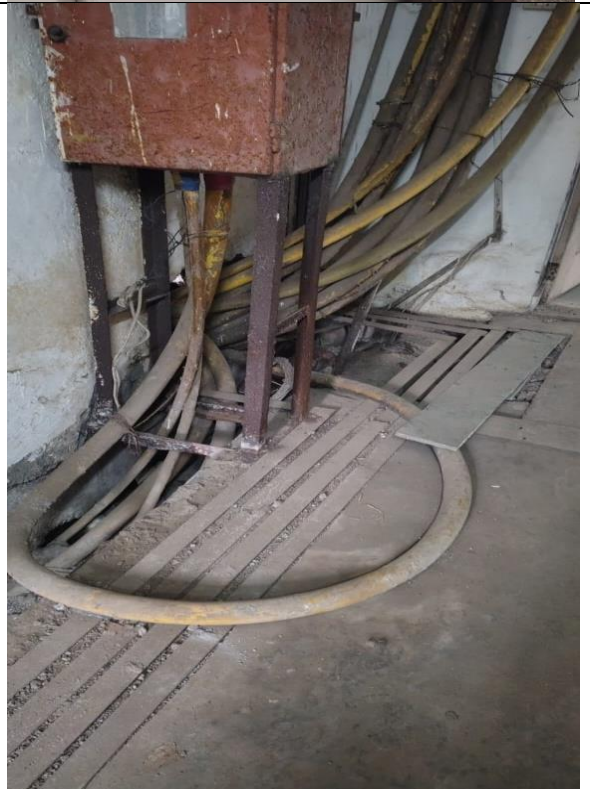
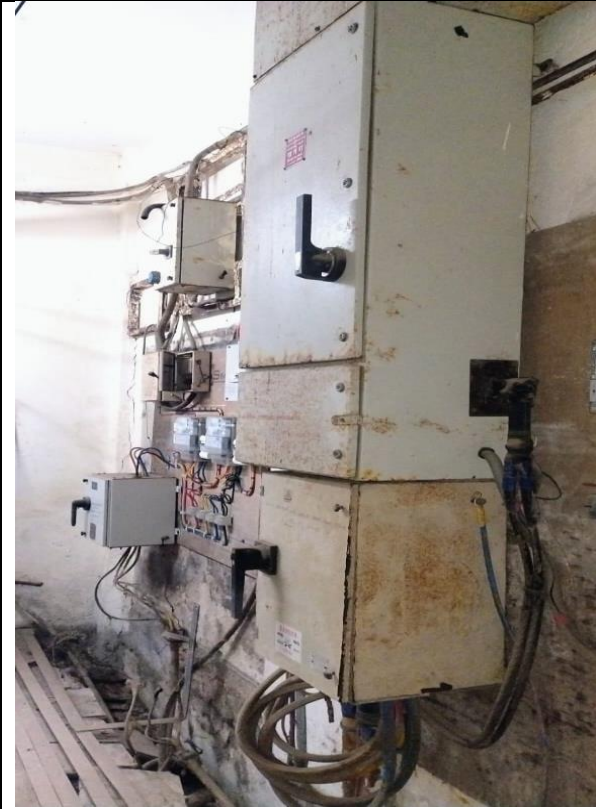
			continuity of earthing for all panels, equipment, and cable trays.	
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-



SDF- V :

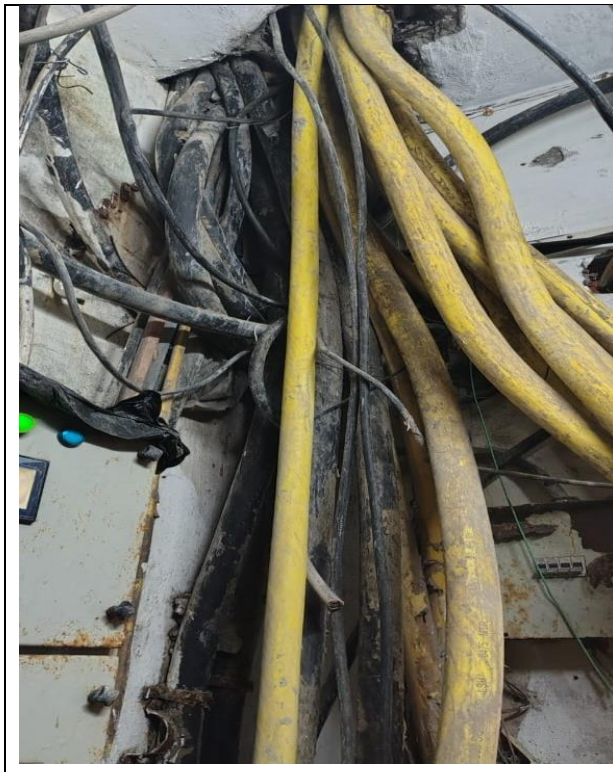
Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-V(Front Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in	NA

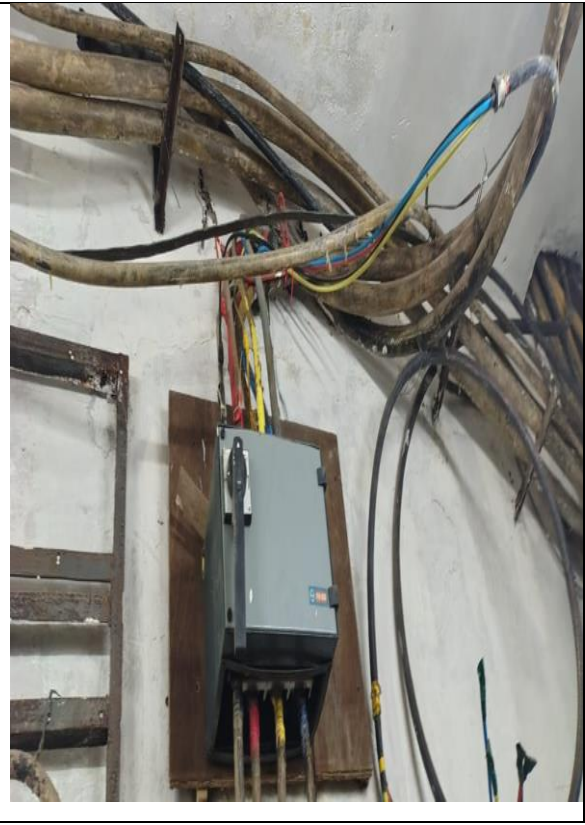
			front of panels as per IE Rules / CEA Regulations	
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
15.		Flooring Finishing	Cement and concreting work is required	15,000/-
16.		Wall Plastering and POP is Required	Scrubbing of wall is required	15,000/-
Total				2,03,500/-



Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-V(Back Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning	1,40,000/-

			protection system and its integration with the earthing network.	
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-





SDF- VI :

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-VI(Front Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA

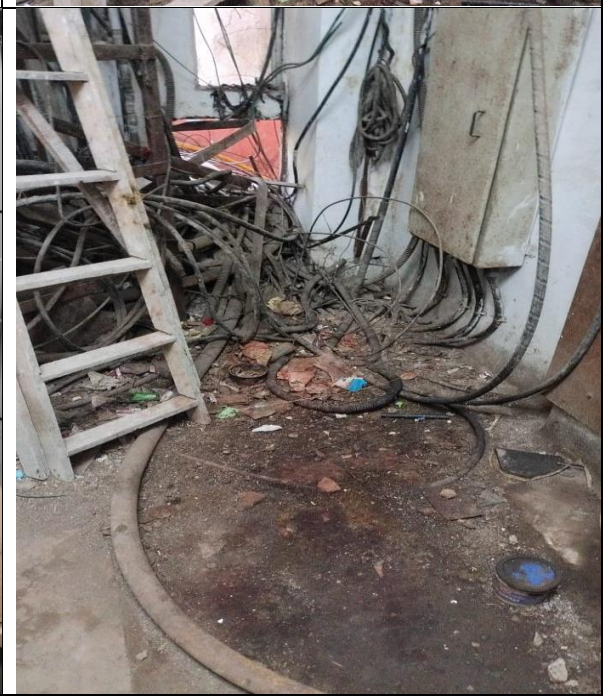
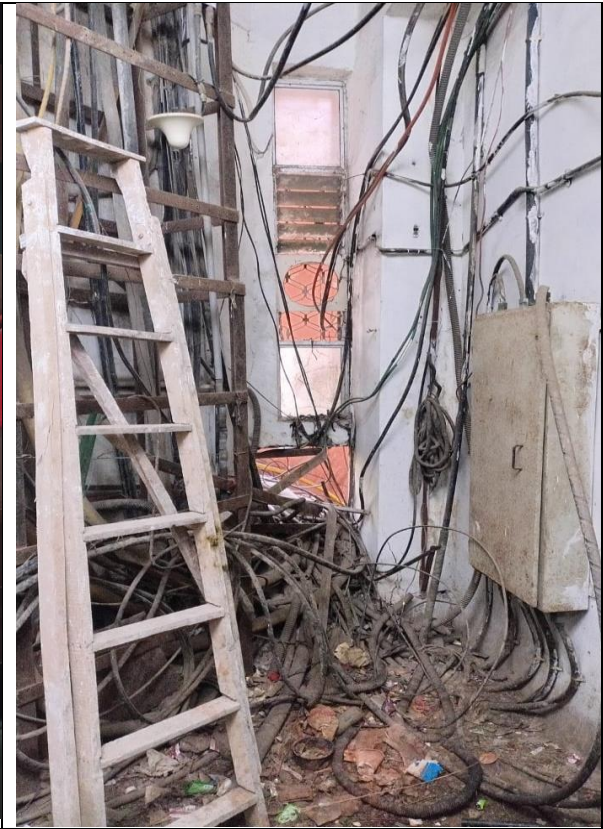
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-





Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	SDF-VI(Back Side of the building)	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth	5,000/-

			pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,73,500/-



G&J Complex-I building :

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure sfety to the working personnel against any Electrical Shock	5,000/-
2		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
3		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
4		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
5		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
6		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
7		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
8		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
9		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-

10		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
11		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
Total				1,56,500/-

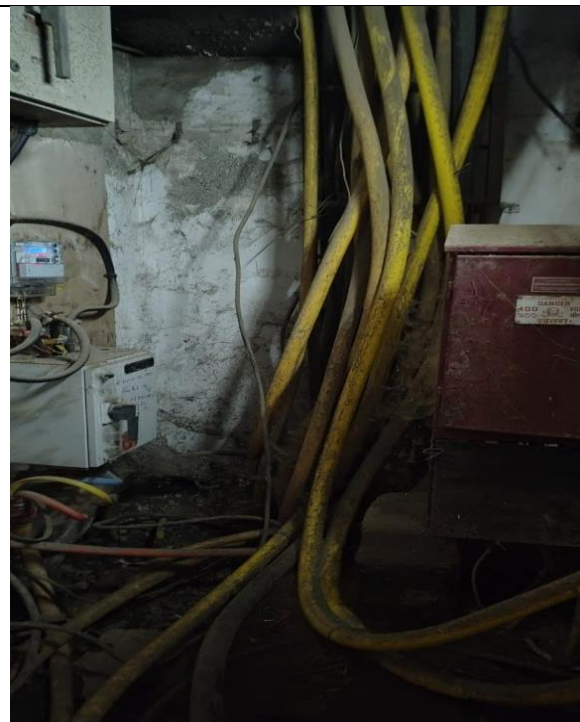
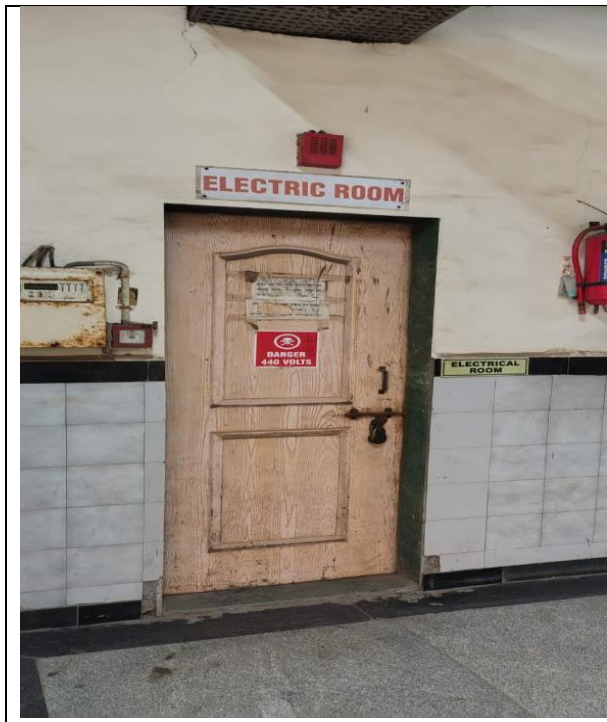


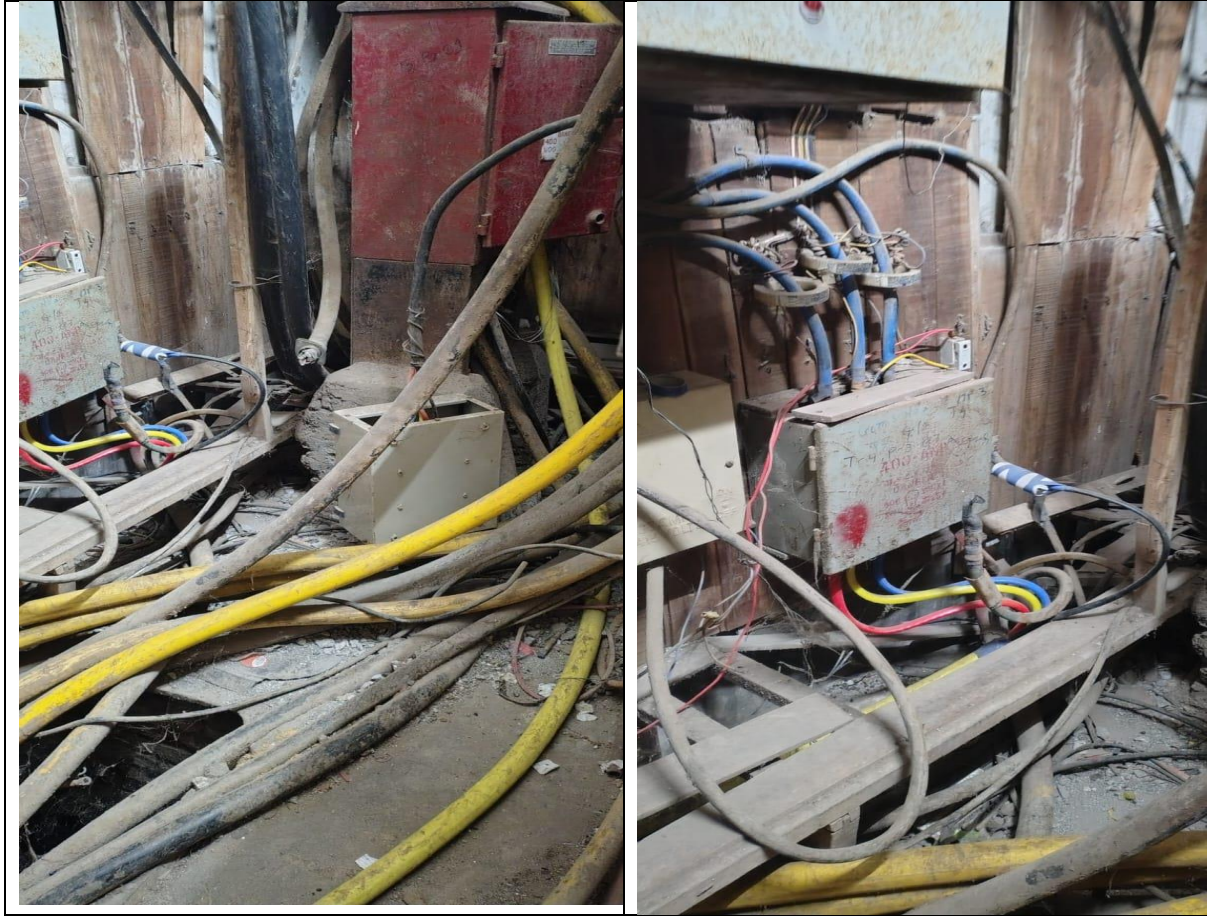
G&J Complex-II building :

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	G&J Complex-II building	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-

3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure safety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-
6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labelling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and	1,000/-

			updating as per actual site conditions.	
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA
15.		Flooring Finishing	Cement and concreting work is required	15,000/-
16.		Wall Plastering and POP is Required	Scrubbing of wall is required	15,000/-
Total				2,03,500/-



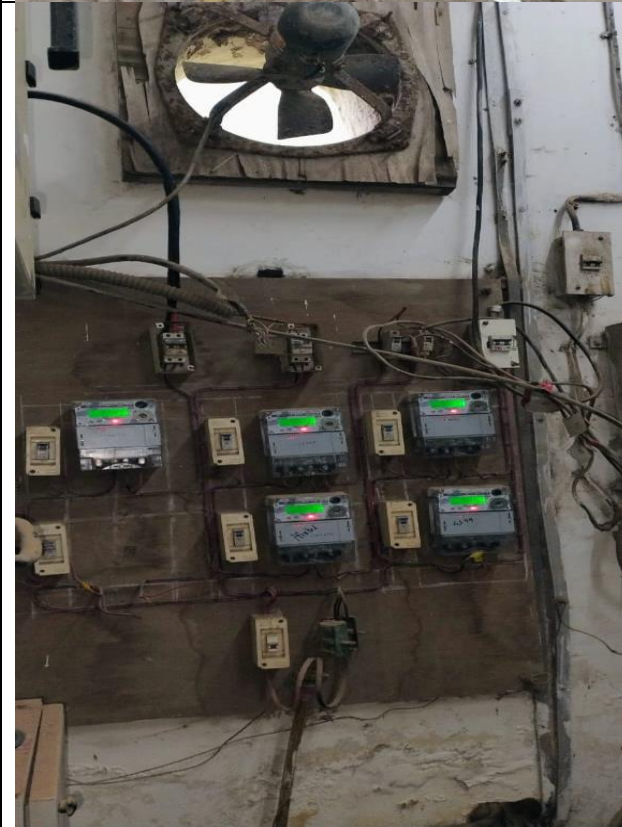
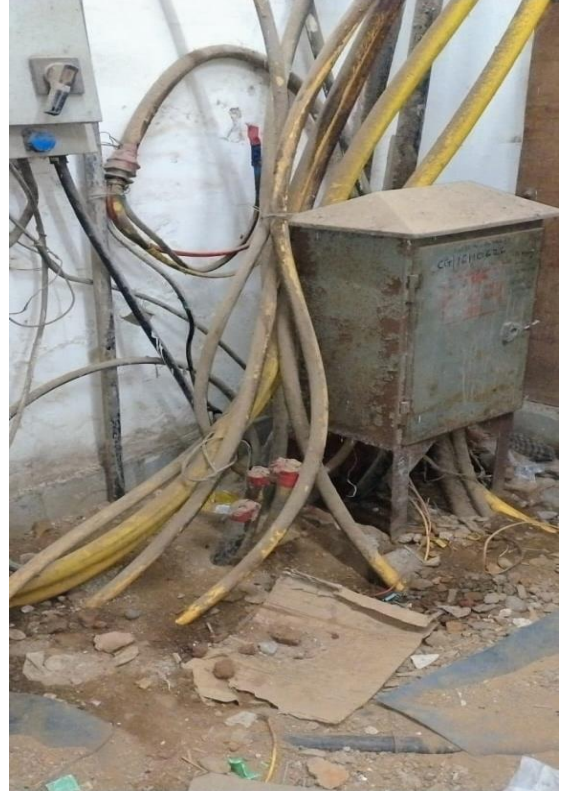


G&J Complex-III building:

Sr.No	LOCATION	ITEMS CHECKED	OBSERVATIONS	Estimated Cost In Rs.
1	G&J Complex-III building	Cleaning	Electrical Room is required to be cleaned by removing debris/unwanted material	5,000/-
2		Extra Panel	Redundant Panel to be removed	2,000/-
3		Insulation Mat	Rubber Mat(Rated for 11KV) to be laid on the floor to ensure sfety to the working personnel against any Electrical Shock	5,000/-
4		Name Plate	Identification Name Plate to be fixed on the Energy Meter belonging to the respective Stack holders	500/-
5		Wall Opening	Opening on the wall of the room to be closed to prevent the ingress of water during rain shower	10,000/-

6		Shock Treatment chart	Shock treatment chart to be displayed inside the room which is mandatory requirement as per Indian Electricity Act-2003	1,000/-
7		Earthing system	Verification of earthing system, including earth pits, earth resistance values, and continuity of earthing for all panels, equipment, and cable trays.	5,000/-
8		Danger Plate/danger Sign	Verification of proper labeling, danger notices, and warning signage as per IS standards.	500/-
9		Illumination Level	Checking ventilation and illumination inside the electrical room to ensure safe working conditions and avoid overheating of equipment.	2,000/-
10		Adequacy of working space	Verification of panel clearances, access space, and working distances in front of panels as per IE Rules / CEA Regulations	NA
11		Lightning Protection	Inspection of condition and health of lightning protection system and its integration with the earthing network.	1,40,000/-
12		Single Line Diagram(SLD)	Review of single line diagram (SLD) for correctness, display, and updating as per actual site conditions.	1,000/-
13		Fire Protection	Fire bucket filled with sand and fire fighting cylinder to be kept near the room	1,500/-
14s		Unauthorised Entry	Inspection of housekeeping practices and access control to restrict entry of unauthorized personnel into the electrical room.	NA


15.		Flooring Finishing	Cement and concreting work is required	15,000/-
16.		Wall Plastering and POP is Required	Scrubbing of wall is required	15,000/-
Total				2,03,500/-

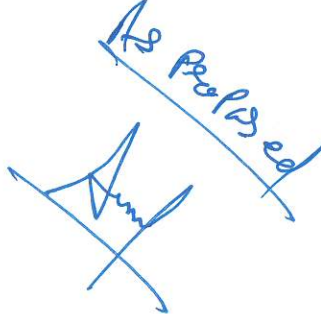


The estimated cost of the above work comes out to Rs. 27,50,500/-

It is proposed to carry out an Electrical Safety and Energy Audit of the Electrical Rooms of the Industrial Building through a BEE/EESL -Certified Energy Auditor, in line with the provisions of the Energy Conservation Act, 2001.

The Bureau of Energy Efficiency (BEE) and Energy Efficiency Services Ltd EESL functions under the Ministry of Power, Government of India, and the audit shall be conducted by a BEE/EESL-empanelled / certified agency to assess electrical safety, energy efficiency, statutory compliance, and to recommend corrective measures for safe and efficient operation.


(Jr. Electrical Eng.)


As Proposed

Finance Division

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY,
MUMBAI**

AGENDA ITEM NO. 01

A. Proposal:

Monthly Statement Expenditure incurred through Imprest.

B. Relevant provision of SEZ Act, 2005 and Rules

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

C. Other Information:

As per the Minutes of 65th Authority meeting held on 07.02.2024, Agenda Item no. 02, wherein it was directed to submit monthly statement expenditure incurred through Imprest before the Authority meeting. The following are the expenses incurred in the months of December 2025, January 2026 & February 2026. (Copy enclosed)

Sr No.	Date	Description	Amount (Rs.)
1	01.12.2025	Flower Bouquet for Minister Meeting	6000.00
2	01.12.2025	Airtel Air fiber, Jio Recharge for DC Sir Residence	10621.00
3	01.12.2025	Router and Router Installation at DC residence & Seat Charges of Indigo of DC Sir	5506.00
4	02.12.2025	Stamp Paper Purchase for Office work	1000.00
5	02.12.2025	Vehicle Inspection Mirror replacement	900.00
6	08.12.2025	Office Towels washing (Laundry) Expenses	220.00
7	09.12.2025	Flower Bouquet for SEEPZ Office	1400.00
8	11.12.2025	IRCTC Ticket booking of DC sir from Mumbai to Bhuj	23890.00
9	12.12.2025	DC Sir Mobile Recharge	883.82
10	12.12.2025	Imprest Mobile Recharge	411.82
11	15.12.2025	Shri Aman Sharma, ADC Estate- Traveling Expenses to CBI BKC	171.00
12	15.12.2025	Water Tanker Purchased for emergency in SEEPZ Colony.	19500.00
13	16.12.2025	IRCTC Ticket booking of DC sir from Hissar to Mumbai	7946.00
14	16.12.2025	Stamp Paper Purchase for office Work	526.00
15	19.12.2025	Flower Bouquet for office Programs	5000.00
16	22.12.2025	Luch for Advisory Committee Meeting Member	500.00

17	29.12.2025	IRCTC Ticket booking for DC sir from Mumbai to New Delhi	22090.00
18	29.12.2025	IRCTC Ticket booking for DC sir from Mumbai to Coimbatore	5762.00
19	29.12.2025	IRCTC Ticket booking of DC sir from Coimbatore to Mumbai	6293.00
20	31.12.2025	IRCTC Ticket booking of DC sir from New Delhi to Mumbai	28652.00
21	01.01.2026	M/s Pushpa florist (Flower Bouquet for office Guest)	500.00
22	01.01.2026	Chat Boat App 26 Nov 2025 to 26 Nov 2026	4285.37
23	02.01.2026	Seat Charges for Air ticket of DC	630.00
24	07.01.2026	IRCTC Ticket booking for JDC & 2 ADC sir from Mumbai to Goa	19482.00
25	07.01.2026	Imprest Mobile bill payment	411.82
26	08.01.2026	Seat Charges Navi Mumbai to Coimbatore	683.00
27	08.01.2026	Shri v. Lakshamnan, Purchased Plumbing Material for C3Bungalow	1585.00
28	08.01.2026	Shri v. Lakshamnan, Purchased Plumbing Material for B3 & B7	1050.00
29	12.01.2026	IRCTC Ticket booking of JDC & 1 ADC sir from Goa to Mumbai	19348.00
30	12.01.2026	DC Sir Mobile Recharge	883.82
31	12.01.2026	Shri Krishna Hadakar, Lock replaced of PAO Locker	100.00
32	12.01.2026	IRCTC Ticket booking of DC sir from Mumbai to Ahmadabad	9683.00
33	12.01.2026	Seat Charges Air ticket of DC	850.00
34	12.01.2026	Shri v. Lakshamnan, Purchase of Door Closer for Cabin No-08	1800.00
35	13.01.2026	IRCTC Ticket booking for JDC from New Delhi to Pune	10815.00
36	13.01.2026	IRCTC Ticket booking of JDC from Pune to New Delhi	17667.00
37	13.01.2026	Bulb Purchase for DC sir residence at Colaba	100.00
38	13.01.2026	Purchase of Electrical Material for DC Sir Residence at Colaba	1994.00
39	13.01.2026	IRCTC Ticket booking of DC sir from Ahmadabad to Mumbai	17258.00
40	14.01.2026	Shri v. Lakshamnan, Purchased Plumbing Material	1850.00
41	14.01.2026	Shri Aniket Gurav, Purchased Electrical Material for DC Bungalow residence	1997.00
42	14.01.2026	Shri v. Lakshamnan, Purchase of Commode Cover for toilet	1200.00
43	14.01.2026	M/s Gyan Singh Civil Work, Pump Motor winding Charges of D2 Bungalow	1010.00
44	19.01.2026	IRCTC Ticket booking for DC sir from Mumbai to Bhuj	23890.00
45	19.01.2026	IRCTC Ticket booking of DC sir from Bhuj to Mumbai	24000.00

46	14.01.2026	M/s Indian Coffee House, Refreshment Bill of Authority meetings, Guests etc.	21374.00
47	21.01.2026	Purchase of Plumbing material for BFC water connection.	520.00
48	21.01.2026	M/s Cold wave HVAC Services, AC repairing Cabin No-07 & 04	9750.00
49	22.01.2026	M/s Center for Development of Advance Computer (CDAC) SMS Subscription for Rise ERP.	10000.00
50	27.01.2026	M/s Reliance Retail Ltd. DC Sir residence phone bill	1060.82
51	29.01.2026	Painting Material for coloring of Flagpole and Kerb stone for republic Day 26 .01.2026.	9390.00
52	01.02.2026	IRCTC Ticket booking for DC sir from Mumbai to Ahmedabad.	27111.00
53	03.02.2026	IRCTC Ticket booking for DC sir from Ahmedabad to Mumbai.	12656.00
54	09.02.2026	Airtel Extreme Fiber Bill of DC Residence.	13175.00
55	10.02.2026	M/s MJ Water Supply. Water purchased due to non-availability of BMC water supply in SEEPZ Colony on 21.01.2026.	18000.00
56	11.02.2026	Office Towels washing (Laundry) Expenses.	220.00
57	12.02.2026	DC Sir Mobile Recharge.	884.42
58	12.02.2026	Imprest Mobile Recharge.	411.82
59	13.02.2026	Purchase of Commode Seat Cover for B3/04 Colony.	950.00
60	13.02.2026	M/s Mahesh Transport. Removal of Debris from NEST-2.	10000.00
61	16.02.2026	Stamp Paper Purchase for office Work.	525.00
62	16.02.2026	M/s Central Data Systems Pvt. Ltd. Annual Subscription of WEBEX License for Nagpur Mihan SEZ.	21830.00
63	16.02.2026	M/s Pushpa Florist Flower Bouquet for Minister, MOCI.	4000.00
64	17.02.2026	Notary charges for Execution of Indemnity Bond for Office.	450.00
65	17.02.2026	IRCTC Ticket booking for DDC from Mumbai to Goa.	6439.00
66	17.02.2026	IRCTC Ticket booking for ADC, Shri. Shinde, Mumbai to Goa.	7006.00
67	17.02.2026	Seat charges Mumbai to North Goa, DDC, shri. Bhosle.	975.00
68	17.02.2026	IRCTC Ticket booking of DDC & ADC, Shinde from Goa to Mumbai.	13354.00
69	18.02.2026	Guest House Charges of Shri Niranjan Sethi, APS.	630.00
70	18.02.2026	IRCTC Ticket booking of DC sir from Mumbai to New Delhi.	28843.00
71	18.02.2026	IRCTC Ticket booking of DC sir from New Delhi to Mumbai.	15817.00
72	19.02.2026	Shri. Krishna Hadkar, Traveling Expenses for Income tax Office.	106.00
73	20.02.2026	IRCTC Ticket booking of DC sir from New Delhi to Pune.	17456.00

74	23.02.2026	Vikas Pandey, WI-Fi router Repair & Installation at DC residence.	2000.00
75	24.02.2026	Plumbing material purchased for Washroom at Gate NO-1.	1650.00
76	25.02.2026	IRCTC Ticket booking of DC sir from Vadodara to Mumbai.	7307.00
77	25.02.2026	IRCTC Ticket booking for DC sir from New Delhi to Ahmedabad.	24071.00
78	25.02.2026	IRCTC Ticket booking of DC sir from Mumbai to New Delhi.	21985.00
79	26.02.2026	M/s Pushpa Florist Flower Bouquet for Minister, MOCI.	4000.00
		Total	623792.00

It is directed that all the payments towards travelling expenses within India shall be borne from GOI fund under Travelling Expenses and all the expenses for the Hotel Stay shall be booked under GOI fund and the Expenditure towards Hiring of Vehicle for DC sir shall be made from GOI expenditure under Office Expenses.

Accordingly, below is the list of expenses for the months of December 2025, January 2026 & February 2026 which need to be recouped from GOI Budget into Authority fund.

Sr No.	Date	Description	Amount (Rs.)
1	11.12.2025	IRCTC Ticket booking of DC sir from Mumbai to Bhuj	23890.00
2	12.12.2025	DC Sir Mobile Recharge	883.82
3	16.12.2025	IRCTC Ticket booking for DC sir from Hirasar to Mumbai	7946.00
4	29.12.2025	IRCTC Ticket booking for DC sir from Mumbai to Coimbatore	5762.00
5	29.12.2025	IRCTC Ticket booking of DC sir from Coimbatore to Mumbai	6293.00
6	29.12.2025	IRCTC Ticket booking for DC sir from Mumbai to New Delhi	22090.00
7	31.12.2025	IRCTC Ticket booking of DC sir from New Delhi to Mumbai	28652.00
8	02.01.2026	Seat Charges Indigo Airlines of DC Sir.	630.00
9	07.01.2026	IRCTC Ticket booking for JDC & 2 ADC sir from Mumbai to Goa	19482.00
10	08.01.2026	Seat Charges Navi Mumbai to Coimbatore, DC Sir	683.00
11	12.01.2026	IRCTC Ticket booking of JDC & 1 ADC sir from Goa to Mumbai	19348.00
12	12.01.2026	DC Sir Mobile Recharge	883.82
13	12.01.2026	IRCTC Ticket booking of DC sir from Mumbai to Ahmadabad	9683.00
14	12.01.2026	Seat Charges Air India JDC Pune	850.00
15	13.01.2026	IRCTC Ticket booking for JDC from New Delhi to Pune	10815.00

16	13.01.2026	IRCTC Ticket booking of JDC from Pune to New Delhi	17667.00
17	13.01.2026	IRCTC Ticket booking of DC sir from Ahmadabad to Mumbai	17258.00
18	19.01.2026	IRCTC Ticket booking for DC sir from Mumbai to Bhuj	23890.00
19	19.01.2026	IRCTC Ticket booking of DC sir from Bhuj to Mumbai	24000.00
20	01.02.2026	IRCTC Ticket booking for DC sir from Mumbai to Ahmedabad.	27111.00
21	03.02.2026	IRCTC Ticket booking for DC sir from Ahmedabad to Mumbai.	12656.00
22	12.02.2026	DC Sir Mobile Recharge.	884.42
23	17.02.2026	IRCTC Ticket booking for DDC from Mumbai to Goa.	6439.00
24	17.02.2026	IRCTC Ticket booking for ADC, Shri. Shinde, Mumbai to Goa.	7006.00
25	17.02.2026	Seat charges Mumbai to North Goa, DDC, shri. Bhosle.	375.00
26	17.02.2026	IRCTC Ticket booking of DDC & ADC, Shinde from Goa to Mumbai.	13354.00
27	18.02.2026	IRCTC Ticket booking for DC sir from Mumbai to New Delhi.	28843.00
28	18.02.2026	IRCTC Ticket booking of DC sir from New Delhi to Mumbai.	15817.00
29	20.02.2026	IRCTC Ticket booking for DC sir from New Delhi to Pune.	17456.00
30	25.02.2026	IRCTC Ticket booking for DC sir from Vadodara to Mumbai.	7307.00
31	25.02.2026	IRCTC Ticket booking for DC sir from New Delhi to Ahmedabad.	24071.00
32	25.02.2026	IRCTC Ticket booking for DC sir from Mumbai to New Delhi.	21985.00
		Total	424011.06

All the expenses pertaining to GoI done from the authority fund due to urgent requirement shall be recouped from the concerned budget heads to Authority Fund on receipt of Sanction Order.

The expenditure relating to Government of India incurred from the Authority Fund has been refunded to the Authority fund in the month of December 2025 amounting to ₹.121083/-, January 2026, amounting to ₹ 278204/- and February 2026 amounting to RS. 89738/-

Recommendation:

The Monthly Statement Expenditure incurred through Imprest is placed before authority for information.

Patankar
08/09/2026

Legal Section

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI**

AGENDA ITEM NO. 02

I. Proposal

Post-facto approval for engagement of One Young Professional (Legal) and One Young Professional (Media / Communications) on contractual basis to support SEEPZ Authority functions and Legal work of SEEPZ-SEZ.

II. Relevant Provision of SEZ Act, 2005 & SEZ Rules, 2006:

Rule 8 of the SEZ Authority Rules, 2009 which empowers the Authority to approve administrative and financial matters.

III. Preamble:

The Legal Section of SEEPZ-SEZ is presently handling a substantial volume of work, including both litigation and non-litigation matters. In addition to court-related matters before various judicial and quasi-judicial forums, the section is also responsible for handling legal correspondences, vetting of documents, coordination with Government Counsels, and providing legal assistance to various divisions of the organization. Due to the increasing workload and the limited manpower presently available in the Legal Section, it has become difficult to effectively manage and monitor the legal matters of the Authority. In order to ensure smooth functioning of the section and timely compliance in various court cases and legal assignments and regarding Content preparation and dissemination, documentation of Authority events, handling and updation of website/social media for Authority-related outreach, stakeholder communication support, it was considered necessary to engage additional professional support. Accordingly, a proposal for engagement of Young Professionals (YP) on a contractual basis was initiated. In this regard, an advertisement dated 17.02.2026 was issued inviting applications for engagement of Young Professional -Legal and Young Professional - Media for a period of one year, extendable based on performance and organizational requirements.

IV. Role and Responsibilities :

For Young Professional (Legal), Legal Section SEEPZ-SEZ

- Legal research and drafting support
- Assistance in Court matters. Preparation of briefs, affidavits and replies

- Monitoring litigation status and coordination with counsels
- Scrutiny of Authority/ legal files and reference under SEZ Act & Rules

For Young Professional (Media)

- Media and communication management for SEEPZ-SEZ Authority
- Content development, documentation of events, outreach activities
- Drafting of communication material, speeches, press notes etc.
- Website/social media content support and stakeholder engagement

V. Financial Implication :

- The remuneration for the Young Professional (Legal) and Young Professional (Media) will be ₹50,000 – ₹60,000 per month (consolidated) depending upon qualification and experience, as per the terms mentioned in the advertisement. No additional allowances will be admissible.
- The remuneration for the Young Professional (Media) will be ₹50,000 – ₹60,000 per month (consolidated) depending upon qualification and experience, as per the terms mentioned in the advertisement. No additional allowances will be admissible.

VI. Recommendation (for Post-facto Approval):

In view of the urgent requirement of additional support for SEEPZ Authority and the Legal Section, SEEPZ-SEZ, the engagement process for Young Professional (Legal) and Young Professional (Media) was initiated through the advertisement dated 17.02.2026. The SEEPZ-SEZ Authority is requested to accord post-facto approval for the engagement of Young Professional (Legal) and Young Professional (Media) on contractual basis, on the terms and conditions prescribed in the said advertisement.



Estate Division

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI**

AGENDA ITEM NO. 03

A. Proposal:

Consideration of request of M/s. Moksh Ornaments Ltd for waiver of forfeiture of EMD amounting to ₹12,07,165/- in respect of Unit No. 304, NEST-II, SEEPZ-SEZ.

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

SEZ Act, 2005 (Section 11 & 12), SEZ Rules, 2006 (Rule 17, 18 & 19) and the SEEPZ SEZ Authority Rules, 2009 relating to powers of the Authority for levy and waiver of charges, read with Rule 225 (vi), Chapter 8 of GFR, 2017.

C. Other information:

M/s. Moksh Ornaments Ltd. participated in Tender No. SEEPZM-IT/9/2025-PROC/01 dated 01.03.2025 for allotment of multiple galas in SEEPZ-SEZ and had submitted bids for more than one unit. The firm emerged as the successful (H-1) bidder in the e-auction process for Unit No. 121, SDF-IV and Unit No. 304, NEST-II.

Out of the above, the unit has requested surrender of Unit No.304, NEST-II, while Unit No. 121, SDF-IV continues to remain under their possession.

Accordingly, Letter of Intent (LOI) was issued, and their proposal for Unit No. 304, NEST-II was approved in the 200th UAC Meeting held on 27.06.2025. Subsequently, Letter of Approval (LOA) dated 14.07.2025 and allotment letter were issued after completion of required formalities. The unit accepted the terms and conditions of allotment and requested for possession, which was processed by this office.

Thereafter, the unit vide letter dated 27.11.2025 requested for surrender of Unit No. 304, NEST-II, stating that possession of the allotted gala was not handed over within the stipulated time, which prevented them from commencing operations and resulted in cancellation of confirmed export orders and consequent business loss.

The matter was examined in this office and accordingly, vide letter dated

08.01.2026, Clause 5.1(d) of the RFP was invoked and forfeiture of proportionate EMD amounting to ₹12,07,165/- was effected, as the unit had initially been allotted two galas and the Earnest Money Deposit (EMD) had been adjusted towards Security Deposit and advance rent. Subsequently, upon surrender of one of the allotted units, i.e. Unit No. 304, NEST-II, the proportionate EMD became liable for forfeiture in terms of the tender conditions.

Subsequently, the unit vide representation dated 30.01.2026 contested the said demand and requested for withdrawal/waiver of the amount, stating that the surrender was not attributable to any default on their part but due to delay in handing over possession.

The representation of the unit was examined with reference to the records and circumstances of the case. Based on the examination, it was observed that the request merits consideration.

D. Recommendation:

The proposal for waiver of forfeiture of EMD amounting to ₹12,07,165/- in respect of M/s. Moksh Ornaments Ltd., as effected vide letter dated 08.01.2026, is placed before the Authority for consideration and post facto approval.





MOKSH ORNAMENTS LTD.

(SPECIALIST IN MFG & EXPORTER OF KOLKATA BANGLE)

CIN No. : L36996MH2012PLC233562 GST No. : 27AAICM0504E1ZX

B-405 / 1&B - 405/2, 4TH FLOOR, 99, MULJI JETHA BUILDING, GLITZ MALL, VITHALWADI, KALBADEVI ROAD, MUMBAI - 400 002.
Email : jineshwar101@gmail.com • Tel : 02240041473 I. Com : 4395

Date: 27-11-2025

To
The Development Commissioner
SEEPZ SEZ Authority
SEEPZ++ Special Economic Zone
MIDC, Andheri (East),
Mumbai – 400096

Subject: Surrender of Gala Allotted under Tender SEEPZM-IT/9/2025-PROC/01 due to Failure to Deliver Possession Within Scheduled Time

Respected Sir/Madam,

We, MOKSH ORNAMENTS LTD, hereby submit this letter regarding the Gala allotted to us pursuant to Tender No. SEEPZM-IT/9/2025-PROC/01 dated 01.03.2025, for which the e-auction was conducted.

1. Tender Conditions & Assured Possession Deadline

As per the tender terms and conditions issued by SEEPZ SEZ Authority, the possession of the allotted Gala was committed to be handed over by June 2025. Our participation and financial commitment were based entirely on this assured possession schedule.

2. Export Order Dependent on Timely Possession

At the time of participating in the tender, we had received a confirmed bulk export order from an overseas buyer M/s Zara Impex Jewels LLC (photocopy enclosed) for manufacture and export of plain and studded gold jewellery for a period of five (5) years from SEEPZ SEZ.

Timely possession of the Gala was essential for commencing production and fulfilling the export obligations.

3. Delay in Possession & Resultant Cancellation of Export Order

Despite the stated tender condition, SEEPZ SEZ Authority has not handed over possession of the Gala, and possession is still awaited as on date. Due to non-availability of the premises, we could not begin any operational activity.

We had requested the foreign buyer to extend the shipment schedule from November 2025 to January 2026, but they have now refused any further extension and have cancelled the export order, resulting in severe commercial and reputational loss to our company.

4. Request for Acceptance of Surrender

In these circumstances, and since the very purpose of acquiring the Gala stands defeated due to non-delivery of possession, we are constrained to surrender the allotted Gala back to SEEPZ SEZ Authority.



MOKSH ORNAMENTS LTD.

(SPECIALIST IN MFG & EXPORTER OF KOLKATA BANGLE)

CIN No. : L36996MH2012PLC233562

GST No. : 27AAICM0504E1ZX

B-405 / 1&B - 405/2, 4TH FLOOR, 99, MULJI JETHA BUILDING, GLITZ MALL, VITHALWADI, KALBADEVI ROAD, MUMBAI - 400 002.
Email : jineshwar101@gmail.com • Tel : 02240041473 I. Com : 4395

We request the Authority to kindly:

1. **Accept the surrender** of the said Gala with immediate effect;
2. **Complete the formalities** as per SEEPZ SEZ norms;
3. Take note that the losses suffered by us are a direct consequence of the Authority's failure to hand over possession as per the declared schedule, and the fact that possession is still awaited.

We shall submit any additional documents, including the buyer's cancellation letter, export order copy, or any further information required by your office.

We request the Authority to consider this matter sympathetically and take appropriate action.

Thanking you,

Yours faithfully,
For MOKSH ORNAMENTS LTD

For MOKSH ORNAMENTS LTD.


Director / Authorised Signatory

Amrit Shah

(Managing Director)

Zara Impex Jewels L.L.C

زارا امبيكس للمجوهرات ش.م.ذ.م.

104-105, Jewel Plaza Bldg, Gold Souq
P.O. BOX : 251671, Dubai - U.A.E
Tel : +971 4 22 57 558
Fax : +971 4 22 58 633



١٠٥١٠٤ جناح حول بلازو سوق الذهب
ص.ب: ٢٥١٦٧١ دبي - ا.ع.م
تليفون: +٩٧١ ٤٢٢٥٧٥٥٨
فاكس: +٩٧١ ٤٢٢٥٨٦٣٣

Purchase Order

DATE : 08-05-2025

PO NO : 01/74-2025

To,
Moksh Ornaments Limited,
4th Floor, 405/B-1, 99, Mulji Jetha Building,
Vithalwadi, Kalbadevi, Mumbai City,
Maharashtra.

Sub: Order Form for 25kg 22kt.

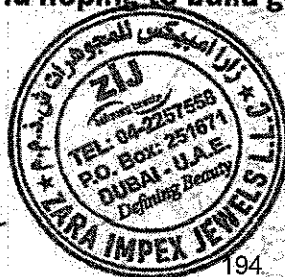
Dear Sir / Madam,

We are interested in buying Jewellery 25kg as Follows:-

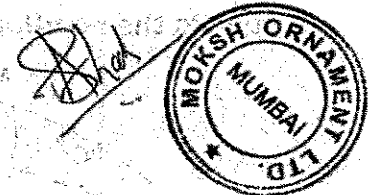
Name of The Items	Gold Ornaments of 22KT
Quantity (Approx)	25,000 GMS (22KT)
Amount USD (Approx)	USD: 34,00,000\$
Mode Of Transport	By Air Cargo
Incoterm	CIF – Currency USD
Port of Destination	Dubai, UAE
Port of Loading	Mumbai
Last Date of Shipment	07-08-2025 (Part Shipment Allowed)
Terms of Payment	Within 90 Days of Shipment

Make sure about the quality and purity of new gold Jewellery.
Please do the needful and hoping to build good business relationship

Kindly do the needful.



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Zara Impex Jewels LLC

زارا إيمبيكس للمجوهرات ش.م.ز.ع.

104-105, Jewel Plaza Bldg. Gold Souq
P.O. BOX : 251671, Dubai - U.A.E
Tel : +971 4 22 57 558
Fax : +971 4 22 58 633



١٥٠١٠٤ شارع جوار بلازو سوق الذهب
ص.ب: ٢٥١٦٧١ دبي - ا.ع.م
تليفون: +٩٧١٤٢٢٥٧٥٥٨
فاكس: +٩٧١٤٢٢٥٨٦٣٣

Date: 05 November 2025

To,
MOKSH ORNAMENTS LTD
Mumbai, India

Subject: Formal Notice of Cancellation of Export Purchase Order – Failure to Commence Production

Dear Sir/Madam,

We refer to Export Purchase Order No. 01/74-2025 dated 05 March 2025 (the "Order"), issued to your company for the manufacture and supply of plain and studded gold jewellery for a contractual term of five (5) years.

Under the terms of the Order, the first shipment was contractually required to be delivered in **November 2025**. Further to your request, and strictly without prejudice to our contractual rights, this commencement timeline was conditionally extended to **January 2026**.

Notwithstanding the above extension, and pursuant to multiple telephonic communications with your representatives, you have confirmed that production activities have not commenced due to **non-receipt of possession of the Gala at SEEPZ SEZ**. You have further communicated that possession from the SEEPZ SEZ Authority remains pending, thereby preventing you from initiating manufacturing operations within the revised schedule.

This continued non-performance constitutes a material failure to meet the agreed timelines under the Order and adversely impacts our operational planning, confirmed export commitments, and contractual obligations towards our international customers.

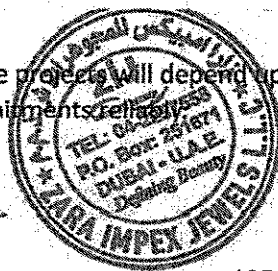
In view of the above, and in accordance with our rights under the governing commercial terms, **you are hereby formally notified that the above-referenced Export Purchase Order is cancelled in full, with immediate effect**. No further extensions, waivers, or condonations shall be granted.

For avoidance of doubt, this cancellation is based exclusively on the operational delay arising from your inability to commence production owing to the pending handover of your SEEPZ premises, as expressly communicated by you through telephonic discussions and written communication from your Dubai-U.A.E. representative. This cancellation shall not be construed as a reflection on your product quality, technical capability, or service standards.

We reserve all rights, remedies, and entitlements available to us under applicable law and the commercial terms governing the Order. Nothing contained herein shall be deemed to constitute a waiver of any such rights.

Our willingness to engage in future projects will depend upon your demonstrated capacity to meet operational and contractual commitments.

Thank you for your attention.



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E-Mail : zaraimpexjewels@gmail.com

भारत सरकार
वाणिज्य और उद्योग मंत्रालय
सीएचए विशेष आर्थिक क्षेत्र प्राधिकरण
अंधेरी (पूर्व), मुंबई - 400095



Government of India
Ministry of Commerce & Industry
SEEPZ Special Economic Zone Authority
Andheri (E), Mumbai - 400095

वेबसाइट: www.seepz.gov.in | ई-मेल: dcseepz-mah@nic.in | टेलीफोन: 022-28290856/28294700

F. No. SEEPZM-EOPTUGENF/52/2025-EO/07526

Date: 28.05.2025

To,
Moksh Ornaments Ltd
4th Floor, 405/B-1, 99, Mulji Jeetha Building,
Vithalwadi, Kalabadevi Road, Kalbadvi,
Mumbai -400002

Subject: Letter of Intent (LOI) for allotment of Gala no. 304 Building NEST - 2 for setting up unit at SEEPZ Special Economic Zone (SEZ)

Ref: Your bid submitted in response to the tender no SEEPZM-IT/9/2025-PROC/01 dated 01.03.2025 and the e-auction bid dated 16th May, 2025 for the Gala no. 304, Building NEST - 2 admeasuring 485.00 sq. meters

Dear Sir/Madam,

We are pleased to inform you that with reference to the above tender and the highest e-auction bid for the Gala no. 304 at Building NEST - 2 admeasuring 485.00 sq. meters at the lease rental of Rs. 24870 per sq mtr/ per annum is accepted by SEEPZ-SEZ authority. This letter of Intent (LoI) is an acknowledgement that you have been selected as successful bidder in the e-auction conducted on 16th May, 2025 for the above Gala and final allotment is contingent upon fulfilment of the terms and conditions specified in the above referred tender document, subsequent corrigendums and correspondence there to.

A. DETAILS OF GALA

a)	Gala Number	304
b)	Building Name	NEST - 2
c)	Lease Period	5 years from the date of execution of Sub lease Agreement
d)	Area of Gala	485.00 Sq.Mtrs

2

e)	Reserve Rental	Rs. 6,500
f)	Revised Rental (based on E-auction quote Rs. Sq mtr/year	Rs. 24870
g)	Proposed use of Gala	Manufacturing and export of gold jewellery and precious stones

*Note: The Gala area may vary + (-) 5% at the time of final demarcation as mentioned in the tender (RFP) clause no. 6.20.

B. APPLICATION FOR LETTER OF APPROVAL (LOA)

The Successful bidder needs to submit its application for setting up of unit in SEEPZ SEZ to Development Commissioner Office at the earliest and in no case not later than 45 days from the issuance of LOI against payment of requisite fees as per Clause 6.17 of the Tender Document. Failure to do so, the LOI shall be liable to be terminated and the EMD along with Additional EMD shall be liable to be forfeited.

C. PAYMENT SCHEDULE

Payment schedule is as per the clause 6.14 (C) in the tender document.

Rent	Amount (Rs.)	Timelines for the payment
Security Deposit (6 month lease rent)	6030975	Within 1 months from the date of Letter of Approval (LOA)
First Quarterly Rent	3015487.5	Within 1 months from the date of Letter of Approval (LOA)

Note: Rent payments are required on a quarterly basis. As per SEEPZ-SEZ Authority Circular No. 02, dated April 4, 2024, rent payment is due in the first month of each quarter. Please note that this is based on the current circular, which may be amended or superseded in the future by the SEEPZ-SEZ Authority. Please note that a penal interest will be applied if the rent is not paid by the due date. A penal interest of 12% per annum will be levied from the first day of the second month of the respective quarter.

Additionally, as outlined in Circular No. 13, dated 10/01/2024, the lease rent rate will be subject to an increment of 5% at the beginning of each Financial Year.

D. INSPECTION

After the acceptance of this LOI you may have the Gala inspected by your Authorized representative to ascertain the condition of the Gala.

E-Office No: EEMIIT/447/2025-DE(Civ)-SpzSd/P252552



MIDC

Maharashtra Industrial Development Corporation
(A Government of Maharashtra Undertaking)

Office :- Deputy Engineer & SPA, MIDC, SEEPZ Sub Dn, Andheri (E), Mumbai – 400096.

email:deseepz@midcindia.org

Date : 26/11/2025

Occupancy Certificate

To
✓ The Joint Development Commissioner,
SEEPZ-SEZ Authority,
Andheri (E), Mumbai – 400096.

Sub: Issue of Occupancy Certificate for NEST II Building at SEEPZ-SEZ**Ref:** 1) Your Letter No.12975 dt.27/10/2025

- 2) Building Completion Certificate By Architect M/s. CP & DS Associates
- 3) Final Fire Safety Approval issued vide letter No. MIDC/Fire/P-564196 dt. 17/10/2025
- 4) Plans Approval issued vide letter No. DE & SPA/SEEPZ/ B23464 /2023 dated 11/04/2023

This is to certify that SEEPZ-SEZ, allottee of Plot No. F1, Marol Industrial Area, have completed the development work of Nest II Building having a total built-up area of **23,653.21 Sqm** at SEEPZ-SEZ, situated at Marol Industrial Area, MIDC, Andheri. The work is completed under the supervision of:

- **PMC :** M/s. WAPCOS Ltd.
- **Architect :** M/s CP & DS Associates (Ar. Anup Nigam, Reg. No. CA/2005/37204)
- **Structural Consultant :** M/s Yash Sanjay Sale Reg. No. STATE/R/2024/APL/09912


The work is completed as per details mentioned below :

1.	Name of the Plot Holder	SEEPZ-SEZ
2.	Address	Plot No. F-1 (SEEPZ SEZ), Marol Industrial Area
3.	Plot Area	421105.00 Sq.M.
4.	Approval of Plans	Vide letter No. DE & SPA/SEEPZ/ B23464 /2023 dated 11/04/2023
5.	Built-up Area Approved	23,653.21 Sq.M.

6.	Status of Construction on Site:	Completed as per approved plans	
	a) BU Area completed in all respect:	23,653.21 Sqm	
	b) FSI Details:	FSI Consumed = 1.03 < 2.00	
7.	Remarks as per Architect's Completion Certificate:	Building is completed as per approved plans and as per MIDC CDCPR-2023.	
8.	Total area that could be considered as built up area (Sq.M.)	23,653.21 Sqm	
9.	Details of Building Constructed and Built up Area approved :		
Sr. No.	Building Floor	Plan approval vide letter no. B23464 dt :- 11/04/2023 (in Sq.m.)	Total upto date B U A (in Sq.m.)
1	Basement (Free of FSI)	3702.25	3702.25
2	Ground	3276.85	3276.85
3	First	3396.06	3396.06
4	Second	3396.06	3396.06
5	Third	3396.06	3396.06
6	Fourth	3396.06	3396.06
7	Fifth	3396.06	3396.06
8	Sixth	3396.06	3396.06
	Total BUA	23653.21	23653.21

As requested vide Ref. No. 1, you are permitted to occupy this building having total built up area **23,653.21 Sqm (FSI- 1.03)**. You are requested to comply with Clause No. 5 of the Final Fire Safety Approval referred at Sr. No. 3 above and submit the acceptance from the MIDC Chief Fire Officer. Similarly, the licenses for the operation of Passenger Lift No. 4, Goods Lifts No. 1 & 2, and Fire Lifts No. 1 & 2 are to be submitted to this office within a period of 90 days from the receipt of this letter.

If any discrepancies observed on site in future with respect to built up area, then legal action as per MR&TP Act 1966 as deemed fit shall be taken, please note.


 Deputy Engineer & SPA,
 MIDC, SEEPZ Sub-Division,
 Andheri (East), Mumbai- 400096

Copy to : Architect M/s CP & DS Associates

Submission of Email Copies of Foreign Contracts and Cancellation.

Ajeet Bhati <ajeet.bhati@gov.in >

Fri, 26 Dec 2025 3:35:48 PM +0530

To "jineshwar101"<jineshwar101@gmail.com>

Cc "JDC SEEPZ MUMBAI"<jdcseepz-mah@nic.in>,"Deputy Development Commissioner SEEPZ Special Economic Zone"<ddcseepz-mah@nic.in>,"amankg142101"<amank.g142101@gov.in>

Sir/Madam

With reference to your correspondence dated 27.11.2025, regarding the surrender of the Gala allotted under Tender No. SEEPZM-IT/9/2025-PROC/01, you are requested to kindly submit the following documents for our records and further processing of your request:

1. **Email copies of the foreign contracts** related to your confirmed export order with M/s Zara Impex Jewels LLC.
2. **Email or formal communication confirming the cancellation** of the said contracts by your overseas buyer.

Kindly provide these documents at the earliest to enable SEEPZ-SEZ Authority to proceed with the necessary formalities regarding the surrender of the allotted Gala.

Regards,

Ajeet Bhati
LDC, SEEPZ-SEZ

भारत सरकार
वाणिज्य और उद्योग मंत्रालय
सीपज़ विशेष आर्थिक क्षेत्र प्राधिकरण
अंधेरी (पूर्व), मुंबई - 400096



Government of India
Ministry of Commerce & Industry
SEEPZ Special Economic Zone Authority
Andheri (E), Mumbai - 400096

वेबसाइट: www.seepz.gov.in | ई-मेल: dcseepz-mah@nic.in | टेलीफोन: 022-28290856/28294700

F.No. SEEPZM-EOPTOGENF/51/2025-EO/00965/66/67 Date. 08.01.2026

To
M/s. Moksh Ornaments Ltd,
Unit no. 121, SDF-IV,
SEEPZ-SEZ, Andheri (E)
Mumbai-400096

Sub : Surrender of Gala allotted under Tender SEEPZM-IT/9/2025-PROC/01.

महोदय,

<p>यह दिनांक 27.11.2025 को उपरोक्त विषय पर लिखे गए आपके पत्र के संदर्भ में है।</p>	<p>This is with reference to your letter dated 27.11.2025 on subject cited above.</p>
<p>इस संबंध में यह देखा गया है कि आपने पाँच (05) गाला के लिए कुल 19,32,860/- रुपये की बयाना राशि जमा की है। हालाँकि, आपको दो (02) गाला आवंटित किए गए थे, अर्थात् गाला संख्या 121, एसडीएफ-IV और गाला संख्या 304, एनईएसटी-02।</p>	<p>In this regard, it is noticed that you have paid a total Earnest Money Deposit (EMD) amounting to Rs. 19,32,860/- against five (05) galas. However, you were allotted two (02) galas, viz. Gala No. 121, SDF-IV and Gala No. 304, NEST-02.</p>
<p>इसके अलावा यह भी देखा गया है कि आपने नीलामी के बाद शेष राशि के रूप में गाला संख्या 121, एसडीएफ-IV के लिए 9,53,491 रुपये और गाला संख्या 304, एनईएसटी-02 के लिए 8,90,945 रुपये का भुगतान कर दिया है। आशय पत्र (एलओआई) की शर्तों के अनुसार, आपको 69,48,205 रुपये की सुरक्षा जमा राशि और 34,74,103 रुपये का प्रथम तिमाही का अग्रिम किराया भी जमा करना था।</p>	<p>It is further observed that you have paid the post-auction differential amount of Rs. 9,53,491/- for Gala No. 121, SDF-IV and Rs. 8,90,945/- for Gala No. 304, NEST-02. As per the terms of the Letter of Intent (LOI), you were also required to pay a Security Deposit of Rs. 69,48,205/- and first quarter advance rent of Rs. 34,74,103/-.</p>
<p>आपके अनुरोध पर, ईएमडी राशि को सुरक्षा जमा और प्रथम तिमाही के अग्रिम किराए में समायोजित कर दिया गया, और आपने शेष राशि 66,45,012 रुपये का भुगतान कर दिया। इस कार्यालय ने ईएमडी समायोजन के आपके अनुरोध को इस शर्त पर स्वीकार किया कि आप गाला नंबर 304, एनईएसटी-02 को अपने पास रखेंगे और इससे संबंधित भुगतान दायित्वों का पालन करेंगे।</p>	<p>On your request, the EMD amount was adjusted towards the Security Deposit and first quarter advance rent, and you paid the balance amount of Rs. 66,45,012/-. This office accepted your request for adjustment of EMD on the understanding that you would retain Gala No. 304, NEST-02 and comply with the payment obligations relating thereto.</p>

इसके बाद, आपने गाला नंबर 304, एनईएसटी-02 को सरेण्डर करने के लिए एक आवेदन प्रस्तुत किया, जिसे इस कार्यालय द्वारा स्वीकार कर लिया गया है।

इस संबंध में, निविदा प्रस्ताव के खंड 5.1 की ओर ध्यान आकर्षित किया जाता है, जिसमें यह निर्धारित है कि:

"यदि सफल बोलीदाता शर्तों का पालन नहीं करता है या उसे सफल बोलीदाता घोषित करने वाले पत्र को स्वीकार नहीं करता है, तो प्राधिकरण द्वारा ईएमडी जब्त कर लिया जाएगा और बोलीदाता गाला पर अपने सभी अधिकार खो देगा।"

तदनुसार, SEEPZ-SEZ प्राधिकरण ने गाला संख्या 304, NEST-02 से संबंधित 12,07,165/- रुपये (3,16,220/- रुपये + 8,90,945/- रुपये) की ईएमडी जब्त करने का निर्णय लिया है। आपके पूर्व अनुरोध के अनुसार, सभी पांचों गाला के लिए भुगतान की गई संपूर्ण ईएमडी को गाला संख्या 121, एसडीएफ-IV की सुरक्षा जमा और पहली तिमाही के अग्रिम किराए में समायोजित कर दिया गया था।

अतः, आपसे अनुरोध है कि आप 15 कार्यदिवसों के भीतर 12,07,165/- रुपये (बारह लाख सात हजार एक सौ पैसठ रुपये मात्र) की राशि का भुगतान करें, अन्यथा यह राशि गाला संख्या 121, एसडीएफ-IV के अंतर्गत ईआरपी में देयता के रूप में बकाया रहेगी और उक्त राशि 12,07,165 रुपये गाला संख्या 304, NEST 2 के अंतर्गत जब्त कर ली जाएगी।

Subsequently, you submitted an application for surrender of Gala No. 304, NEST-02, which has been accepted by this office.

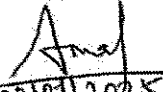
In this connection, attention is invited to Clause 5.1 of the RFP, which stipulates that:

"If the successful bidder does not comply with the conditions or does not accept the letter declaring him as successful bidder, the EMD shall be forfeited by the Authority and the bidder shall lose all rights over the gala."

Accordingly, the SEEPZ-SEZ Authority has decided to forfeit the EMD pertaining to Gala No. 304, NEST-02 amounting to Rs. 12,07,165/- (Rs. 3,16,220/- + Rs. 8,90,945/-). As per your earlier request, the entire EMD paid against all five galas was adjusted towards the Security Deposit and first quarter advance rent of Gala No. 121, SDF-IV.

Therefore, you are hereby requested to pay an amount of Rs. 12,07,165/- (Rupees Twelve Lakh Seven Thousand One Hundred Sixty-Five only) within 15 working days otherwise this amount will outstanding as liability in ERP against Gala no. 121, SDF-IV and said amount Rs. 12,07,165 will be cease against Gala no. 304, NEST 2.

भवदीय,


08/04/2025

(अमन कुमार शर्मा)

सहायक विकास आयुक्त/संपदा
सीपज़-सेज़

Copy to:

1. Finance Section, SEEPZ-SEZ
2. Rise ERP



सत्यमेव जयते

LETTER OF APPROVAL - FORM G

(Refer Rule 19)

OFFICE OF DEVELOPMENT COMMISSIONER,

DC SEEPZ SEZ Mumbai

DEPARTMENT OF COMMERCE, GOVERNMENT OF INDIA

PH: 91#22#28290856

Email: dc@seepz.com

FAX: 91#22#28291754

Website: www.seepz.com

SEZ Name : SEEPZ Special Economic Zone

SEZ Address : SEEPZ Service Center Building, MIDC Central Road, Andheri East, Mumbai, Maharashtra, India, 400096

Reference : Your application No. - 112500003324 Dated : 14/07/2025

LOA No : SEEPZ-SEZ/IA-I SECTION/MOL/30/2025-26

LOA Issue Date : 14/07/2025

LOA Valid From : 14/07/2025 LOA Valid up to: 13/07/2026

SEZ Unit Name : MOKSH ORNAMENTS LIMITED UNIT II

Registered Address : B-405 -1&2 , 4 TH FLOOR MULJI JETHA BUILDING, GLITZ MALL VITTHALWADI KALBADEVI, MUMBAI, Maharashtra, India, 400002

SEZ Unit Address :

Subject : Your proposal for setting up a unit in SEEPZ Special Economic Zone[SEZ]

Dear Sir/Madam,

With reference to the above mentioned application, Development Commissioner, SEEPZ Special Economic Zone[SEZ] is pleased to extend to you all the facilities and entitlements admissible to a unit in a Special Economic Zone subject to the provisions of the Special Economic Zones Act, 2005 and the Rules and orders made there-under and for the establishment of a unit at SEEPZ Special Economic Zone[SEZ] in the State of Maharashtra for undertaking authorised operations, namely, manufacture and rendering services including trading as under

Authorised Operations:**1. Manufacturing Activity**

ITC HS Code / CPC	Item Description
40169990	RUBBER MOULDS, RESIN / WAX OUTPUT BY CAM
71131130	MOUNTING IN GOLD / PLATINUM / PALLADIUM / SILVER
71131910	GOLD/PLATINUM/PALLADIUM/SILVER/STAINLESS/ALLOY BASED METAL JEWELLERY PLAIN AND/OR STUDDED WITH DIAMONDS, LGD, PRECIOUS, SEMI-PRECIOUS STONES, COLOUR STONES, PEARLS, CUBIC ZIRCONIA
71131910	PLAIN, CASTED, SEMI-FINISHED, SILVER MODELS, MOUNTINGS IN GOLD / SILVER / PLATINUM / PALLADIUM (JOB WORK)
71131950	SILVER MOELS / MASTERS / PROTO-TYPE
71171100	INNOVATIVE PRODUCTS: Silver, Gold, Alloy metal band articles like Key-chains, Anklets & other house- ware or gift articles having 50 or more Silver content with OR without Studding of Color Stones OR low-cost Crystal Stones, Imitation Stones

8480/900

METAL MOULDS & DIES

This approval is subject to following terms and conditions:

- i. You shall export the goods manufactured / goods imported /procured for trading and services, including items of trading, as per provisions of the Special Economic Zones Act, 2005 and Rules made there-under for a period of five years from the date of commencement of production/service activities. For this purpose, you shall execute the Bond-cum-Legal Undertaking as prescribed under the Special Economic Zone Rules, 2006.
- ii. You shall fulfill the pollution control requirements, as may be prescribed by the Pollution Control authorities.
- iii. You shall achieve positive Net Foreign Exchange (NFE) as prescribed in the Special Economic Zone Rules, 2006 for the period you operate as a Unit in the Special Economic Zone from the commencement of production, failing which you shall be liable for penal action under the Foreign Trade (Development and Regulation) Act, 1992.
- iv. You may import or procure from the Domestic Tariff Area all the items required for your authorised operations under this approval, except those prohibited under the ITC (HS) Classifications of Export and Import items.
- v. You may supply/sell goods or services in the Domestic Tariff Area in terms of the provisions of the Special Economic Zones Act, 2005 and Rules and orders made there-under.
- vi. This Letter of Approval is valid for a period of one year from its date of issue. You shall implement the project and commence production within one year period or within such period as may be extended.
- vii. Date of commencement of production shall be intimated to the Development Commissioner.
- viii. This Letter of Approval shall be valid for a period of five years from the date of commencement of production.
- ix. The approval is based on the details furnished by you in your project proposal/application.
- x. You shall abide by the provisions of Special Economic Zones Act, 2005 and the Rules and orders made there-under.
- xi. You have the option to renew the approval or exit in terms of the provisions of the Special Economic Zones Act, 2005 and the Rules and orders made there-under.
- xii. You shall confirm acceptance of the LOA terms and condition to the Development Commissioner within forty-five days of issue of this Letter of Approval.
- xiii. If you fail to comply with the conditions stipulated above and specified in this LOA,, this Letter of Approval shall be cancelled as per the provisions of the Special Economic Zones Act, 2005 and the Rules and orders made there-under.
- xiv. All future correspondence including for amendments/changes in terms and conditions of the Letter of Approval or for extension of its validity shall be addressed to the development.

Yours Faithfully,
Development Commissioner
SEEPZ Special Economic Zone[SEZ]

Copy forwarded to:

206



Asstt Commissioner/Deputy Commissioner/Joint Commissioner (Custom)
SEEPZ Special Economic Zone[SEZ]

LOA Conditions

Sr No.	LOA Conditions	Added Date
1	The unit is located at Gala No. 304, Building NEST-2 SEEPZ-SEZ, Admeasuring Area of 485.00 Sq. mtrs.	14/07/2025
2	You shall realize and repatriate full value as per guidelines of RBI of goods/software/service, to India within a period of twelve months from the date of export. Any extension of time beyond the above stipulated period will be granted by Reserve Bank of India, on case to case basis.	14/07/2025
3	You shall submit monthly report on Investment, Employment through SEZ Online system on or before 4th of the following month.	14/07/2025
4	You shall execute the sub-lease agreement in terms of Rule 18 2 ii of SEZ Rules, 2006.	14/07/2025
5	The Approved services as per section 2Z of SEZ Act, 2005.	14/07/2025
6	The validity of the projection is co-terminus with validity of sub-lease agreement in terms of Rule 18 [2] of SEZ Rules, 2006.	14/07/2025
7	The LOA is valid for a period of one year w.e.f. 14.07.2025 to 13.07.2026.	14/07/2025

This document is Digitally Signed By -

Signer: Mayur R Mankar
Date: Monday, July 14, 2025 4:12
Location: 126.20.248.210
Reason:
DCApprover-LOAauthorised

5.1 TENDER PROCESS

- a) The Bidder shall submit the tender in three volumes as described below:

Volume I: Tender Fee and EMD

Volume II: Technical bid

Volume III: Financial bid

- b) The Technical bid shall invariably be submitted along with information/ documents as required under the eligibility clause, failing which, the bid shall be rejected, and commercial / financial bid of such Bidder shall not be opened.
- c) The authorized signatory shall sign the tender documents and other confirmation, undertaking etc. to be attached with the tender. The Bidder shall also produce a letter of authorization in form of power of attorney on requisite bond in case of partnership firm or resolution of the board of directors in case of company with the tender documents.
- d) The EMD of the unsuccessful Bidder will be released after 45 days after the declaration of successful Bidder. Whereas, in the case of successful Bidder, the EMD will be released only after payment of Security Deposit, Quarterly Rent in advance for first quarter and execution of Sub-lease Agreement. If the successful Bidder does not comply with the conditions or accept the letter declaring him as successful Bidder, then his EMD shall be forfeited by the Authority, and the Bidder shall lose the right over the gala.
- e) Tenders without Tender Fees and EMD shall not be considered valid and Technical Bid of those Bidders shall not be opened.
- f) Commercial or financial bids of only technically qualified bidders shall be opened and shall be considered.
- g) Bidders that quote over the reserve rental in the commercial / financial bid and are technically qualified will be invited to participate in the e-auction process.
- h) Details of the e-auction process will be shared with the techno-commercially qualified bidders post opening of the financial bid.
- i) The allotment of the gala will be made to the successful bidder, offering highest rental price for gala in e-auction and will be subject to the approval of competent Authority.

Fwd: SUBJECT : Acknowledgement of Letter/received as on 19-1-2026

Ajeet Bhati <ajeet.bhati@gov.in >

Thu, 22 Jan 2026 10:00:44 AM +0530

To "shraddhanamse"<shraddha.namse@gov.in>

==== Forwarded message =====
From: Aman Kumar Sharma <amank.g142101@gov.in>
To: "Ajeet Bhati" <ajeet.bhati@gov.in>
Date: Wed, 21 Jan 2026 19:00:46 +0530
Subject: Fwd: SUBJECT : Acknowledgement of Letter/received as on 19-1-2026
==== Forwarded message =====

==== Forwarded message =====
From: Amrit Shah <jjeshwar101@gmail.com>
To: <amank.g142101@gov.in>, <jdcseepz-mah@nic.in>, "DC SEEPZ Office" <dcseepz-mah@nic.in>
Date: Tue, 20 Jan 2026 19:20:11 +0530
Subject: SUBJECT : Acknowledgement of Letter/received as on 19-1-2026
==== Forwarded message =====

Dear Sir,

We refer to your letter (F No: SEEPZM-EOPT0GENF/51/2025-EO/00965), which was **received by us on 19-01-2026**.

In the said letter, you have mentioned that the handover of our gala no 304 at NEST 2 has been accepted by your office. and we acknowledge the same & a period of **15 days** has been granted for compliance/response. We respectfully submit that since the letter was received by us on **19-01-2026**, we request you to kindly **consider the 15-day period from 19-01-2026**, being the actual date of receipt of the letter.

We request your kind consideration of the above and oblige.

Thanking You.

Moksh Ornaments Ltd

9220335111



MOKSH ORNAMENTS LTD.

(SPECIALIST IN MFG & EXPORTER OF KOLKATA BANGLE)

CIN No. : L36996MH2012PLC233562

GST No. : 27AAICM0504E1ZX

B-405 / 1&B - 405/2, 4TH FLOOR, 99, MULJI JETHA BUILDING, GLITZ MALL, VITHALWADI, KALBADEVI ROAD, MUMBAI - 400 002.

Email : jineshwar101@gmail.com • Tel : 02240041473 I. Com : 4395

Date : 30.01.2026

To

The Development Commissioner /
Authorized Officer
SEEPZ Special Economic Zone
Mumbai

Subject: Surrender of Gala Allotted under Tender SEEPZM-IT/9/2025-PROC/01 – Reply to invocation of Clause 5.1(d) and enforcement of demand for payment of Rs. 12,07,165/-.

Reference:

1. Our letter dated **27.11.2025** – *Surrender of Gala Allotted under Tender SEEPZM-IT/9/2025-PROC/01*
2. SEEPZ letter No. F.No. SEEPZM-EOPTOGENF/51/2025-EO 00965 dated **08.01.2026** received on **19.01.2026**

Dear Sir,

This is with reference to:

1. Our letter dated **27.11.2025** regarding *Surrender of Gala Allotted under Tender SEEPZM-IT/9/2025-PROC/01* due to non-handover of possession; and
2. Your letter under reference invoking **Clause 5.1(d)** of the RFP and enforcement of demand for payment of Rs. 12,07,165/-.
3. At the outset, we respectfully submit that the invocation of Clause 5.1(d) in the present facts is **misconceived, legally untenable, and contrary to the record.**

1. Clause 5.1(d) is inapplicable to our case

Clause 5.1(d) applies only to situations where a successful bidder:

- fails to accept the letter declaring him as successful bidder, or
- does not comply with initial post-selection conditions.

In our case:

- We **accepted the allotment,**
- Our proposal was approved in the meeting No 200 , held by Unit approval Committee on **27.05.2026.** copy of minutes of meeting is attached herewith for your reference.
- There was **no refusal or non-compliance** on our part at any stage.

Accordingly, Clause 5.1(d), which operates **prior to or at the stage of acceptance,** cannot be invoked **after approval of our projection by UAC.**



MOKSH ORNAMENTS LTD.

(SPECIALIST IN MFG & EXPORTER OF KOLKATA BANGLE)

CIN No. : L36996MH2012PLC233562

GST No. : 27AAICM0504E1ZX

B-405 / 1&B - 405/2, 4TH FLOOR, 99, MULJI JETHA BUILDING, GLITZ MALL, VITHALWADI, KALBADEVI ROAD, MUMBAI - 400 002.
Email : jineshwar101@gmail.com • Tel : 02240041473 I. Com : 4395

2. Delay in handing over possession is solely attributable to SEEPZ

It is an admitted position that:

- The tender was floated in March 2025;
- As briefed to us by your office, Possession was expected around June 2025; however,
- Due to delay in completion of building construction, SEEPZ was unable to hand over possession of the gala.

3. Surrender was compelled due to prevention of performance

- We were unable to commence operations;
- We lost confirmed export orders, causing substantial business loss; and
- Performance of the allotment became commercially impossible.

Thus, the surrender communicated vide our letter dated 27.11.2025 was not a voluntary default, but a direct consequence of prevention of performance by the Authority.

It is a settled principle of law that no authority can penalize a party for non-performance caused by its own failure.

4. Forfeiture of EMD is arbitrary and unsustainable

In the absence of:

- any default,
- any breach attributable to us,

the proposed forfeiture of EMD is arbitrary, punitive, and contrary to settled law, and is liable to be withdrawn.

In view of the above, we respectfully request SEEPZ to:

1. Withdraw the invocation of Clause 5.1(d) in our case;
2. Treat the surrender dated 27.11.2025 as a consequence of non-handover of possession by the Authority; and
3. Enforcement of demand for payment of amount of Rs. 12,07,165/- shall be withdrawn.

This submission is made without prejudice to our rights and remedies available in law. In the event of non-resolution within the above timeframe, we shall be constrained to seek appropriate remedies before the competent forum.

We trust the Authority will take a fair and reasoned view.

Thanking you,

Yours faithfully,
For MOKSH ORNAMENTS LTD.

Director / Authorised Signatory

भारत सरकार
वाणिज्य और उद्योग मंत्रालय
सीपज़ विशेष आर्थिक क्षेत्र प्राधिकरण
अंधेरी (पूर्व), मुंबई - 400096



Government of India
Ministry of Commerce & Industry
SEEPZ Special Economic Zone Authority
Andheri (E), Mumbai - 400096

वेबसाइट: www.seepz.gov.in | ई-मेल: dcseapz-mah@nic.in | टेलीफोन: 022-28290856/28294700

No. SEEPZM-EOPT0GENF/51/2025-EO/03658/ date: 31.03.2026

To,
M/s. Moksh Ornaments
Unit No. 121, SDF-IV,
SEEPZ SEZ, Andheri (E),
Mumbai - 400096

03659/03660

विषय: यूनिट संख्या 304, NEST-II को वापस सौंपने के संबंध में अभ्यावेदन, तथा ₹12,07,165/- की मांग को वापस लेने/माफ़ करने का अनुरोध।

Subject: Representation regarding surrender of Unit No. 304, NEST-II and request for withdrawal/waiver of demand of ₹12,07,165/- reg.

महोदय,

कृपया यूनिट संख्या 304, NEST-II को सरेंडर करने Kindly refer to your letters dated 27.11.2025 के संबंध में आपके पत्रों, जिनकी तारीखें 27.11.2025 and 30.01.2026 regarding surrender of Unit और 30.01.2026 हैं, और इस कार्यालय के दिनांक No. 304, NEST-II allotted under Tender No. 08.01.2026 के पत्र के माध्यम से की गई SEEPZM-IT/9/2025-PROC/01 and your ₹12,07,165/- की मांग के विरुद्ध आपके अभ्यावेदन representation against the demand of का संदर्भ लें। यह यूनिट टेंडर संख्या SEEPZM-₹12,07,165/- raised vide this office letter IT/9/2025-PROC/01 के तहत आवंटित की गई थी। dated 08.01.2026.

आपकी फर्म द्वारा प्रस्तुत विवरणों तथा इस The matter has been examined in detail with reference to the submissions made by your कार्यालय में उपलब्ध अभिलेखों के संदर्भ में इस firm and the records available in this office. मामले की विस्तृत जांच की गई है। विचारार्थ The case was placed before the Competent Authority for consideration. इस मामले को सक्षम प्राधिकारी के समक्ष

प्रस्तुत किया गया था।

आपकी फर्म द्वारा प्रस्तुत प्रस्ताव की जाँच कर The proposal submitted by your firm has been examined and, considering the facts ली गई है, और मामले के तथ्यों तथा and circumstances of the case, the same परिस्थितियों को ध्यान में रखते हुए, इसे has been found acceptable. Accordingly, the स्वीकार्य पाया गया है। तदनुसार, सक्षम Competent Authority has approved the प्राधिकारी ने उक्त यूनिट के समर्पण के साथ- request for withdrawal of the demand.

साथ, आपकी माँग वापस लेने के अनुरोध को भी

अनुमोदित कर दिया है।

उपर्युक्त के दृष्टिगत, इस कार्यालय के दिनांक In view of the above, the demand of ₹12,07,165/- raised vide this office letter 08.01.2026 के पत्र के माध्यम से की गई dated 08.01.2026 is hereby withdrawn and ₹12,07,165/- की माँग को एतद्वारा वापस stands waived.

Sanika
31/03/2026

लिया जाता है और उसे माफ किया जाता है।
यह आदेश सक्षम प्राधिकारी, SEEPZ-SEZ के
अनुमोदन से जारी किया जाता है।

This issues with the approval of the
Competent Authority, SEEPZ-SEZ

भवदीय,
Digitally signed by
Rahul V Shivannagol
Date: 31-03-2026
11:50:34 (शिवणगोल)
सहायक विकास आयुक्त/संपदा
सीपज़-सेज़

Copy to:

1. Financial Section, SEEPZ SEZ
2. Rise ERP

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI**

AGENDA ITEM NO. 4

A. Proposal:

Proposal for approval of award of contract to M/s. Maa Sharda Service for hiring of vehicle on monthly basis.

B. Relevant Provisions of SEZ Act, 2005 & Rules, 2006/Instruction/Notification:

Section 34 read with, Rule 7(1) of SEZ Authority Rules 2009.

C. Background:

Santacruz Electronics Export Processing Zone (SEEPZ-SEZ), Mumbai requires dedicated vehicles for official use for administrative and operational purposes.

Earlier, SEEPZ Authority had engaged **M/s Sat Kartar Tour N Travels** for **leasing of Two Electric Vehicles (EVs)**. The total contract value (for two vehicles) was **₹38,99,904/- for 24 months** with a monthly cost of approx. **₹ 1,62,496/-**. (for two vehicles)

However, as observed from operational experience it has been noted that e vehicles have limited operational flexibility due to range anxiety and long duration for charging. Further, only two vehicles were available, which proved insufficient to meet the current administrative and operational workload.

Accordingly, a fresh proposal was initiated for **hiring of Petrol/CNG vehicles on monthly basis** with improved Service Level Agreement (SLA) conditions.

D. Previous Tender / Contract Details:

Under the previous GeM contract:

1. No. of Vehicles: 02 Electric Vehicles (EVs)
2. Type: Electric Vehicles, Mid-size >4100 mm (Mahindra, XUV-400)
3. Duty: Full-time at SEEPZ
4. Charging: Vendor to install charging point; electricity borne by SEEPZ Authority
5. Contract Value: ₹ 38,99,904/- (24 months)
6. Monthly cost of approx. ₹ 1,62,496/- (for two vehicles)

E. Details of Requirement:

The proposed contract envisages hiring of vehicles with drivers on a monthly basis with fixed duty hours and kilometer limits, ensuring availability of vehicles as per operational requirements.

Sr. No.	Category	Model (Indicative)	No. of Vehicles	Duty Pattern	Monthly KM
1	Sedan	Maruti Suzuki Dzire	1	24 Hours	3000 Km
2	SUV	Maruti Suzuki Ertiga	1	12 Hours	2000 Km
3	Premium SUV	Toyota Innova Crysta	1	12 Hours	2000 Km

M/s. Maa Sharda Car Service has emerged as the L1 bidder and is recommended for award of the contract. As per TEC observations, the rates quoted are reasonable and only approximately 3.4% higher than the estimated cost.

F. Financial Implication / Budget Provision:

1. Estimated Cost: ₹ 56,40,000/-
2. L1 Cost: ₹ 58,31,928/-
3. Approx. Monthly Cost: ₹ 2,42,997/- (For 3 Vehicles)
4. Projected Budget for FY 2026-27: ₹2,42,997 × 12 ≈ ₹29,15,964/- (Approx.)

G. Differential between Previous and Present Contract:

Particulars	Contract	Previous	Present Contract
Type of Vehicles	Electric Vehicles		Petrol/CNG Vehicles
Number of Vehicles	02		03
Duty Pattern	Full-time deployment		Mix of 12-hour & 24-hour duty
Fuel / Charging Cost	Charging Infrastructure required		Fuel cost included in contract
Estimated Contract Value	₹38,99,904/-		₹58,31,928/-
Approx. Monthly Cost per Vehicle	₹81,248/-		₹80,999/-

H. Key Features of Hiring Contract:

1. Vehicles shall be latest models (not older than 2023) and in good running condition
2. Deployment of experienced and licensed drivers
3. Fuel, maintenance, insurance, permits, and statutory compliance to be borne by the contractor
4. No escalation in rates during contract period
5. Immediate replacement of vehicle in case of breakdown
6. Defined penalty clause for service deficiencies
7. Payment on monthly basis based on actual usage and logbook verification

This arrangement will ensure better cost control, improved operational efficiency, and uninterrupted availability of transport services.

I. Replacement of Existing Vehicles:

The present proposal also includes replacement of existing hired vehicles with new vehicles under fresh contract.

Sr. No.	Vehicle no.	Category	Remarks
1	HR37AG7313	Mahindra XUV (400)	To be replaced
2	HR38AG9896	Mahindra XUV (400)	To be replaced

J. Recommendation

In view of the above, the proposal is placed before the Authority for consideration and approval of Replacement of existing vehicles under previous contract and hiring of an extra vehicle.





वेबसाइट: www.seepz.gov.in | ई-मेल: dcseepz-mah@nic.in | टेलीफोन: 022-28290856/28294700

F.No.: E-OPT-11/167/2022-IT/COMP/03627

Date: 30.03.2026

WORK ORDER

To
M/s Maa Sharda Car Service
Thakur Bhagat Singh Chawal, Behind SEEPZ Qtrs, MIDC,
Andheri (East), Mumbai-400 093
Phone: 022 2826 5074

Subject: Award of Contract and Issuance of Work Order for Hiring of Vehicles on Vehicle-Day Basis under Service Level Agreement (SLA) - Tender ID: GEM/2026/B/7268740.

Reference

1. Tender ID GEM/2026/B/7268740 published on 20.02.2026
2. Financial rates quoted by bidder
3. Approval of Competent Authority for award to L1 bidder

Award of Contract

This office is pleased to award the contract to M/s Maa Sharda Car Service for providing dedicated vehicles with drivers on Vehicle-Day Basis as per approved Service Level Agreement (SLA) and terms & conditions of the tender document.

You have been declared the Lowest (L1) Bidder with total contract value of: ₹58,31,928/- (Rupees Fifty-Eight Lakh Thirty-One Thousand Nine Hundred Twenty-Eight Only)

2. Scope of Work & Vehicle Details

The following vehicles with trained drivers shall be provided as per quoted rates and SLA specifications:

Sr No	Category	Indicative Model	Qty	Duty Hours	Monthly Km	Monthly Rate (₹)	Total 24 Months (₹)
1	Sedan	Maruti Suzuki Dzire	1	24 Hours	3000	67,999	16,31,976
2	SUV	Maruti Suzuki Ertiga	1	12 Hours	2000	72,999	17,51,976
3	Premium SUV	Toyota Innova Crysta	1	12 Hours	2000	1,01,999	24,47,976

Total Monthly Value: ₹2,42,997

Total Contract Value (24 Months): ₹58,31,928

1 | Page

Recd By hand,
31/3/26
Vikas Yadav

3. Contract Period

- i. The contract shall be valid for: **Two (02) Years** from date of commencement of services and Extensible by **One + One Year** at a time subject to Satisfactory performance and Approval of Competent Authority.
- ii. Date of Commencement of Services: **01.04.2026**

4. Key Terms & Conditions

4.1. Vehicle Requirements

- i. Vehicles shall be **Model Year 2023 or newer**
- ii. Maximum running less than **25,000 km**
- iii. **Company-fitted Petrol/CNG vehicles only**
- iv. **Clean and well-maintained condition**

4.2. Driver Requirements

- i. **Minimum 5 years' experience**
- ii. **Valid Driving License**
- iii. **Police Verification**
- iv. **Uniform and ID Badge**
- v. **Professional conduct**

4.3. Service Provider Responsibilities

- i. The Service Provider shall be responsible for:
 - a) **Fuel**
 - b) **Driver salary**
 - c) **Maintenance**
 - d) **Insurance**
 - e) **PUC**
 - f) **RC**
 - g) **Fitness Certificate**
 - h) **Permits**
 - i) **FASTag**
 - j) **Statutory compliances**
- ii. **Toll and Parking shall be reimbursed on actual basis against supporting documents.**

4.4. Replacement Clause

- i. **Immediate replacement of vehicle in case of breakdown**
- ii. **Immediate replacement of driver if required**
- iii. **Backup vehicle arrangement mandatory**

4.5. Rate Validity

- i. No rate escalation allowed during contract period
- ii. Extra Km / Extra hours payable as per SLA
- iii. Outstation charges as per approved bid

4.6. Performance Security

- i. The Service Provider shall submit: **Performance Security @ 5% of Annual Contract Value**
- ii. **Within 21 Days** of issuance of Work Order in the form of Bank Guarantee or FDR.
- iii. **Validity of instrument: Contract Period + 180 Days.**

4.7. Payment Terms

- i. Monthly Payment
- ii. Invoice submission with:
 - a) Logbook
 - b) Attendance
 - c) Service feedback
 - d) Compliance documents
- iii. **Payment Timeline: Within 30 Days** of invoice submission
- iv. No advance payment shall be made.

4.8. Penalty Clause

- i. Penalty shall be imposed for:
 - a) Non-deployment
 - b) Delay in reporting
 - c) Breakdown without replacement
 - d) Driver misconduct
 - e) Poor vehicle condition
- ii. Penalty shall be imposed as per SLA.

4.9. Subletting Clause

- i. Subletting of contract is not permitted. However:
 - a) Aggregator vehicles permitted
 - b) Prime contractor remains responsible

4.10. Termination Clause

- i. Contract may be terminated in case of:
 - a) Poor performance
 - b) Repeated penalties
 - c) Misconduct
 - d) Non-compliance
 - e) Cumulative penalty reaching 10%

4.11. Statutory Compliance

- I. The Service Provider shall comply with:
 - a) GST
 - b) EPFO
 - c) ESIC
 - d) Labour Laws
 - e) Motor Vehicle Act
 - f) GFR Guidelines
 - g) MSME Provisions

4.12. Commencement of Services

Services shall commence within: **7 Days** from issuance of Work Order OR As mutually agreed.

4.13. Integrity Pact

The executed Integrity Pact (₹500 Stamp Paper) shall remain valid during contract period.

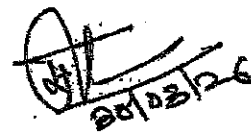
4.14. Binding Contract

- I. This Work Order along with:
 - a) GeM Contract (if any)
 - b) Tender Document / SLA / ATC.
- ii. Shall form binding contract between: **SEEPZ-SEZ Authority and M/s Maa Sharda Car Service.**

4.15. Acceptance

You are requested to acknowledge acceptance within 3 days of receipt of this Work Order.

For SEEPZ-SEZ Authority



Dr. Sandip Bhosale

Dy. Development Commissioner
SEEPZ-SEZ Authority, Mumbai

Acceptance by Service Provider

We hereby accept the Work Order and agree to abide by all terms and conditions.

For M/s Maa Sharda Car Service

Authorized Signatory:

Name:

Date:

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI**

AGENDA ITEM No. 05

A. Proposal:

Post-facto Approval for Engagement of Shri D. S. Patil, Retd. Joint Secretary (Legal), Government of Maharashtra as Legal Consultant to Expert Committee – reg.

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

“Section 34 of SEZ Act, 2005 and Section 6 of SEZ Authority Rule, 2009”

C. Other information:

The Authority, in its 74th Meeting, approved constitution of an Expert Committee for formulation of a policy regarding renewal of sub-lease of plots/galas for 30, 95, and 99 Years in SEEPZ-SEZ. The Committee is required to examine past and existing sub-lease records, contractual documents and relevant legal provisions.

Vide email dated 19.01.2026, Shri K. P. Bakshi, Retd. IAS, Chairman of the Committee, submitted a proposal stating that the work involves detailed legal scrutiny of voluminous records and requires continuous legal assistance. The Committee had been taking assistance of Shri D. S. Patil, Retd. Joint Secretary (Legal), Government of Maharashtra, on a request basis. Considering the complexity and continuity of the work, it was proposed to formally engage Shri D. S. Patil as Legal Consultant. Initially, a consultancy fee of ₹20,000/- per sitting was proposed.

Accordingly, the SEEPZ-SEZ Authority approved the engagement of a retired officer as Legal Consultant, with the consultancy fee restricted to ₹15,000/- per sitting, along with pick-up and drop facility on days of physical meetings at SEEPZ-SEZ, Mumbai and directed that the proposal be placed before the Authority for post-facto approval.

D. Financial Implication:

1. Consultancy Fee: ₹15,000/- (Rupees Fifteen Thousand only) per sitting.
2. Transport facility for pick-up and drop on days of physical meetings at SEEPZ premises.

E. Recommendation:

The Authority may accord **post-facto approval** for engagement of Shri D. S. Patil, Retd. Joint Secretary (Legal), Government of Maharashtra, as Legal Consultant to the Expert Committee on the terms mentioned above.



Regarding appointment of Legal Advisor for the Advisory Committee.

Aman Kumar Sharma < amank.g142101@gov.in >

Tue, 10 Feb 2026 6:47:57 PM +0530

To "kpbplang"<kpbplang@gmail.com>

Cc "dcseepz-mah"<dcseepz-mah@nic.in>,"jdcseepz-mah"<jdcseepz-mah@nic.in>,"ddcseepz-mah"<ddcseepz-mah@nic.in>,"ajeetbhati"<ajeet.bhati@gov.in>

Sir,

Please refer to your email dated 19.01.2026 on the subject cited above regarding the requirement of a Legal Consultant for the Advisory Committee.

In this connection, please find attached a copy of Letter No. SEEPZM-EOPT0GENF/40/2025-EO/02007 dated 10.02.2026 for your kind reference and information.

Regards,

Office of The Development Commissioner,
SEEPZ-SEZ, Mumbai

1 Attachment(s)

02007.pdf
77.7 KB

भारत सरकार
वाणिज्य और उद्योग मंत्रालय
सीएच ज़ोन आर्थिक क्षेत्र प्राधिकरण
अंधेरी (पूर्व), मुंबई - 400099



Government of India
Ministry of Commerce & Industry
SEEPZ Special Economic Zone Authority
Andheri (E), Mumbai - 400099

वेबसाइट: www.seepz.gov.in | ई-मेल: dcseepz-mah@nic.in | टैलफोन: 022-26295956/26294706

File No. SEEPZM-EOPT0GENF/40/2025-EO/02007 10-02-2026

To
Shri K. P. Bakshi (Retd. IAS),
Former Additional Chief Secretary,
Government of Maharashtra,
Mumbai.

विषय: सलाहकार समिति के लिए विधिक सलाहकार की नियुक्ति के संबंध में।
Subject: Regarding appointment of Legal Advisor for the Advisory Committee.

महोदय/Sir,

दिनांक 19.01.2026 के आपके ईमेल के संदर्भ में, जिसमें आपने अतीत और वर्तमान के उप-घट्टों के कानूनी अभिलेखों की जांच और उचित सिफारिशें तैयार करने के संबंध में सलाहकार समिति के लिए कानूनी सहायता की आवश्यकता के बारे में बताया था।

इस संबंध में यह सूचित किया जाता है कि सलाहकार समिति की सहायता के लिए महाराष्ट्र सरकार के सेवानिवृत्त संयुक्त सचिव (कानूनी) श्री डी. एस. पाटिल को कानूनी सलाहकार के रूप में नियुक्त करने के प्रस्ताव की सक्षम प्राधिकारी द्वारा निम्नलिखित शर्तों और नियमों पर जांच की गई है और उसे मंजूरी दे दी गई है:

- प्रति बैठक परामर्श शुल्क ₹15,000/- (पंद्रह हजार रुपये मात्र)।
- SEEPZ परिसर में आयोजित होने

With reference to your email dated 19.01.2026 regarding the requirement of legal assistance for the Advisory Committee in connection with examination of legal records of past and present sub-leases and preparation of appropriate recommendations.

In this regard, it is conveyed that the proposal for engagement of Shri D. S. Patil, Retired Joint Secretary (Legal), Government of Maharashtra, as Legal Consultant to assist the Advisory Committee has been examined and approved by the Competent Authority, on the following terms and conditions:

- Consultancy fee of ₹15,000/- (Rupees Fifteen Thousand only) per sitting.
- Provision of transport facility for pick-

खाली बैठकों के दिनों में आने-जाने के लिए परिवहन सुविधा उपलब्ध कराई जाएगी।

up and drop on days of physical meetings held at SEEPZ premises.

यह सीपज़-सेज़ सक्षम अधिकारी, की अनुमोदन से जारी किया जाता है।

This issues with the approval of Competent Authority, SEEPZ-SEZ.

भवदीय,

Digitally signed by
SANDIP DINKAR BHOSALE
Date: 10-02-2025
16:12:34

(संदीप डी. भोसले)
उप विकास आयुक्त,
सीपज़-सेज़

To,

1.संपदा वित्त, सीपज़ सेज़

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

AGENDA ITEM NO. 06

Proposal

To revise the service charges and recover the same uniformly from all units in SEEPZ-SEZ. The service charges shall also be reviewed annually and revised, if required, as decided by the Authority.

1. Statutory Provisions

The proposal is placed before the SEEPZ Special Economic Zone Authority for consideration and approval in terms of:

- **Section 34(2)(d)** of the Special Economic Zones Act, 2005, which empowers the Authority to undertake development, maintenance and upgradation of infrastructure within the SEZ; and
- **Rule 8(xi)** of the SEZ Authority Rules, 2009, which provides that the Authority shall take steps to ensure recovery of all dues of the Authority and the Central Government.

2. Background


The SEEPZ Authority provides common services and infrastructure facilities to all units operating in SEEPZ-SEZ. These include expenditure on repairs, Lift AMC, Housekeeping services, Security Services and other service-related works required for maintenance and smooth functioning of the Zone.

It has been observed that during FY 2025-26, the Authority raised service charges of ₹8.68 crore and realized ₹8.27 crore, whereas the expenditure incurred on services to units amounted to ₹27.97 crore.

Accordingly, the shortfall works out to:

- ₹19.29 crore on billing basis
- ₹19.70 crore on receipt basis

This shows that the present service charges are not sufficient to recover the expenditure incurred by the Authority on services to units.



3. Basis for Proposed Increase

The total area as on the date of generation of the latest service charge bill is 3,65,741 sq. mtr. In order to recover the shortfall of ₹19.29 crore on billing basis, the additional service charge required works out to ₹527 per sq. mtr. per annum, accordingly, against the existing service charge of ₹250 per sq. mtr. per annum, it is proposed that the same be revised to ₹777 per sq. mtr. per annum (₹250 + ₹527), recoverable from all units.

4. Need for Recovery from All Units

The common services and infrastructure maintained by the Authority are used by all units in the Zone. Therefore, it is necessary that service charges are recovered uniformly from all units so that the cost of such common services is shared equitably and the Authority is able to sustain service delivery and maintenance of infrastructure.

5. Review of Service Charges


It is further proposed that the service charges may be reviewed every year based on the actual expenditure incurred by the Authority on services to units. In case there is any increase in such expenditure, the service charges may be revised suitably, as decided and approved by the Authority from time to time.

6. Proposal for Approval

The following is placed before the SEEPZ Special Economic Zone Authority for consideration and approval:

- i). Approval for revision of service charges to ₹777 per sq. mtr. per annum for all units in SEEPZ-SEZ on built-up area, including long-leased plots and galas.
- ii). Approval for annual review of service charges based on the expenditure incurred on services to units, and revision thereof, if required, as decided by the Authority from time to time.

The agenda is placed before the Authority for consideration and approval.



SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI

कार्यसूची मद सं. / AGENDA ITEM NO. : 07

A. Proposal

To place before the Authority the *Report-I dated 13.03.2026* submitted by the Advisory Committee constituted for implementation of Sub-lease Renewal Policy, for perusal, consideration and approval in respect of:

- (i) Fixation of revised 'Fair Rental Rate' for renewal of sub-leases in SEEPZ-SEZ
- (ii) Adoption of Model Sub-lease Agreement
- (iii) Adoption of Model 'No Objection Certificate for Creation of Mortgage'

B. Relevant Provision of SEZ Act, 2005 & SEZ Rules, 2006:

Rule 8 of SEZ Authority Rules, 2009.

C. Preamble:

SEEPZ-SEZ Authority, with a view to address long pending issues related to sub-lease renewal, uniformity in agreements and mortgage-related matters, had constituted an Advisory Committee vide Office Order No. 06/2025 dated 05.09.2025.

The Committee comprised experienced members from administrative, legal and financial backgrounds under the Chairmanship of a retired IAS officer, with the mandate to examine the issues in detail and submit suitable recommendations for consideration of the Authority.

The Advisory Committee commenced its deliberations from **25.09.2025** and held multiple meetings with SEEPZ-SEZ officials. The Committee examined various critical issues including arriving at Fair Rental Rate upon renewal of sublease agreements, expired sub-leases, absence of uniform agreements and deficiencies in existing mortgage procedures.

Further, draft proposals on the above subjects were prepared and circulated within the administration for internal inputs. Thereafter, stakeholders including Unit holders, Association representatives and Bank officials were consulted.

An open house discussion was held on **06.02.2026** wherein detailed suggestions were received and deliberated upon. Only those suggestions which were practical, legally tenable and administratively feasible were incorporated in the final report.

It has been observed that a large number of sub-leases in SEEPZ-SEZ have expired, including cases pending since 2013, and are awaiting renewal.

Further, lack of standardized agreements and clear policy framework has resulted in:

- a. Administrative delays
- b. Revenue loss
- c. Increased litigation
- d. Issues in mortgage approvals and NPA cases

In view of the above, the recommendations of the Advisory Committee are required to be considered and approved by the Authority for implementation.

Recommendations of Advisory Committee (Detailed Report Attached):

(i) Fixation of Fair Rental Rate

The Committee, after detailed analysis of auction data (May 2025 & December 2025), Rule 74A related cases and market conditions, has recommended a rational and balanced rental structure.

The Committee adopted weighted average rates, discarded outliers and arrived at a fair base rate. The Committee also considered SEZ objectives such as export promotion and employment generation.

a. Final Recommendation:

- ₹7,767/- per Sq. Mtr. per annum (Fair Rental Rate)
- ₹9,708/- per Sq. Mtr. per annum (For mortgage cases - 1.25 times)

b. Applicability:

- Effective from 01.04.2026
- Annual escalation @ 5%

This ensures a balance between revenue generation and sustainability of SEZ units.

(ii) Adoption of Model Sub-lease Agreement

The Committee observed that no uniform sub-lease agreement exists, leading to inconsistency and legal disputes.

Accordingly, a comprehensive **Model Sub-lease Agreement** has been drafted after detailed consultation with stakeholders and internal scrutiny.

The proposed model agreement:

- a. Standardizes terms and conditions
- b. Protects Authority's as well as unit's interests
- c. Reduces ambiguity and litigation
- d. Provides clear framework for future sub-leases

(iii) Adoption of Model NOC for Creation of Mortgage

The existing system for issuance of NOC for mortgage was found to be inadequate and prone to legal complications, resulting in revenue loss and increase in NPAs.

The Committee, after consultation with Banks, legal experts and stakeholders, has prepared a standardized **Model NOC**.

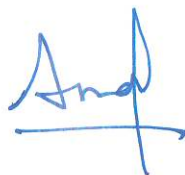
The proposed model:

- a. Ensures legal clarity
- b. Safeguards Authority's rights
- c. Streamlines mortgage approval process
- d. Minimizes financial risk

F. Recommendation (for Post-facto Approval):

The Competent Authority may consider according approval for acceptance of :

1. Acceptance of Report-I submitted by the Advisory Committee; i.e
 - a. Approval of the proposed Fair Rental Rate;
 - b. Adoption of the Model Sub-lease Agreement;
 - c. Adoption of the Model NOC for Creation of Mortgage; and
2. Authorization for implementation of the above w.e.f. 01.04.2026, with such modifications as may be deemed appropriate.



1

**SEEPZ Special Economic Zone
Authority
Andheri (East), Mumbai**

**REPORT-I
Fair Rental Rate, Model Sub-lease
Agreement
and
Model No Objection Certificate
for Creation of Mortgage**

**Advisory Committee
for
Implementation of the Sub-Lease Renewal
Policy
March, 2026**

FOREWORD

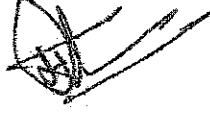
Advisory Committee for Implementation of the Sub-Lease Renewal Policy hereby submits its

REPORT-I

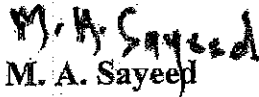
**To The Development Commissioner, SEEPZ-SEZ, Andheri (East),
Mumbai**

1. This report contains the recommendation regarding the 'Fair Rental Rate' to be applied to the unit whose thirty-year Sub-lease period has expired and has applied to the Authority for renewal of their sub-leases. This will also apply to those Units or Galas whose five-year and thirty-year Sub-leases will be expiring in due course of time. The recommendations are to be considered for all the Galas which were built by the MIDC/SEEPZ-SEZ Authority/ respective Unit holders themselves, through the premium payment route or otherwise.
2. This Report also contains a 'Model No Objection Certificate for Creation of Mortgage', which may be issued, to the Finance Lending Institutions, by the SEEPZ-SEZ Authority or by its authorised official. Changes or modifications in the 'Model No Objection Certificate for Creation of Mortgage' may be made in case of a specific Unit holder if it is so required and the Lending Institution, the Unit holder seeking the loan for their business and the SEEPZ-SEZ Authority.
3. Further in this Report, is a 'Model Sub-lease Agreement' which may be used for entering into new Sub-lease Agreements with the Unit holders. Here again changes or modifications in the 'Model Sub-lease

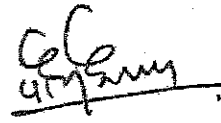
Agreement' may be made in case of a specific Unit holder if agreed mutually between the Unit holder and the SEEPZ-SEZ Authority.



Dr. Sandip D. Bhosale
Estate Officer
SEEPZ-SEZ Authority
Convener



M. A. Sayeed
Former Member,
Maharashtra State Human Rights Commission,
Ex Principal Law Secretary & R.L.A.,
Government of Maharashtra
Member



P. J. Jadhav
Ex-Joint Secretary,
Finance Department,
Government of
Maharashtra,
Member



K.P. Bakshi, IAS (Retd)
Former Additional Chief Secretary,
Government of Maharashtra
Chairman

BACKGROUND

This Advisory Committee was appointed vide Office Order No. 06/2025 dated 05.09.2025. Certain Terms of Reference were included in the appointment order. It was expected that the Committee will interact with the SEEPZ-SEZ officials, understand the issues, deliberate on each of the issues at length and make appropriate recommendations to the Development Commissioner, SEEPZ-SEZ for further necessary action and implementation of those recommendations which are finally accepted by them.

INTRODUCTION

The Advisory Committee first met on 25.09.2025. The SEEPZ-SEZ Officials were well represented and the Development Commissioner himself was present throughout the entire meeting. Many of the issues facing the administration of SEEPZ-SEZ Authority were found to be extremely urgent. In fact, it will not be out of place to say that many of the issues were competing with each other for gaining the attention of the Advisory Committee. At times, the Committee felt that we should reshuffle the priorities due to extreme urgency of certain issues. Some examples are the format of the 'Model No Objection Certificate for Creation of Mortgage' which is now to be finalized for the lending institutions, the 'Model Sub-lease Agreement' draft for entering into further sub-leases, the new rental rates to be applied to those units whose sub-lease period has already expired and they have continued to be the legal sub-lease holders until the recommendations of the Committee are considered and they are found to be suitable claimants for renewal of their expired sub-leases. There are still some cases where the sub-leases have expired as long back as in 2013 as brought to the notice of this Committee till date. In this

scenario the Committee had to work under tremendous time constraint and come out with the most pressing and awaited recommendations at the earliest. Committee acknowledges the valuable inputs given by the Development Commissioner himself as well as by the senior level officers of the SEEPZ-SEZ. The Committee is fully satisfied that all relevant inputs have been placed before it and that we feel fully equipped to give shape to our recommendations on the issues. In order to save time and at the same time provide opportunity to the administration to start considering some of the recommendations of this Committee, as and when they are finalized and handed over to the administration. As a result of this, the Committee feels that it will be prudent to give interim part reports on separate issues at short intervals.

METHODOLOGY

As mentioned earlier, the methodology adopted by the Advisory Committee was to first understand the issues, some of them appearing to be too complex, deliberate upon those issues, understand the causes of some irregularities which might have crept in either due to oversight or due to mistake. The Committee strived hard to minimize the possibility of such mistakes likely to occur in future. After the initial drafts of the above three subjects were ready before the Committee, the same were circulated within the administration for their discussion inhouse and necessary inputs. Having come to a stage of making the draft known to the other stake holders outside the SEEPZ-SEZ administration, the same were circulated to the stake holders that is to say the Association representatives, Bank officials and Unit holders having 30-year sub-lease period. They were requested to send their inputs first in writing to the Convener of the Committee and then to physically remain present on a pre-fixed date for an open house discussion. Sufficient time was allocated for them to

respond. Some of the prospective attendees and the Association officials requested the administration to allow them more time for studying the drafts and submitting their responses. The administration, in consultation with the Advisory Committee extended the response period further and allowed more time for them to study the proposed drafts. Accordingly, on 6th February 2026, all the interested stake holders were represented through their nominees and a very fruitful discussion took place which lasted a few hours. The suggestions which were important, practical and legally implementable have been reconsidered and only after that, the Committee has prepared this report. The record of minutes of various internal meetings of the Advisory Committee is being compiled separately by the Convener and are kept in the Office of the SEEPZ-SEZ for future reference.

REPORTS IN PARTS

As mentioned earlier, aforesaid issues which were competing for priority have been taken up on urgent basis and interim reports are being submitted to the administration for their internal deliberation and approval, with or without modifications, following the due procedure of the Authority.

Proposed revised rental rate - 'Fair Rent' for renewal of Sub-lease period

- I. Before arriving at the figure of rental rate for computing the 'Fair Rental Rate', several options were examined by the Committee. Even the MIDC notifications regarding fixation of Land lease rent, which are revised and issued periodically, were taken into consideration. These notifications pertained to land lease rate for a period of 95 years. The Committee found that it may not be relevant

in our case. However, it was noticed that the land lease rate is revised after a gap of two years and the increase in the land lease rate is substantial. The other important aspect noticed by the Committee was that such revisions were made effective from a particular date. The Committee has not taken these rates as the basis for computing the proposed fair rent, as they pertain only to the land.

2. The Committee considered the recent auctions conducted by SEEPZ-SEZ Authority in May 2025 in respect of NEST – 2 (Newly constructed premises) as well as of buildings namely SDF-II, SDF-IV, SDF-V, SDF-VI and G&J-III. These figures are pertaining to Galas and they are in Rs. /Sq. Mtr. /Annum. They are for different areas as shown in the respective TABLEs. The Sub-lease period for these auctioned Galas is five years. The maximum rates obtained through online auction are shown separately under the column having the heading as 'H1 Rate (Rs. /Sq. Mtr. /Annum)'. TABLE-II is showing all figures pertaining to NEST-2 which is a new building. TABLE-III is showing all figures pertaining to SDF-II, SDF-IV, SDF-V, SDF-VI and G&J-III which are old buildings. Below each of these TABLEs an abstract has been given. This abstract brings out the highest rate received in the online open auction, the arithmetic average rate, the weighted average rate and the lowest rate. The weighted average rate appears to be logical and closest to the fair value of rental rate in the opinion of the Advisory Committee. In other words, the highest rates which may be close to the open market rates are discarded in all TABLEs as outliers. Similarly, the lowest rates are again considered to be outliers, hence not taken for computation purposes. As will be evident from the abstract below TABLE-II, the weighted average rate for new NEST-

2 building is coming to Rs.18,486/-Sq. Mtr/Annum. Similarly, the weighted average rate for the old buildings namely SDF-II, SDF-IV, SDF-V, SDF-VI and G&J-III is Rs.13,520/-Sq. Mtr/Annum. Noticeably the weightage average rate for new NEST-2 building is higher than the weighted average rate of above old buildings. This is quite natural, logical and acceptable. The weighted average rate of Rs. 13520/Sq. Mtr. /Annum is taken for computation of the finally recommended Fair Rent. However, the Committee took a conscious decision to discard even the weighted average rate for the new NEST-2 building so as to ensure that the Unit holders are not put to any avoidable hardship. Hence, figures shown in NEST-2 are not considered as will be evident from TABLE-I last column.

3. The second open online auction was conducted by SEEPZ-SEZ authority in December 2025. These figures are enlisted in TABLE - IV. These premises are pertaining to buildings viz. SDF-III, SDF-VI, SDF-VII & the Multi-storied building. The abstract shows that the highest rate is Rs. 28,250/Sq. Mtr/Annum. The average rate is Rs. 12,312/Sq. Mtr/Annum, the weighted average rate is Rs. 13,372/Sq. Mtr/Annum and the lowest rate is Rs. 7,520/Sq. Mtr/Annum. Having discarded the weighted average rate of new NEST-2 building as mentioned in Para 2 above, we find it proper to consider the weighted average rate of TABLE-IV, which is Rs. 13,372/Sq. Mtr/Annum, for the purpose of arriving at just and fair value of the rental rate for computation of the proposed Fair Rent.
4. The last TABLE-V shows data which is relevant for new 30-year sub-lease rate of Galas at the time of renewal of sub-leases. These are the rates applied to incoming entrepreneur under the provisions

of Rule 74(A) and /or change /transfer of ownership by other means viz. auction by Banks/ DRT/ Liquidator etc. The highest rate, here too, is as much as Rs. 18,100/Sq. Mtr. /Annum. The lowest rate is Rs. 2,992/Sq. Mtr. /Annum. The arithmetic average rate is Rs. 9,201/Sq. Mtr. /Annum and the weighted average rate is Rs. 8,059/Sq. Mtr. /Annum. The highest and lowest rates are discarded as they are considered to be outliers in the considered opinion of the Committee. The weighted average rate of Rs. 8059/Sq. Mtr. /Annum is taken for computation of the finally recommended Fair Rent. The Tables I, II, III, IV & V are placed at Annexures-I to V respectively.

5. Therefore, the Committee has considered only the weighted average rates as shown in TABLES-III, IV and V. Since, these rates have been obtained in open auctions, all the benefits accruing to the Units engaged in export of Gems & Jewelry, Electronic products and Software services have been duly considered by them. They have also taken into consideration the pros and cons of setting up their units elsewhere i.e. outside the SEEPZ-SEZ premises. It is quite possible that the units which are going to be re-located within the SEEPZ-SEZ premises have certain issues regarding maintenance, property tax payment, Regulations and other hurdles. Needless to say, that the Unit holders have duly considered these aspects as well, before offering their rates in the open auctions conducted by the SEEPZ-SEZ Authority.
6. One of the views in the Committee was that the arithmetic average of all the three weighted average rates as shown in TABLES – III, IV and V, which is Rs. 11,650/ Sq. Mtr/Annum, should serve the purpose of computing the Fair Rent to be applied for all future sub-

leases. This rate of Rs. 11,650/ Sq. Mtr/Annum is already much below the prevailing market rate of similar Industrial premises located just outside SEEPZ-SEZ area. The prevailing market rate outside the SEEPZ-SEZ area could be anything between two times to three times of the above rate. This matter was therefore, further debated within the Committee and was also discussed in detail with the SEEPZ-SEZ Officials.

7. During further discussions in the Committee, one of the views which came forward was that the Units are contributing towards bringing in more Foreign Exchange for the Country and are generating substantial Employment, which is the core concept behind setting up of the SEZs in the Country. Hence, the Committee felt that the above rate should be further reduced by 1/3rd. This approach will facilitate SEEPZ-SEZ objectives while ensuring continued viability for existing and future occupants. Therefore, the Committee is of the view that the Rental Rate for all Units should be Rs.7,767/ Sq. Mtr/Annum, which is just and fair. For those units which intend to mortgage the Sub-lease rights for availing loan for their permitted business purposes or for any other purpose incidental thereto, the proposed rental rate should be considered as 1.25 times the above rental rate. This rate comes to Rs.9,708/Sq. Mtr/Annum.
8. These 'Fair Rental Rates' recommended by the Committee may be made applicable from 01.04.2026 and should stand revised upwards by 5% per annum after completion of every financial year. The Units due for renewal of their expired sub-leases on or before 31.03.2026 should be called upon to enter into new Sub-lease Agreements with these recommended basic 'Fair Rental Rates' prospectively. For

those Units which will require renewal of their sub-leases on expiry of their existing sub-leases, the revised 'Fair Rental Rates' will stand enhanced by 5% for every completed financial year starting from 01.04.2026.

Proposed revised Model 'Sub-lease Agreement'

1. It was brought to the notice of the Committee that at present there is no standard or 'Model Sub-lease Agreement' which can be used for entering into a Sub-lease. At different times different formats have been used in the past. There is no uniformity in the clauses, which gives rise to different interpretations and the clauses appear to be fair to some and unfair to others. Since some of the current Sub-leases have already expired and more will be expiring in due course of time, SEEPZ-SEZ Authority is required to consider their applications for renewal of their Sub-leases and take an appropriate decision. Those Units which have performed well in the past and are meeting all the criteria for issuance of a fresh Letter of Approval, need to be called upon by the SEEPZ-SEZ Authority for entering into a fresh Sub-lease at the earliest. Hence the 'Model Sub-lease Agreement' draft is required to be prepared. The entire draft should be such that pros and cons are considered by the Committee and the agreement is streamlined properly and effectively in order to plug the existing gaps and remove legal infirmities which give rise to litigation resulting into loss of revenue to SEEPZ-SEZ Authority and piling up of NPAs.
2. The first draft of the 'Model Sub-lease Agreement' was prepared and the same was circulated within the administration for their

inhouse discussion and necessary inputs. After receiving their comments and after having finalized the same at the level of the Committee, it was decided to obtain the comments and suggestions of other stake holders as well, outside the SEEPZ-SEZ administration. Hence the same was circulated to the stake holders, that is to say, the Association Representatives and Units waiting for the renewal of their expired Sub-leases. Association Representatives and many of these Units were present in the meeting held on 06.02.2026. Valuable and constructive inputs received from all the stake holders including the SGJMA and SEEMA were minutely reexamined.

3. The Committee considered the inputs received from concerned stakeholders and the draft was suitably amended. The Committee expects that the final draft will protect the interests of the all stakeholders and will provide safeguards, for a level playing field, to the parties entering into the Sub-lease. The final draft of 'Model Sub-lease Agreement' is placed at Annexure – VI.

Proposed revised Model 'No Objection Certificate for Creation of Mortgage'

1. It was brought to the notice of the Committee that present system of giving 'No Objection Certificate for Creation of Mortgage' should be streamlined properly and effectively in order to overcome the existing legal infirmities resulting into loss of revenue to SEEPZ-SEZ Authority and piling up of NPAs.
2. Therefore, the Committee, after detailed inhouse discussion, with the SEEPZ-SEZ Officials, decided to invite the representatives of

Banks, Official Liquidators, Resolution Professionals, Empaneled Senior Counsels representing the SEEPZ-SEZ Authority before different Judicial Forums. Their views were heard and considered by the Committee.

3. The first draft of the model 'No Objection Certificate for Creation of Mortgage' was prepared and the same was circulated within the administration for their inhouse discussion and necessary inputs. After receiving their inputs and having come to a stage of sending the draft to the other stakeholders outside the SEEPZ-SEZ administration, the same was circulated to the stakeholders, that is to say, the Association Representatives and Bank officials. Many of these representatives were present in the meeting held on 06.02.2026. Very valuable and constructive inputs came from the Bank Officials and Association representatives.
4. The Committee considered the inputs received from concerned stakeholders and relooked into the draft and made suitable amendments in the draft, in order to protect the interests of the all stakeholders. The final draft of model 'No objection Certificate for Creation of Mortgage' is placed at Annexure-VII.

ANNEXURE-I						
TABLE-I						
Advisory Committee for implementation of sub-lease renewal Policy						
SEEPZ-SEZ Authority, Andheri, Mumbai						
PROPOSED 30 YEAR SUB-LEASE RATE OF GALAS AT THE TIME OF RENEWAL OF SUBLEASE (UNDER DISCUSSION)						
Sr. No.	Table	Different Rates	Market rates received in	Building Type	H1 Rate (Rs./ Sq. Mtr. / annum)	Comments
1	II	Highest rate	May, 2025	New	33000	Not considered
2		Average rate	May, 2025	New	18696	Not considered
3		Weighted Average rate	May, 2025	New	18486	Not considered
4		Lowest rate	May, 2025	New	6760	Not considered
5	III	Highest rate	May, 2025	Old	22000	Not considered
6		Average rate	May, 2025	Old	15323	Not considered
7		Weighted Average rate	May, 2025	Old	13520	Considered
8		Lowest rate	May, 2025	Old	6520	Not considered
9	IV	Highest rate	Dec, 2025	Old	28250	Not considered
10		Average rate	Dec, 2025	Old	12312	Not considered
11		Weighted Average rate	Dec, 2025	Old	13372	Considered
12		Lowest rate	Dec, 2025	Old	7520	Not considered
13	V	Highest rate	Feb, 2025-to Dec, 2025	Old	18100	Not considered
14		Average rate		Old	9201	Not considered
15		Weighted Average rate		Old	8059	Considered
16		Lowest rate		Old	2992	Not considered

Table	Different weighted average rates	Rate (Rs./ Sq.Mtr. / annum)	TO BE PROPO SED	Rate (Rs./ Sq.Mtr. / annum)
III	Weighted Average rate	13520		
IV	Weighted Average rate	13372	FAIR RENT	11650
V	Weighted Average rate	8059		

NOTES:

- (1) Auctions of New and Old Galas were done by the SEEPZ-SEZ Authority in the open market in May 2025. The rates received for new Galas in NEST-2 are shown in the Table-II and those for Old Galas in SDF-II to VI are shown in Table-III. Both the Tables are appended herewith.
- (2) Auctions of Old Galas in SDF-III, VI & VII were done by the SEEPZ-SEZ Authority in the open market in December 2025. The rates received are shown in the Table IV appended herewith.
- (3) The rent applied to incoming entrepreneur under the provision of Rule 74A and/or change/transfer of ownership by other means viz auction by Banks/ DRT/Liquidator, etc., between February 2025 to December 2025. The rates received are shown in Table V appended herewith.
- (4) Between the average rates and the weighted average rates in each auction, the later is considered for computation of the fair rent.
- (5) The finally accepted fair rent and applied to the new sub-lessee by the SEEPZ-SEZ Authority shall be increased by 5% per annum for the entire period of sub-lease as is the practice being followed today.
- (6) Need for better services by the SEEPZ-SEZ in future as well as need for taking up development of new buildings/ complexes, for giving a fillip to the export promotion, which is the core activity in the SEZs, has been duly recognised and has been kept in mind while recommending the fair rent.
- (7) The fair rent has been kept at a substantially low level, as compared to the open market in the nearby locality , in order to continue to provide the rate concessions to the good performing units.

ANNEXURE-II							
TABLE-II							
Advisory Committee for implementation of sub-lease renewal Policy							
SEEPZ-SEZ Authority, Andheri, Mumbai							
Data for deciding the new 30 year sub-lease rate of Galas at the time of renewal of sub-lease (Open market auctions done by the SEEPZ-SEZ in May, 2025)							
Sr. No.	Building Name	Gala No.	Area (Sq. Mtr.)	H1 Rate (Rs./ Sq. Mtr. / annum)	Lease Period (years)	H1 - Name of the Company	Building Type
1	NEST - 2	104	30	14500	5	ADVANCE POWER DISPLAY SYSTEMS LTD	New
2	NEST - 2	202	30	25000	5	R R IMPEX ELITE INDIA PRIVATE LIMITED	New
3	NEST - 2	203	30	16500	5	GESSWEIN TRADING PVT LTD	New
4	NEST - 2	307	30	30600	5	EUROTECNICHE INDIA PRIVATE LIMITED	New
5	NEST - 2	308	30	24550	5	UNICORN TRADING COMPANY PROP. KALPESH ARUN SANGHVI	New
6	NEST - 2	405	30	13250	5	DARSHAN JEWELS TOOLS PRIVATE LIMITED	New
7	NEST - 2	406	30	15150	5	JSVP ENTERPRISES	New
8	NEST - 2	507	30	10950	5	accelerate SEZ Logistics Private Limited	New
9	NEST - 2	605	30	14000	5	JASANI INDIA PRIVATE LIMITED	New
10	NEST - 2	606	30	19000	5	Shimayra Jewellery	New
11	NEST - 2	103	140	33000	5	ADVANCE POWER DISPLAY SYSTEMS LTD	New
12	NEST - 2	505	200	18500	5	GOLD TECH INDIA	New

13	NEST - 2	305	422	30390	5	Jasani Jewellery (Unit II)	New
14	NEST - 2	304	485	24870	5	MOKSH ORNAMENTS LTD	New
8	NEST - 2	506	30	6760	5	accelerate SEZ Logistics Private Limited	New
15	NEST - 2	501	579	16010	5	TREZZA JEWELS LLP	New
16	NEST - 2	301	711	13400	5	IDI JEWELS (INDIA) MFG PRIVATE LIMITED	New
17	NEST - 2	601	710	11400	5	ASHIR MANUFACTURING LLP	New
18	NEST - 2	602	710	18230	5	ASHIR MANUFACTURING LLP	New
19	NEST - 2	603	710	16000	5	JASANI INDIA PRIVATE LTMITED	New
20	NEST - 2	604	710	16000	5	JASANI INDIA PRIVATE LTMITED	New
21	NEST - 2	403	847	23260	5	D N J Creation LLP	New

ABSTRACT	
33000	Highest rate
18696	Average rate
18486	Weighted Average rate
6760	Lowest rate

ANNEXURE-III							
TABLE-III							
Advisory Committee for implementation of sub-lease renewal Policy							
SEEPZ-SEZ Authority, Andheri, Mumbai							
Data for deciding the new 30 year sub-lease rate of Galas at the time of renewal of sub-lease (Open market auctions done by the SEEPZ-SEZ in May, 2025)							
Sr. No.	Building Name	Gala No.	Area (Sq.Mtr.)	H1 Rate (Rs./ Sq.Mtr. / annum)	Lease Period (years)	H1 - Name of the Company	Building Type
1	SDF - II	51	875	6520	5	JASANI INDIA PRIVATE LTMITED	OLD
2	SDF - V	129D	89	22000	5	IMPERIAL JEWELS	OLD
3	SDF - IV	122	158	14110	5	TWINKLE DIAMOND JEWELLERY (INDIA) PRIVATE LIMITED	OLD
4	SDF - IV	121	671	20710	5	MOKSH ORNAMENTS LTD	OLD
5	SDF - VI	164	532	18100	5	Precious Rocks Exports LLP	OLD
6	G&J III	G32	657	10500	5	Elegant Collection	OLD

ABSTRACT	
22000	Highest rate
15323	Average rate
13520	Weighted Average rate
6520	Lowest rate

ANNEXURE-IV							
TABLE-IV							
Advisory Committee for implementation of sub-lease renewal Policy							
SEEPZ-SEZ Authority, Andheri, Mumbai							
Data for deciding the new 30 year sub-lease rate of Galas at the time of renewal of sub-lease (Open market auctions done by the SEEPZ-SEZ in Dec, 2025)							
Sr. No.	Building Name	Gala No.	Area (Sq. Mtr.)	H1 Rate (Rs./ Sq.Mtr. / annum)	Lease Period (years)	H1 - Name of the Company	Building Type
1	SDF-VII IT13	618	30	7610	5	Shimayra Jewellery	OLD
2	SDF-VII IT14	630	30	7520	5	Shimayra Jewellery	OLD
3	SDF-VII IT15	630	30	7540	5	Riddhis	OLD
4	SDF-VII IT16	618	30	7640	5	TREZZA Jewels LLP	OLD
5	SDF-VII IT17	618	30	7650	5	V and A Diamonds Private Limited	OLD
6	SDF-VII IT19	630	30	7650	5	VERNIVE Jewels	OLD
7	Multistoried Building 5 (AC Unit)	736	30	9010	5	Navgrahaa Gems Pvt Ltd	OLD
8	SDF-III 69	751	30	20150	5	Zenstar Jewellery LLP	OLD
9	SDF-III 89	640	30	16510	5	FIZA Creations LLP	OLD
10	SDF-III 76	640	30	28250	5	GENESYS International Corporation Limited	OLD
11	SDF-III 96	528	140	11100	5	Diagold Creation Private Limited	OLD
12	SDF-VI 187	532	200	17110	5	Kiara International Pvt Ltd	OLD
ABSTRACT							
28250					Highest rate		
12312					Average rate		
13372					Weighted Average rate		
7520					Lowest rate		

ANNEXURE-V							
TABLE-V							
Advisory Committee for implementation of sub-lease renewal Policy							
SEEPZ-SEZ Authority, Andheri, Mumbai							
Data for deciding the new 30 year sub-lease rate of Galas at the time of renewal of sub-lease (The rent applied to incoming entrepreneur under the provision of Rule 74A and/or change/transfer of ownership by other means viz auction by Banks/ DRT/Liquidator etc. between Feb 25 to Dec 25)							
Sr. No.	Building Name	Gala No.	Area (Sq.Mtr.)	H1 Rate (Rs./ Sq.Mtr. / annum)	Lease Period (years)	H1 - Name of the Company	Building Type
1	SDF-II	37	735	6500	5	Ornagem Exports India LLP	OLD
2	SDF-VI	181	837	2992	5	Imperial Jewels	OLD
3	SDF-VI	188	536	2992	5	Imperial Jewels	OLD
4	SDF-V	129	522	18100	5	Dholakia Jewels Pvt. Ltd.	OLD
5	SDF-V	137	973	6520	5	Dholakia Jewels Pvt. Ltd.	OLD
6	SDF-V	140	434	18100	5	Dholakia Jewels Pvt. Ltd.	OLD

ABSTRACT	
18100	Highest rate
9201	Average rate
8059	Weighted Average rate
2992	Lowest rate

ANNEXURE – VI

(This Sub-Lease agreement is applicable for sub-lease of 15 years and above)

SUB - LEASE AGREEMENT

THIS INDENTURE OF SUB-LEASE made at Mumbai on this day of _____ Two Thousand and _____ BETWEEN the Santacruz Electronics Export Processing Zone-SEZ Authority (“the Authority”) constituted vide Notification No. S.O.569(E) dated 27th February 2009 issued by the Ministry of Commerce & Industry (Department of Commerce), Government of India under Section 31 of the Special Economic Zones Act, 2005 (Act No.28 of 2005), through its Authorized Signatory _____ as per Sub Rule (viii) of Rule 8 of Special Economic Zone Authority Rules, 2009 having its head office at SEEPZ Special Economic Zone, Andheri (East) Mumbai – 400 096, hereinafter called as the SUB-LESSOR in the present Agreement (which expression shall, unless the context does not so admit includes its successors, assigns and legal representatives) Party of the **FIRST PART.**

AND

Shri/Smt./Ms. _____ carrying on a business as Proprietor in the name and style of _____ having his/her/its place of business at _____ hereinafter called the SUB-LESSEE (which expression shall, unless the context does not so admit includes his/her/its heirs, executors, administrators, permitted assigns and legal representatives) Party of the **SECOND PART.**

OR

Shri/Smt./Ms. _____ & _____ carrying on a business in partnership in the name and style of M/s. _____ having their Office/place of business at _____ hereinafter called the **SUB-LESSEE** (which expression shall, unless the context does not so admit include partners of the firm for the time being and from time to time, their survivors or survivor, their respective executors, administrators, permitted assigns and legal representatives) Party of the **SECOND PART**.

OR

M/s. _____ a Company incorporated under the Companies Act, 1956 /Companies Act, 2013 and having its registered office at _____ hereinafter called the **SUB-LESSEE** (which expression shall, unless the context does not so admit includes its successor, or successors in business, permitted assigns and the legal representatives) Party of the **SECOND PART**.

WHEREAS

1. by a Deed of Lease dated 20th January 1975 (hereinafter referred to as the **FIRST ORIGINAL DEED**) made between Maharashtra Industrial Development Corporation (**MIDC**) therein, (hereinafter referred to as the **ORIGINAL LESSOR**), of the First Part and the President of India, therein (hereinafter referred to as the **ORIGINAL LESSEE**), of the Second Part and registered at the Office of the Sub-Registrar at Bombay under Sr. No.392/1975 for a period of 99 years computed from 1st June 1973, the **ORIGINAL LESSOR** demised unto the **SUB LESSOR** the land and premises described in the Schedule thereunder written (being the same as described in the Second Schedule hereunder written) subject to the covenants, terms and conditions mentioned thereunder; **AND**

2. by another Deed of Lease dated 28th June 2005 (hereinafter referred to as the **SECOND ORIGINAL DEED**), made between Maharashtra Industrial Development Corporation (**MIDC**) therein, (hereinafter referred to as the **ORIGINAL LESSOR**), of the First Part and the President of India through the Development Commissioner SEEPZ-SEZ therein, (hereinafter referred to as the **ORIGINAL LESSEE**), of the Second Part and registered at the Office of the Sub-Registrar at Bombay under Sr. No. 7988/2005 for a period of 95 years computed from 1st January 2002, the **ORIGINAL LESSOR** demised unto the **SUB LESSOR** the land and premises described in the Schedule thereunder written (being the same as described in the Third Schedule hereunder written) subject to the covenants, terms & conditions mentioned thereunder;

3. by virtue of the aforesaid Deeds of Lease, the **SUB-LESSOR** is empowered /authorized to sub-lease the demised premises or part thereof, situated within SEEPZ-SEZ in accordance with law;

4. the **SUB-LESSEE** has applied for allotment by way of sub-let/ sub-lease of the Gala(s)/Plot(s) (including superstructure, if any) situated at _____ (hereinafter referred to as "**the Demised Premises**") for carrying on approved export-oriented industrial /services activities and represent that it has full capacity and authority to enter into this sub-lease;

5. the **SUB-LESSOR** has agreed to grant the sub-lease of the **Demised Premises** subject to strict covenants herein and subject to the Authority's approval.

NOW THIS SUB - LEASE WITNESSETH AS FOLLOWS :

A. DEMISE

The SUB-LESSOR demises unto the SUB-LESSEE the Gala(s)/Plot(s) (including superstructure, if any) No. _____ admeasuring _____ sq. meters ("Demised Premises") for a Term of 5/15/30 years _____ months and _____ days commencing from _____ subject to strict performance of all covenants herein.

Description of Demised Premises

(a) In consideration of the sum of Rs. _____ (Rupees _____) paid by the SUB-LESSEE to the SUB-LESSOR towards one time premium for the Demised Premises, in addition to the rent hereinafter mutually agreed and fixed and of the covenants and agreements on the part of the SUB-LESSEE hereinafter contained, the SUB-LESSOR doth hereby demise unto the SUB-LESSEE all that piece of land known as Plot/Shed/Galla/Unit No. _____ admeasuring _____ Square Meters in the Industrial Area, and within _____ Village limits _____ Registration Sub-District, _____ District which is more particularly described in the First Schedule hereunder written and bounded by a _____ coloured boundary line, together with the buildings and erections, now or at any time hereinafter, standing and being thereon TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the ORIGINAL LESSOR all mines and minerals in and under the Demised Premises or any part thereof TO HOLD the Demised Land/ Plot/ Shed/ Gala/ Unit for the Term as stated above subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966; Special Economic Zones Act, 2005 and the Rules, Regulations, Notifications, and Orders etc. thereunder; PAYING THEREFOR yearly

rent of Rs. _____ (Rupees _____
only) during the said Term unto the SUB-LESSOR at the Office of
SEEPZ-SEZ Authority to whom the duties or functions of collecting the
rent may be assigned, or as otherwise required by the SUB-LESSOR. The
said rent to be paid in advance without any deductions whatsoever on or
before the day/s hereunder reserved each and every year.

B. COVENANTS BY THE SUB-LESSEE:

The SUB-LESSEE, with intent to bind all the persons into whosoever
hands the Demised Premises, may come doth/do hereby covenant with the
SUB-LESSOR as follows:

1. PURPOSE OF SUB-LEASE; NO DEVIATION

- (a) The Demised Premises shall be used exclusively for the approved
Special Economic Zones Activity/Activities (the SEZ activity) of
manufacturing/processing / services of all types of industry
including Gems & Jewellery, software development, IT services
and ITeS for export and other purposes incidental thereto, as
specified in the Letter of Approval issued and /or renewed from time
to time by the Competent Authority.
- (b) Any diversion, deviation or change of user, whether temporary or
permanent, without prior written consent of the SUB-LESSOR shall
be termed as a major breach of the sub-lease and the SUB-LESSOR
shall have right to terminate and forfeit all leasehold rights and
resume the Demised Premises by giving notice and opportunity of
being heard.

2. PREMIUM, LEASE RENT, INTEREST AND OTHER CHARGES:

- (a) During the said Term hereby created, the SUB-LESSEE shall pay unto the SUB-LESSOR a one-time premium of ₹ _____ (Rupees _____ only) at the time of entering into this sub-lease, if applicable.
- (b) In addition to the one time premium as mentioned above in B(2)(a), the SUB-LESSEE shall also pay a quarterly /half yearly /yearly (or part thereof on pro-rata basis), a sub-lease rent of ₹ _____ (Rupees _____ only) in advance on or before the first day of April/July/October/January as the case may be.
- (c) The sub-lease rent hereby reserved shall be increased annually in accordance with the rate as determined or revised by the Authority from time to time.
- (d) In the event of default in the payment of the sub-lease rent on the due dates as shown above, the SUB-LESSEE shall be liable to pay a simple interest at the rate of 12% p. a. (or as may be revised by the Ministry of Commerce and Industry, Government of India from time to time) and the same should be calculated on daily basis from the due date until actual payment.
- (e) The SUB-LESSEE, wherever applicable, shall pay all the charges as intimated by the Municipal Corporation of Greater Mumbai (MCGM) from time to time.
- (f) The SUB-LESSEE shall pay service charges to the SUB-LESSOR as decided by the Competent Authority from time to time.

- (g) The SUB-LESSEE shall pay the 'Fire Cess' charges to the SUB-LESSOR as decided by the Competent Authority from time to time.

3. **WATER CHARGES:**

- (a) The SUB-LESSEE shall pay the water charges as decided by the SUB-LESSOR from time to time.
- (b) The SUB-LESSEE shall comply with the prevailing **SEEPZ -SEZ Authority Water Supply Regulations**, including, but not limited to, payment of charges, maintenance of water meters, and timely compliance with any notices or directions issued by the Competent Authority.
- (c) The SUB-LESSEE shall however remain liable for payment of all dues, arrears and applicable reconnection charges, as prescribed under the prevailing water connection Regulations as framed by the Competent Authority
- (d) No subletting of the water connection shall be permissible to the SUB-LESSEE under any circumstances.

4. **PENALTY FOR BREACH OF CONDITIONS**

The SUB-LESSEE shall be liable to pay the penalties as per the circulars issued by the Competent Authority from time to time.

5. **SECURITY DEPOSIT AND ESCROW ACCOUNT**

- a) The SUB-LESSEE shall, within one month from the date of issue of Letter of Approval (LOA), pay an 'Interest Free Security Deposit'

equivalent to the sum of not less than six months' sub-lease rent. This 'Interest Free Security Deposit' shall become refundable, but only after expiry/ termination/ surrender of the sub-lease, subject to all dues being fully cleared to the complete satisfaction of the SUB-LESSOR after joint inspection.

- (b) In the event of any legal dispute arising out of this sub-lease between the SUB-LESSOR and the SUB LESSE, the SUB-LESSOR may require that the amount of sub-lease rent and other recurring payments be deposited with an 'Escrow Account' in which the SUB-LESSOR shall have a first charge.

6. INSURANCE

The SUB-LESSEE shall keep the demised premises insured against loss or damage by fire on account of explosion, malfunctioning of electrical apparatus/appliances or due to hazardous goods. The SUB-LESSEE shall pay the premium payable for that purpose so as to keep such insurance policy alive and subsisting and as soon as such payments are made, deliver to the Sub-Lessor the receipt failing or neglecting to keep the said premises so Insured or to deliver any such receipt payment, then and in every such case, it will be lawful for the Sub-Lessor to insure the said premises, for the amount aforesaid and all sums of money paid by the Sub-Lessor for such insurance with interest-thereof. Such amount has to be borne by Sub Lessee.

7. CONSTRUCTION, ALTERATIONS, FIXTURES, IMPROVEMENTS

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- (a) The SUB-LESSEE shall not make any excavation upon the said Demised Premises or any part thereof nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of building or for the purpose of executing any work pursuant to the terms of this sub-lease.
- (b) The SUB-LESSEE shall not erect any building or structure except compound wall, steps, garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed or make any alteration, construction, erection or addition in the structure erected/constructed on the Demised Premises as per the sanctioned plans without the prior written consent of the concerned Competent Authority of the said Industrial Area (hereinafter referred to as "Authority" which expression shall include any other Officer to whom the duties or functions of the said Authority, may be assigned.)
- (c) The SUB-LESSEE having constructed/to be constructed at its own expense, an access road leading from the main road to the Demised Premises as delineated on the plan hereto annexed and thereon coloured, shall at all times hereafter maintain the same in good order and conditions to the satisfaction of the SUB-LESSOR.
- (d) The SUB-LESSEE shall duly comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 as may be amended from time to time and the Rules made thereunder as also with any other conditions which may from time to time be imposed by any concerned Statutory

Authorities under the said Acts as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise whatsoever, and shall indemnify and keep indemnified the SUB-LESSOR against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

- (e) The SUB-LESSEE shall not, at any time during the Term of sub-lease, erect any building or structure on any portion of the said Demised Premises except in accordance with the plans sanctioned by the Competent Authority and in accordance with the applicable Development Control Rules and Building Regulations as well as Regulations framed by the Competent Authority from time to time in this regard.
- (f) The SUB-LESSEE shall not erect any additional building or part thereof unless specifications, plans, elevations, sections and details thereof, have been submitted by the SUB-LESSEE to the Competent Authority and necessary permissions have been obtained.
- (g) The SUB-LESSEE shall, at all times during the Term of the sub-lease, observe and conform to the Development Control Rules and Building Regulations as well as Regulations framed by the Competent Authority from time to time in this regard.
- (h) The SUB-LESSEE shall observe and conform to all Rules, Regulations and Bye-laws of the Local Authority concerned or any other Statutory Regulations in any way relating to public health and sanitation in force for the time being. The SUB-LESSEE shall further provide other sanitary arrangements for the labourers, workmen (and/or its employees, other staff employed on the

Demised Premises) in order to keep the Demised Premises and surroundings clean and in good condition to the satisfaction of the SUB-LESSOR. The SUB-LESSEE shall not, without the previous written consent of the SUB-LESSOR, permit any temporary labourers or workmen to reside upon the Demised Premises and in the event of such consent being given, shall comply strictly with the terms thereof.

- (i) The SUB-LESSEE shall, at its own expense, plant trees and maintain the trees, so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted per 200 Square Meters and one tree at a distance of 15 Meters on the frontage of road or part thereof but within the Demised Premises.
- (j) The SUB-LESSEE shall complete the construction/ renovation/ alteration and put the Demised Premises into use within a period of _____ months from the date of taking over the possession thereof. Further, it shall be mandatory for the SUB-LESSEE to start the production within the prescribed time limit as mentioned in the LOA. If for the reasons beyond the control of the SUB-LESSEE, the SUB-LESSEE could not complete the construction/renovation/alternation and put the Demised Premises into use within the said period of _____ months and desires to have an extension for the same, the SUB-LESSEE shall approach the SUB-LESSOR or any other officer authorised by it in this behalf in writing, with detailed reasons for such extension. The SUB-LESSOR, or the officer authorised by it on its behalf, after giving opportunity of hearing and after recording reasons may refuse such

extension or grant the same subject to such conditions including the condition for payment of required premium, as it may deem fit. In the event the SUB-LESSEE does not comply with these conditions, the SUB-LESSOR or the officer authorised by it on its behalf, shall have right to resume the Demised Premises or any unutilized portion thereof in accordance with the prevailing policy.

- (k) The SUB-LESSEE shall not, at any time during the Term of the sub-lease, cause any damage to any of the infrastructure provided by the SUB-LESSOR in the said Industrial Area or to any other SUB-LESSOR's property. In the event of such damage, the SUB-LESSOR may, by notice to the SUB-LESSEE, call upon it to rectify the damages in all respects and upon SUB-LESSEE's failure to do so, within a reasonable time, the SUB-LESSOR may rectify the same at the cost and expense of the SUB-LESSEE.
- (l) The SUB-LESSEE shall indemnify and keep indemnified the SUB-LESSOR against any and all claims, damages, losses which may be caused to any infrastructure provided by the SUB-LESSOR or to any adjoining buildings or other premises and also against all payments whatsoever, which during the progress of the work may become payable or be demanded by the SUB-LESSOR, or by any Municipality or any Local Body in respect of the said works or of anything done under the authority herein contained.
- (m) The SUB-LESSEE shall not carry out any structural changes, alterations or additions except with the prior approval in writing of the concerned Competent Authority.

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- (n) The SUB-LESSEE, at its own expense, shall carry out necessary repairs to the pavements, drains, compound walls/fences (including all usual and necessary internal and external painting, colour and white washing, etc.) as and when necessary and shall maintain them in good condition throughout the Term of the sub-lease, to the satisfaction of the SUB-LESSOR or its authorized representative. (This clause to be incorporated as and when applicable)
- (o) All permanent fixtures/ fittings, on expiry/ termination/ surrender, shall automatically vest in the SUB-LESSOR without any compensation whatsoever, from the SUB-LESSOR to the SUB-LESSEE, unless expressly agreed otherwise in writing by the SUB-LESSOR or by its authorized representative.
- (p) The SUB-LESSEE shall not put/store any machinery/ies or any inventory in the common areas and shall not use the common areas or any part thereof unless specifically permitted by the Estate Division of the Authority.

8. TRANSFER AND ASSIGNMENT

- (a) The SUB-LESSEE shall not sell, assign, transfer, encumber, or part with possession or create any interest in the Demised Premises, whether directly or indirectly, without the SUB-LESSOR's prior written consent which may be withheld or granted subject to conditions.
- (b) If the SUB-LESSEE has not taken prior consent from the SUB-LESSOR as enumerated above, the SUB-LESSOR or any officer authorized by it on its behalf may give notice in writing to the SUB-

LESSEE for termination of this sub-lease and may pass appropriate order in this regard after due opportunity of being heard and upon recording its reasons in writing.

- (c) In the event, the SUB-LESSEE, sells, assigns, transfers, encumbers, sublets, or parts with possession or creates any interest in the Demised Premises, whether directly or indirectly with the prior consent of the SUB-LESSOR, it shall deliver, at its expenses within 20 (twenty) days of registration, the duly registered instrument under the Indian Registration Act, or other amending Statute, to the SUB-LESSOR. Such delivery to be made to the SUB-LESSOR or to such Officer or person on behalf of the SUB-LESSOR as authorised from time to time.
- (d) The SUB-LESSEE shall have the option to surrender the unit at any time, provided that if the unit is surrendered within two (2) years from the commencement of sub-lease, the security deposit equivalent to six (6) months' rent shall be forfeited. The SUB-LESSEE shall give at least six (6) months' prior written notice of intention to surrender, and such surrender shall require the approval of the SEZ Authority. Refund of security deposit without interest shall be made post deduction of all the dues, if any, upto the date of handing over the vacant possession of the sub-leased Gala/Plot/Unit to the SEEPZ-SEZ Authority.

9. **MORTGAGE, CHARGES, LENDER APPROVAL**

- (a) The SUB-LESSEE shall not mortgage, charge, hypothecate or otherwise, either the Demised Premises or any part thereof or the lease hold rights therein, in favour of any person, bank or

financial institution for any purpose whatsoever, without a specific 'No Objection Certificate' issued by the SUB-LESSOR or by an officer authorised by it, in the prescribed format as amended from time to time.

- (b) Any mortgage, charge or hypothecation created and any instrument executed, without such specific 'No Objection Certificate' issued by the SUB-LESSOR or by an officer authorised by it, in the prescribed format as amended from time to time, shall be *void ab-initio* and shall not be binding upon the SUB-LESSOR.
- (c) If the SUB-LESSEE desires to mortgage, charge or hypothecate the Demised Premises or any part thereof or leasehold rights therein, in favour of any person, bank or financial institution for any purpose whatsoever, the SUB-LESSEE shall approach the SUB-LESSOR with a request in writing, with required details of the proposal. The SUB-LESSOR may, at its absolute discretion and subject to such terms and conditions as it may impose, grant a 'No Objection Certificate' to the SUB-LESSEE to mortgage the leasehold rights (and not the ownership rights) in the Demised Premises or any part thereof to any bank or financial institution for securing loan required for the purposes of setting up, operating or expanding the approved activities as per the Letter of Approval granted by the SUB-LESSOR and for no other purpose whatsoever.
- (d) Despite the SUB-LESSOR issuing the 'No Objection Certificate' to mortgagee, the rights of the mortgagee shall always be subject

to the overriding rights and powers of the SUB-LESSOR under the terms and conditions of this sub-lease.

- (e) The SUB-LESSEE shall submit to the SUB-LESSOR, a certified copy of the registered mortgage deed within 30 days of such registration.
- (f) The SUB-LESSEE shall, within a period of 90 days from the date of occurrence, give intimation to the SUB-LESSOR or to an officer authorised by it regarding any death, change of name, change of shareholding pattern, business transfer arrangements, Court approved mergers and demergers, change of constitution, change of directors, etc. as per the guidelines /notifications /instructions issued by the Ministry of Commerce and Industry, Department of Commerce, Government of India from time to time.

10. COMPLIANCE, LICENCES AND PERMITS

The SUB-LESSEE shall, at its own cost and expenses, obtain and maintain throughout the Term of the sub-lease all approvals, licenses, registrations, permits and clearances required for the business under the applicable laws. Non-compliance of any of the above statutory requirements shall entitle the SUB-LESSOR to suspend services, levy penalties or terminate the sub-lease Agreement.

11. RECORDS, ACCOUNTS & AUDIT

The SUB-LESSEE shall submit the statements of accounts and such other details within such time as may be stipulated by the SUB-LESSOR during

the terms of these presents giving all the necessary particulars as and when mandatory and as may be required by the SUB-LESSOR.

12. NUISANCE

The SUB-LESSEE shall neither do, nor permit anything to be done on the Demised Premises which may create nuisance, annoyance or disturbance to the owners, occupiers of other premises in the vicinity.

13. SET-OFF AND LIENS

- (a) The SUB-LESSOR shall have, at all times, a general lien and right of set-off over any goods, assets or money belonging to the SUB-LESSEE within SEEPZ and may appropriate the same to recover outstanding dues, if any, in accordance with law.
- (b) The SUB-LESSEE waives all statutory protections provided to it, to the extent permitted by law, in favour of the SUB-LESSOR's enforcement rights.

14. CORPORATE GUARANTEE

Where the SUB-LESSEE is a Corporate Entity, it shall provide an unconditional and irrevocable corporate guarantee in the SUB-LESSOR's favour in a form to be prescribed by the SUB-LESSOR from time to time. Such corporate guarantee shall cover performance, payments and compliance obligations.

15. CRIMINALITY, FRAUD & REPORTING

- (a) Any misrepresentation, wilful concealment of facts, fraud, falsification of records or collusion with third parties shall be deemed to be a material breach of this sub-lease Agreement and shall entitle the SUB-LESSOR to terminate this sub-lease Agreement, forfeit securities and also initiate appropriate criminal proceedings as per prevailing laws.
- (b) The SUB-LESSEE shall promptly, and in any case within thirty days of occurrence of an incident, report any such incident affecting safety, theft or fraud to the SUB-LESSOR and/or its authorised representatives.

C. COVENANTS BY THE SUB-LESSOR:

1. INSPECTION OF PREMISES

The SUB-LESSOR or any person authorised by it in this behalf, shall have the right to enter and inspect the Demised Premises at all reasonable times of the day. If upon such inspection, it appears that any repairs to the premises are necessary, the SUB-LESSEE shall be called upon to carry out such necessary repairs within a given period of time. In the event of SUB-LESSEE's failure to carry out such necessary repairs, the SUB-LESSOR may carry out such necessary repairs at the expense of the SUB-LESSEE.

2. TERMINATION, FORFEITURE AND ACCELERATION

- (a) The Lease rights would cease to exist in case of the expiry or cancellation of the Letter of Approval.
- (b) SUB-LESSOR may terminate the sub-lease agreement on occurrence of any of the following events:

- i. failure to pay any outstanding dues, of whatsoever nature, including rent, penalties imposed, expenses incurred by the SUB-LESSOR in accordance with the terms and conditions of the sub-lease, interest, etc. within 90 (ninety) days of notice by the SUB-LESSOR or its authorized representatives;
 - ii. breach of any of the terms and conditions of the sub-lease by the SUB-LESSEE;
 - iii. insolvency or winding up of the business by the SUB-LESSEE;
 - iv. conviction of the SUB-LESSEE for offences materially affecting the sub-lease;
 - v. for any other legitimate reasons to be recorded in writing by the SUB-LESSOR.
- (c) In the event of termination of the sub-lease as stated above, it shall be lawful for the Competent Authority or any authorized person on its behalf, to re-enter and take possession of the Demised Premises on "as is where is" basis. It shall also be lawful for the Competent Authority or any authorized person on its behalf to initiate any action under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 in addition to the penalty, if any, that may be imposed for any violation.
- (d) In the event of termination of the sub-lease as stated above, the Security Deposit shall stand forfeited to the SUB-LESSOR. Such forfeited Security Deposit may be appropriated against all dues and any shortfall which shall be recoverable as a debt.

- (e) SUB-LESSOR may, without prejudice to other remedies, shall have the right to claim all future rents for the remaining period of the sub-lease for a maximum period of upto 2 (Two) years.

3. **PEACEFUL ENJOYMENT OF THE DEMISED PREMISES**

The SUB-LESSOR doth hereby covenant with the SUB-LESSEE that the SUB-LESSEE paying the rent hereby reserved and performing the covenants hereinbefore shall peacefully enjoy the Demised Premises for the said Term hereby granted, without any interruption or disturbance from or by the SUB-LESSOR or any person/s lawfully claiming through the SUB-LESSOR.

D. **DISPUTE RESOLUTION AND ARBITRATION**

1. In the event of any question, dispute, or difference arising between the SUB-LESSOR and the SUB-LESSEE in connection with or relating to this Sub-lease, including its interpretation, performance, rights and obligations of the parties, or any matter incidental thereto, the same shall, in the first instance, be referred to a 'Dispute Resolution Committee' consisting of the following:
- (i) The Joint Development Commissioner/
Secretary of SEEPZ-SEZ Authority ... Chairperson
 - (ii) The Deputy Development Commissioner/
Estate Officer, SEEPZ-SEZ ... Member
 - (iii) The Pay & Accounts Officer, SEEPZ-SEZ ... Member
 - (iv) Any two Members from the SEEPZ-SEZ Authority as
nominated by the Development Commissioner ... Members

The 'Dispute Resolution Committee' shall hear both the parties and endeavor for an amicable resolution of the dispute.

2. If the parties fail to resolve the dispute amicably within sixty days of such reference, the matter shall be referred to a Sole Arbitrator appointed jointly by the SUB-LESSOR and the SUB-LESSEE in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments or re-enactments thereof.
 - (i) If the parties are unable to agree on the appointment of a Sole Arbitrator within sixty days, the Sole Arbitrator shall be appointed in accordance with the provisions under the Arbitration and Conciliation Act, 1996 or any amendments thereto by filing appropriate proceedings before the High Court of Judicature at Bombay;
 - (ii) The Sole Arbitrator to be appointed can either be from within the SEEPZ-SEZ or from outside;
 - (iii) The Sole Arbitrator to be so appointed should not have dealt with the matter or should not have expressed his/her opinion previously to which the sub-lease herein relates;
 - (iv) The seat and venue of Arbitration shall be Mumbai and the proceedings shall be conducted in the English language.
3. Pending resolution of any dispute and subject to any interim order passed by the 'Dispute Resolution Committee'/Sole Arbitrator, the SUB-LESSEE shall continue to perform its obligations under this sub-lease.

4. This sub-lease shall be governed by and construed under the relevant Central and State Laws as well as all Rules, Regulations and policies of the SUB-LESSOR. Subject to the Arbitration clause above, the Courts at Mumbai alone shall have jurisdiction over the matters arising out of or relating to this sub-lease.
5. At the expiry or earlier determination of Term of sub-lease or surrendering the Demised Premises, the SUB-LESSEE shall peacefully deliver the possession, of the Demised Premises and all erections and buildings standing thereon, to the SUB-LESSOR in good order and in proper condition to the satisfaction of the SUB-LESSOR.

E. RECOVERY OF ARREARS

1. If and whenever, any part of the rent or recurring fees as prescribed in the sub-lease or any service charges payable by the SUB-LESSEE hereunder are in arrears, the same shall be recovered from the SUB-LESSEE as per the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
2. If the SUB-LESSEE fails to comply with the directions /order of the Competent Authority under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, the Competent Authority may issue a certificate to the Collector for recovery of the due amount, including interest as per the provisions of Maharashtra Land Revenue Code, 1966 (XLI of 1966).

F. RENEWAL OF SUB-LEASE

- (a) The renewal of sub-lease shall always be subject to the period mentioned in the **FIRST /SECOND ORIGINAL DEED.**

- (b) The renewal of sub-lease shall always be subject to the valid LOA.
- (c) SUB-LESSOR reserves the right of renewal and is subject to the satisfactory performance of the SUB-LESSEE in terms of the LOA granted and the appraisal by the Approval Committee constituted under SEZ Act.
- (d) If the SUB-LESSEE duly performs and observes the covenants and conditions on its part hereinbefore contained and is desirous of renewing the sub-lease of the Demised Premises, then in that case, the SUB-LESSEE shall be required to give a written request to the SUB-LESSOR at least six months prior to the expiry of the term of this sub-lease. The SUB-LESSOR shall give due consideration to the request made by the SUB-LESSEE and execute a new sub-lease agreement for such further period and on such terms and conditions as may be decided by the SUB-LESSOR.
- (e) Till such time the sub-lease is renewed in favour of the SUB-LESSEE the existing sub-lease agreement should be treated as valid and operative.

G. MISCELLANEOUS

- 1. All notices, consents, approvals and 'No Objection Certificates' to be given under this sub-lease shall be in writing and shall, unless otherwise provided herein, be signed by the Estate Officer or any other Officer authorized by the Competent Authority. Any notice to be given to the SUB-LESSEE shall be considered to have been duly served if the same has been delivered to or posted by registered post/registered courier services at the registered address of the SUB-

LESSEE or emailed on the registered email address of the SUB-LESSEE or through any other permitted electronic means.

2. The Stamp Duty, Registration Charges and all other charges including the costs, charges and the expenses of Attorneys of the SUB-LESSOR in respect of the preparation, execution and registration of this sub-lease and its duplicate, shall be borne and paid wholly and exclusively by the SUB-LESSEE.
3. The SUB-LESSEE shall not claim any equity, estoppel or proprietary right by reason of possession, improvements or investments on the Demised Premises.
4. All rights and remedies of the SUB-LESSOR are cumulative and may be exercised concurrently or separately.

H. GOVERNING LAWS AND JURISDICTION

This sub-lease agreement shall be governed by relevant Central and State Laws and the Courts at Mumbai shall have exclusive jurisdiction save as provided for Arbitration.

IN WITNESS WHEREOF the Santacruz Electronics Export Processing Zone-SEZ Authority hath caused Shri/Smt/Ms. _____ the _____ of the Santacruz Electronics Export Processing Zone, to set his/her hand and affix common seal of the Santacruz Electronics Export Processing Zone-SEZ Authority hereto on its behalf AND Shri/Smt/Ms. _____; has for and on behalf of the aforesaid the SUB-LESSEE hath hereunto set his/her/their hand/affixed the common seal of the Company the day and year first above written.

FIRST SCHEDULE (Description of Premises)

SIGNED SEALED AND DELIVERED

For SEEPZ-SEZ Authority (SUB-LESSOR) BY :

Name:

Designation:

Date:

In the presence of the witnesses

1. Signature.....

 Name.....

 Address.....

2. Signature.....

 Name.....

 Address.....

SIGNED SEALED AND DELIVERED

For SUB-LESSEE by :

Name:

Designation:

Date:

In the presence of the witnesses

1. Signature.....
Name.....
Address.....

2. Signature.....
Name.....
Address.....

ANNEXURE -VII

NO OBJECTION CERTIFICATE
(For Creation of Mortgage)

Subject:- Creation of Mortgage in respect of Plot/Gala No. ...
Read:- Letter dated _____ from M/s _____

SUB-LESSOR: The SEEPZ-SEZ Authority...	
SUB-LESSEE: M/s....	
BANK/FINANCIAL INSTITUTION: ...	
AMOUNT:
TOTAL:

This is to certify that:

1. The SEEPZ-Special Economic Zone Authority, having its head office at SPEEZ-Special Economic Zone, Andheri (East), Mumbai, is constituted by the Central Government vide Notification No. S.O.569 (E) dated 27.02.2009 issued in exercise of the powers conferred by Sub-Section (1) r/w Sub-Sections (3) and (5) of Section 31 of the Special Economic Zones Act, 2005 (28 of 2005).
2. By a Deed of Lease dated 20th January 1975 (hereinafter referred to as the **FIRST ORIGINAL DEED**) made between Maharashtra Industrial Development Corporation (MIDC), therein (hereinafter referred to as the **ORIGINAL LESSOR**), of the First Part and the President of India, therein (hereinafter referred to as the **ORIGINAL LESSEE**), of the Second Part and registered at the Office of the Sub-Registrar at Bombay under Sr. No.392/1975 for a period of 99 years computed from 1st June 1973, the **ORIGINAL LESSOR** demised unto the **ORIGINAL LESSEE** (hereinafter referred to as the **SUB LESSOR**) the land and premises described in the

Schedule thereunder written subject to the covenants, terms and conditions mentioned thereunder; AND

By another Deed of Lease dated 28th June 2005 (hereinafter referred to as the **SECOND ORIGINAL DEED**), made between Maharashtra Industrial Development Corporation (**MIDC**), therein (hereinafter referred to as the **ORIGINAL LESSOR**), of the First Part and the President of India through the Development Commissioner, SEEPZ-SEZ, therein (hereinafter referred to as the **ORIGINAL LESSEE**), of the Second Part and registered at the Office of the SUB-Registrar at Bombay under Sr. No. 7988/2005 for a period of 95 years computed from 1st January 2002, the **ORIGINAL LESSOR** demised unto the **SUB LESSOR** the land and premises described in the Schedule thereunder written subject to the covenants terms and conditions mentioned thereunder.

3. In view of the proviso to Rule 8(vii) of the Special Economic Zone Authority Rules 2009, the lease agreements which are in force as agreements between the President of India represented by the Development Commissioner and the Units or Other Parties as on the commencement date of the said Rules, shall be deemed to be executed between the SEEPZ-SEZ Authority and the Units or Other Parties, as the case may be, for the balance period of Sub- lease.
4. By virtue of the aforesaid Deeds of Lease, the **SUB-LESSOR** is empowered /authorized to Sub-lease such demised premises or part thereof, situated within SEEPZ-SEZ in accordance with law.
5. By the Deed of Sub-lease dated _____ entered into between the SEEPZ-SEZ Authority (the **SUB-LESSOR**) and M/s. _____ (the **SUB-**

LESSEE), the Plot/Gala No. _____ is sub-leased to the SUB-LESSEE on the terms, covenants and conditions mentioned therein.

6. The 'Mortgage' clause of the Sub-lease permits the SUB-LESSEE to mortgage the sub-leased plot/gala in favour of any Bank/Financial Institution for raising financial assistance with prior and express written No Objection Certificate (NOC) of the SUB-LESSOR.

7. Pursuant to the 'Mortgage' clause, M/s. _____ (the SUB-LESSEE) has now approached the SEEPZ-SEZ Authority (the SUB-LESSOR) requesting for its NOC to create a mortgage on the Sub-lease hold rights in respect of the plot/gala along with the structure erected or to be erected thereon, in favour of the _____ (name of the Bank/Financial Institution) for securing loans amounting to Rs. _____ (Rupees _____ only).

8. Upon consideration of the request of M/s. _____ (the SUB-LESSEE), the SEEPZ-SEZ Authority (the SUB-LESSOR) accords its NOC to mortgage the sub-leased plot/gala in favour of the above noted Bank/Financial Institution for raising loans for the purpose of permitted activities as per the Letter of Approval, subject to the following terms and conditions:-

A. SCOPE OF PERMISSION:

a) The NOC hereby granted is restricted to enable M/s. _____ (the SUB-LESSEE) to raise loans from Bank/Financial Institution on the security of the demised premises. The loan so raised, shall be utilized for the purpose of carrying out/ development of the authorised operations/ permitted activities on Demised Premises as per the Letter of Approval issued to the Unit.

- b) The NOC hereby granted shall not authorize the SUB-LESSEE to mortgage only a part of demised premises hereinabove referred to.
- c) The Amount of the loan shall not exceed Rs. _____ (Rupees _____ Only). In the event the SUB-LESSEE desires to raise any additional loan, it shall have to make a fresh application to the SUB-LESSOR for another NOC for the additional loan amount.
- d) The NOC shall be ordinarily co-terminus with the validity of the Sub-lease period. The Financial Institution should consider limiting the loan period to a date one year prior to the expiry of the Sub-lease Agreement.

B. NATURE OF RIGHTS:

- a) The mortgage shall be created only over the Sub-lease hold rights of the SUB-LESSEE and shall not, in any manner, affect or prejudice the rights, title or interest of either the SEEPZ-SEZ Authority (the SUB-LESSOR) or MIDC (the ORIGINAL LESSOR).
- b) In the event, the account of the Unit is classified as Non Performing Assets (NPA), any auction of the mortgaged property by the Financial Institution should be completed at the earliest from the date of declaration of NPA. If the Financial Institution fails to conduct the auction within a reasonable time, SEEPZ-SEZ Authority may take up the auction process in consultation with the Financial Institution.
- c) SEEPZ-SEZ Authority reserves the right to approve or to refuse the transfer of Sub-leasehold rights in favour of the successful bidder of the property, subject to recovery of its rightful dues, charges, expenses, etc.

C. NO OWNERSHIP TRANSFER:

a) This NOC shall not be construed as a transfer, conveyance or assignment of any ownership rights or interest in the said demised premises in favour of the Bank/Financial Institution.

D. INTIMATION OF DEFAULT:

a) The Bank/Financial Institution shall promptly intimate the SEEPZ-SEZ Authority (the SUB-LESSOR), in writing in the event of any default or proposed enforcement of security tendered by the SUB-LESSEE to the respective Bank/Financial Institution.

b) In the event of any proceedings initiated by any Bank/Financial Institution before any Court of law, in respect of Sub-leasehold rights, like the proceedings for recovery of dues /proceedings for auction, proceedings initiated for attaching /taking over of the demised premises in case of failure of repayment of loan by the SUB-LESSEE, the SUB-LESSOR, being major stake holder, shall be intimated in advance by the Bank/Financial Institution.

c) It shall be mandatory and binding on the Bank/Financial Institution to implead the SUB-LESSOR as a necessary party to such proceedings.

E. ENFORCEMENT OF SECURITY:

a) It shall be obligatory on Bank/Financial Institution to intimate the proposed Bidder or Applicant that it shall observe and conform to the provisions of the Special Economic Zones Act, 2005 as well as all Rules, Regulations, Development Control Regulations and policies of the SEZ framed under the said Act and Rules from time to time.

b) It shall be obligatory on Bank/Financial Institution to intimate the proposed Bidder or Applicant, through auction notice or before completion of recovery proceeding or proceedings in like nature regarding unpaid dues/ charges/ expenses/ premium of the SEEPZ-SEZ, if any, that exist and due to which lease hold property is not free from encumbrances.

c) In the event of transfer of Sub-leasehold rights to a new SUB-LESSEE, the Bank/Financial Institution shall ensure that the proposed activity of the new SUB-LESSEE is a permitted activity by the SUB-LESSOR. This shall be mandatory for the Bank/Financial Institution.

This NOC is issued at the request of M/s. _____ (the SUB-LESSEE), without any risk, responsibility, or liability of SEEPZ SEZ Authority.

**SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI**

AGENDA ITEM NO. 8

A. Proposal

Proposal for approval of the key planning and infrastructure decisions required for finalisation of the SEEPZ Master Plan, including the proposed road network, utility network, water supply system, sewerage system, power supply framework, and the planning-level cost estimate as brought out in the KD5 Draft Master Plan Supplement Report.

B. Relevant Provision

Section 34 of the SEZ Act, 2005 and Rule 6 of the SEZ Authority Rules, 2009.

C. Other Information

Background and Context

As directed in the review meeting on Master Planning held on 26.03.2026 under the chairmanship of Development Commissioner, SEEPZ-SEZ, Mumbai, M/s. Tractebel Engineering Pvt. Ltd. has submitted the KD5 Draft Master Plan Supplement Report on 01.04.2026.

The KD5 Draft Master Plan Supplement Report in respect of a holistic redevelopment strategy for SEEPZ-SEZ intended to transform the campus into a modern, efficient, and environmentally responsive industrial ecosystem.

The report identifies five plots for redevelopment covering 1,32,448 sqm within the total site area of 4,21,105 sqm, while 2,69,628 sqm comprising existing buildings, internal roads, and open spaces is proposed to be retained for functional continuity.

The report further records that, as of the fourth quarter of 2025-26, SEEPZ has an existing carpet area of 2,70,188.88 sqm and is presently operating at FSI 1.

The planning approach in the report is guided by land efficiency, environmental conservation, improved mobility, and future-ready infrastructure.

The master plan aims to optimize development potential while preserving ecological assets, minimizing tree cutting or transplantation, maintaining permeability, and improving circulation and service integration across the campus.

The report also notes that the proposed planning framework includes customized building footprints, blue-green infrastructure, fire tender access, a multi-utility tunnel framework, and an elevated skywalk-based pedestrian network.

Built Up Area Distribution

The development program reinforces SEEPZ's industrial character while integrating essential complementary uses.

Industrial functions constitute 75% of the overall built-up area, commercial uses account for 20%, and multi-storey parking structures account for 5%.

This balanced mix increases operational efficiency and positions SEEPZ as a robust, future-ready industrial ecosystem supported by appropriate commercial and service functions.

Component	Share in Built-Up Area
Industrial	75%
Commercial	20%
Multi-storey Parking	5%

Key Indicators

The concept balances development capacity with environmental stewardship and operational efficiency. Key quantitative indicators of the proposed plan are as under:

Indicator	Value
Total FSI Area Achieved	8,71,097 sqm
Total Global FSI Achieved	2.2
Total Carpet Area Achieved	6,80,000 sqm
Premium to be paid for FSI (approx.)	INR 680 Cr.
Ground Coverage	30%
Maximum No. of Floors	B+G+13
Maximum Height	54.1 m
Total Projected Working Population	1,61,314
Total Projected Floating Population	32,263
Total Community Green Area	53,272 sqm
No. of Trees to be Transplanted	80
Total Pedestrian Network (Skywalk) Length / Area	1.9 km / 10,975 sqm

Road Network

The road network proposal is linked with a grade-separated pedestrian system because the existing 15-24 m rights-of-way cannot adequately and simultaneously accommodate vehicular traffic, cycle tracks, utilities, drainage, and IRC-compliant footpaths at ground level.

As per survey records, high pedestrian demand has been observed, including peak hourly volumes of 6,570 persons at Gate 1, 1,999 persons at Gate 2, and 6,941 persons at Gate 3, with total peak demand across all gates reaching 15,510 persons per hour and future projections exceeding 38,000 persons per hour.

Accordingly, the report concludes that an elevated skywalk network is the most feasible long-term solution as it improves safety, reduces pedestrian-vehicle conflict, supports logistics movement, and provides monsoon-resilient connectivity.

Utility Network

The report evaluates three utility infrastructure options, namely a centrally aligned Multi-Utility Tunnel (MUT), a peripherally aligned MUT, and a conventional utility duct system.

The preferred central MUT option provides an interconnected utility corridor of about 2.3 km for routing power, ICT, potable water, recycled water, fire-fighting mains, sewage, and related services with reduced future road cutting and improved maintainability.

By comparison, the peripheral MUT increases network length to about 3 km and faces greater right-of-way and construction constraints, while the conventional duct option is assessed as less effective in long-term maintenance, upgrade flexibility, and service coordination.

The report states that the central MUT option is operationally more efficient because it offers direct connectivity between major utility nodes and minimizes disturbance to existing utilities.

The comparative cost indicated in the report for the utility alternatives is about Rs. 100 crore for the main-alignment MUT, Rs. 134 crore for the peripheral MUT, and Rs. 41.78 crore for the conventional utility duct system, though the report notes that the lower initial cost of the duct system is offset by higher lifecycle disruption and maintenance burdens.

Water Supply System

The report notes that SEEPZ currently receives about 3,600 cum per day of water supplied by MCGM and distributed by MIDC, which is inadequate for present and future demand.

For the 30-year horizon, the report estimates potable water demand at about 5.09 MLD and recycled water demand at about 5.02 MLD, giving a total water demand of about 10.12 MLD, stated broadly in the text as approximately 10.5 MLD.

The proposal provides for making functional the existing 3 MLD tank and pump room near Dev Talav in Phase 1, constructing an additional 3 MLD tank and pump room in Phase 2, and developing a ring-main based distribution system with valves, meters, and isolation arrangements for building-level supply.

The concept may be read as: municipal supply to UGT to domestic pumps to overhead tank to domestic network; STP treated water to flushing tank to flushing pumps to flushing network; and fire tank to fire pumps to hydrant/sprinkler network.

Sewerage System

The report provides that future sewage generation has been assessed at about 80 percent of total water demand, resulting in a required STP capacity of about 9 MLD for the full planning horizon.

It further proposes that the STP may be developed in two phases of 4.5 MLD each, with a suitable location near the existing STP.

On comparative assessment, the gravity sewer system is noted as simpler and lower-cost, with indicative costs of about Rs. 0.74 crore for the main alignment and Rs. 1 crore for the peripheral alignment, whereas the vacuum sewer system is technically better suited for difficult conditions but costlier at about Rs. 7.3 crore for the main alignment and Rs. 10 crore for the peripheral alignment.

Power Supply Gist

It records an existing substation demand of about 35 MVA and an additional projected load of about 16 MVA from new construction, taking the total anticipated demand to about 51 MVA.

Since the installed capacity is 60 MVA, the report concludes that the existing electrical infrastructure is broadly adequate for future demand and would operate at about 84 percent loading under the projected scenario.

Cost Estimate

The project cost has been evaluated across multiple design options.

These options include variations in the type of utility infrastructure, comparing a Conventional Utility Structure with a Multi-Utility Tunnel (MUT) system.

Additionally, two alternative alignments for the utility network have been examined, one following the central road corridors and another aligned along the peripheral road network.

Further, two sewage management approaches, namely gravity-based and vacuum-based systems, have also been assessed.

Based on the combined technical, operational, and financial analysis of all permutations, the recommended option is the construction of RCC roads with a centrally aligned Multi-Utility Tunnel network integrated with a vacuum-based sewage system.

RCC ROADS – PRE CAST MULTI-UTILITY STRUCTURE WITH VACUUM SEWAGE SYSTEM – CENTRAL ROAD

Parameter	Unit	Total Quantity	Rate	Amount
Site Level Road Length 24m	m	1917.46	12,876.51	6,11,86,871.00
Site Level Road Length 18m	m	262.34		
Site Level Road Length 15m	m	973.52		
Site Level Road Length 9m	m	640.8		
Plot Level Road Length 6m	m	516.66		
Plot Level Road Length 7.5m	m	441.04		
Pre Cast Multi Utility Tunnel	m	2300	4,07,120	93,63,76,249.32
Electrical Cables Cable Trays	m	2300	22,422	5,15,70,020.25
Fire Water	m	2300	3,360	77,28,000.00
Water Supply	m	2300	10,080	2,31,84,000.00
Vacuum Sewerage System	m	2300	31,739	7,30,00,000.00
Solid Waste Management	Ton	17.30	15,02,890.17	2,60,00,000.00
CCTV Surveillance	m	3,250.00	3,026.77	98,37,011.00
Potable Water Tank - 3MLD with Pump Room	MLD	3.00	2,30,00,000.00	6,90,00,000.00
STP - 5MLD with SPS	MLD	5.00	4,96,15,000.00	24,80,75,000.00
ESS - 30MVA	kVA	30,000.00	3,800.00	11,40,00,000.00
Fire Tender Pavement Area 6m Wide	sqm.	11,581.85	2,270.05	2,62,91,373.00
Skywalk Area	sqm.	10,974.60	70,818.42	77,72,03,835.50
Paved Areas	sqm.	7,718.58	1,679.30	1,29,61,820.00
Green Areas Site Development	Acre	13.11	1,50,00,000.00	19,66,50,000.00
Bioswales Area 5m wide	Rm	1,500.00	9,781.30	1,46,71,955.90
Retention Pond	sqm.	2,470.08	2,142.46	52,92,047.60
Rainwater Harvesting Tank	cum.	5,817.00	23,000.00	13,37,91,000.00
TOTAL PROJECT COST				2,78,68,19,183.57

D. Recommendation

The proposal is submitted for approval of the Authority with the following recommendations:

1. To approve the centrally aligned Multi-Utility Tunnel framework as the preferred utility network option for future-ready and maintainable infrastructure planning. (approx. cost 155.55 Cr.)



2. To approve in principle the inclusion of the proposed grade-separated skywalk-based pedestrian network as part of the road and circulation strategy for the campus. (approx. cost 77.72 Cr.)
3. To approve the water supply concept, including augmentation of storage and pumping infrastructure, ring-main distribution, recycled water reuse, and an independent fire-fighting system. (approx. cost 9.21 Cr.)
4. To approve the sewerage planning framework with provision for about 9 MLD STP capacity in phases and to take an appropriate decision on the preferred sewage conveyance system based on the report recommendations. (approx. cost 24.8 Cr.)
5. To note that the projected ultimate power demand of about 51 MVA remains within the installed substation capacity of 60 MVA and that no major additional grid capacity is presently indicated in the report. (approx. cost 11.40 Cr.)
6. To approve the planning-level cost estimate and to note that the recommended infrastructure option in the report is RCC roads with centrally aligned pre-cast MUT and vacuum sewerage at an estimated project cost of Rs. 2,78,68,19,183.57.

An aerial, black and white photograph of a city street. A metro train is visible on a track in the lower right, with the word 'METRO' printed on its side. Several cars are parked or moving along the street. The image has a grainy, halftone texture. Two white circular marks are visible on the left side of the page.

Preparation of
**Detailed Master Plan for 30
years & Detailed
Architectural Design for
model building for SEEPZ-
SEZ**

**Draft Master Plan
Supplement Report**



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DRAFT MASTER PLAN SUPPLEMENT REPORT



Our ref.: Document No. W.004717-Z-10342-001 -Rev.00

Imputation: Project No. W.004717

RESTRICTED

Client: Development Commissioner, SEEPZ-SEZ, Mumbai
Project: Preparation of Detailed Master Plan for 30 years & Detailed Architectural Design for model building for SEEPZ-SEZ, Mumbai
Subject: Draft Master Plan Supplement Report
Comments:

Revision No.	Date	Prepared / Revision By	Description
R0	01.04.2026	Amit Sarkar	

R0	2026.04.01	Project Team	Amit Sarkar	Mona Srivastava	Rahul Jotshi	
REV.	YY/MM/DD	STAT.	WRITTEN	VERIFIED	APPROVED	VALIDATED



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ABBREVIATIONS

EPZ	:	Export Processing Zone
ESS	:	Electrical Sub Station
EWCD	:	Elderly Women Children Disabled
MIDC	:	Maharashtra Industrial Development Corporation
MUT	:	Multi-Utility Tunnel
SEEPZ	:	Santacruz Electronics Export Processing Zone
SEZ	:	Special Economic Zone

1. DRAFT MASTER PLAN

1.1 Introduction

The Master Plan for SEEPZ presents a holistic redevelopment strategy designed to transform the campus into a modern, efficient, and environmentally responsive industrial ecosystem. The proposal identifies five plots for redevelopment, collectively covering 1,32,448 sqm within a total site area of 4,21,105 sqm. The remaining 2,69,628 sqm—which includes existing buildings, internal road infrastructure, and open spaces—will be retained to ensure functional continuity. As per the fourth quarter of 2025–2026, SEEPZ has an existing carpet area of 2,70,188.88 sqm, operating at a current FSI of 1. The guiding approach integrates land efficiency, environmental conservation, mobility enhancement, and future-ready infrastructure.

Three master plan options were presented earlier, each offering distinct development approaches for the SEEPZ campus. Following multiple rounds of discussions with clients and key stakeholders—and after carefully reviewing and incorporating their feedback—the current option has been refined and prepared to best align with the project’s strategic objectives and expectations.

1.2 Site Analysis and Existing Conditions

The redevelopment plots possess significant natural assets and variations that have guided the planning approach. These plots contain about 1500 trees and exhibit natural ground levels between +21 m and +31.5 m ASL. Higher areas have been reserved for built development, while lower-lying areas are earmarked for **greens, bioswales, and blue-green interventions**. This strategy ensures that the Master Plan responds sensitively to existing terrain, ecological systems, and drainage patterns.

1.3 Concept Evolution and Planning Principles

Each of the five redevelopment plots is planned using a consistent methodology. A representative example shows how plot-level planning integrates natural terrain, existing trees, ground conditions, and circulation.

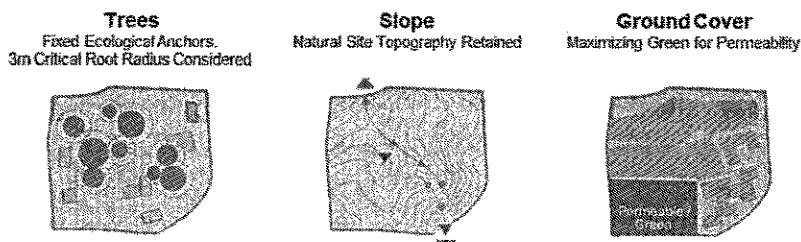
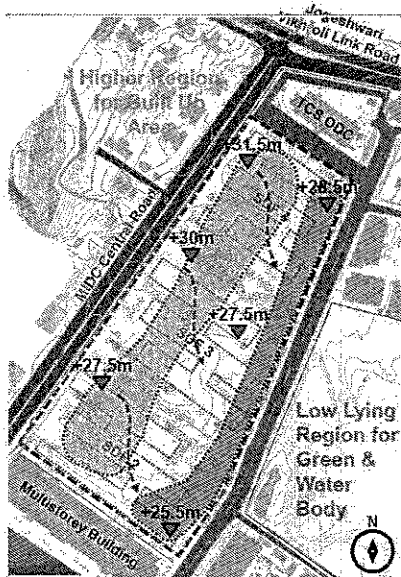
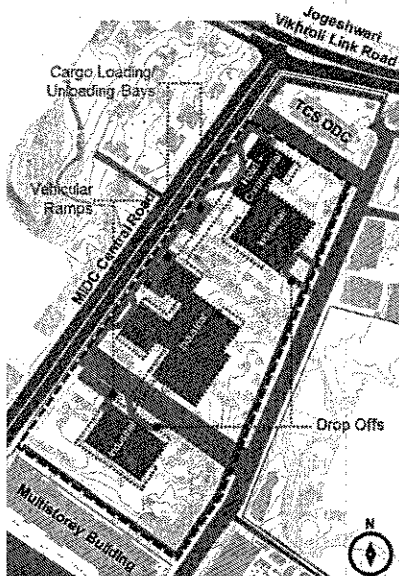


Figure 1.1 Planning Parameters



Site Topography

Ecological anchors such as large trees determine building placement, while slopes are preserved to facilitate natural drainage. Built-up areas are concentrated in higher zones, while low-lying areas accommodate green cover, water features, and blue-green systems.

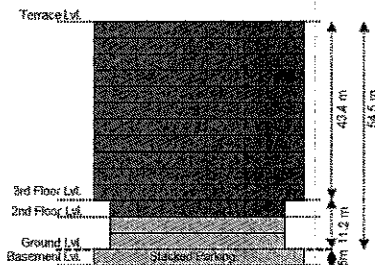


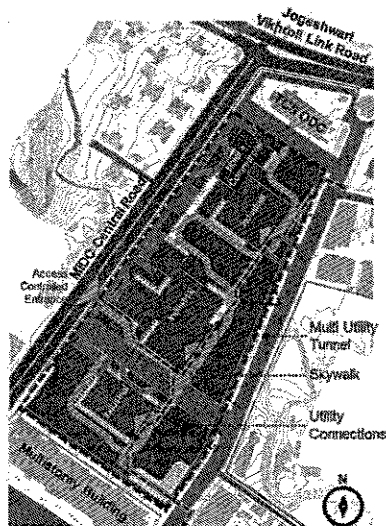
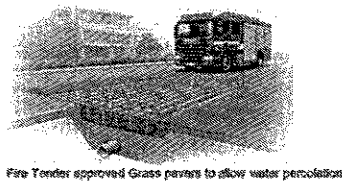
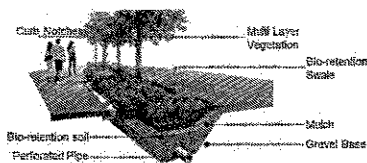
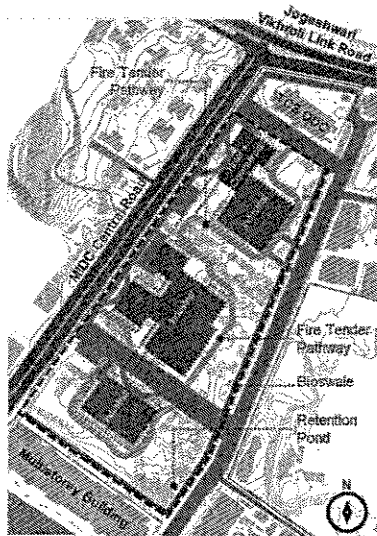
Ground Cover & Heights

The industrial blocks have been planned with a ground cover of about 30%. This footprint if followed up to the 2nd Floor level with the ground and 2nd floor serving as parking areas and the 2nd floor serving as the pedestrian entrance for the industrial block. After the 2nd Floor, i.e., from the 3rd floor all the way up to the 14th Floor, the building footprint has been expanded up to 35% to provide larger industrial footprints. The ground and 1st floor are 3.35 m in height while the rest of the floors are 3.95m in height adding up to a total height of 54.5m including the 0.6m high plinth.

Drop-Offs, Loading, and Cargo Access

The plan incorporates designated loading/unloading bays, shaded drop-off points created through extended building footprints, and segregated vehicular ramps for basement access. Cargo movement is strategically separated from pedestrian pathways to ensure safety and operational fluency. The arrangement ensures seamless functioning of industrial units without disruption to commercial or pedestrian zones.





Blue-Green Network

The master plan incorporates a network of bio-retention swales designed with engineered soil layers, gravel bases, mulch, and perforated pipes to slow, filter, and absorb stormwater. These bioswales work with site contours to channel runoff naturally, enhancing infiltration, reducing peak flows, and supporting groundwater recharge across the estate.

Stormwater Strategy

Strategically located low-lying pockets function as retention ponds that receive filtered runoff from bioswales and permeable surfaces. Water is slowed through cascades, stored in harvesting tanks, and reused for irrigation and non-potable needs. This integrated system strengthens stormwater resilience, mitigates flood risks, and ensures effective water management during Mumbai's intense monsoon cycles.

Semi Permeable Fire Tender Pathways

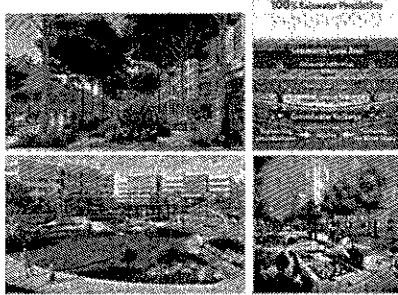
The master plan incorporates 6-metre-wide fire-tender pathways around all buildings, designed using fire-approved grass pavers. These semi-permeable pavers ensure safe emergency access while allowing rainwater to percolate into the soil, supporting natural groundwater recharge and contributing to the project's sustainable stormwater management strategy.

Multi-Utility Tunnel

The plan introduces a Multi-Utility Tunnel (MUT) framework across the redevelopment plots, enabling all underground services—including power, ICT networks, water supply, sewage lines, and future service corridors—to be housed within a single accessible conduit. This system enhances long-term maintainability, minimizes surface disruption, and prevents repeated road cutting for utility repairs or upgrades.

Elevated Skywalk and Pedestrian Connectivity

A 6 m-wide elevated skywalk network provides safe, shaded, and efficient pedestrian movement across buildings, connecting directly to the 2nd floor. The skywalk creates a segregated pedestrian realm and links directly to SEEPZ Metro station. Its alignment avoids trees, includes staggered rest points, and incorporates a colonnaded walkway below for enhanced comfort and accessibility.



Community Greens

Generous community green spaces enhance permeability and enable near-complete stormwater percolation into the soil. These landscaped zones support natural recharge while offering accessible, vibrant outdoor environments for employees. Designed for interaction and well-being, the community greens unify ecological performance with social value, enriching daily life across the campus.

1.4 Master Plan

The master plan aims to optimize FSI utilization while responding sensitively to site conditions, planning parameters, and ecological constraints. Instead of imposing a uniform built form, each plot is assigned a customized building footprint tailored to its specific site geometry. These footprints are derived using the same column grid as the proposed Nest 3 model building, ensuring structural efficiency and design consistency across the redevelopment without compromising site responsiveness.

A key design principle is the preservation of the existing landscape. By shaping the built form around current green assets, the proposal minimizes the need for extensive tree cutting or transplantation and maintains high levels of site permeability. This approach allows for effective FSI optimization while retaining a relatively low ground coverage and ensuring a green, ecologically resilient campus.

1.4.1 Ground Coverage, Built Form, and Circulation

Across the redevelopment plots, the master plan achieves 30% ground coverage (39,485 sqm), 35% expanded floor area (46,026 sqm), and a 36% basement footprint (47,921 sqm). Building masses are arranged to maximize functionality while maintaining ample open space and ensuring environmental permeability. Vertical development predominantly follows a B+G+8 to B+G+13 structure, reaching heights of 32.6m to 54.1m, enabling capacity enhancement without excessive land occupation.

The proposal delivers a total Built-Up Area of 6,18,670 sqm, including an FSI area of 5,44,319 sqm, resulting in an achieved FSI of 4.1 across the five redevelopment plots. As per MIDC CDCPR 2023 norms, the parking requirement is 4,151 ECS, while the plan provides 4,661 ECS, ensuring full compliance with additional buffer capacity. The master plan thus ensures optimal built potential, efficient circulation networks, and future-ready infrastructure.

The skywalk network has been planned to enable safe, shaded, and efficient pedestrian movement between buildings, with direct access provided at the second-floor level. The total planned length of the skywalk is approximately 1.9 km. Should the alignment be modified to integrate with the proposed underground metro connection to the site, the overall length and area of the skywalk are expected to remain largely unchanged.

1.4.2 Built Up Area Distribution

The development program reinforces SEEPZ's industrial character while integrating essential complementary uses. Industrial functions constitute 75% of the overall built-up area, while



commercial uses account for 20% and multi-storey parking structures for 5%. This balanced mix increases operational efficiency and positions SEEPZ as a robust, future-ready industrial ecosystem supported by appropriate commercial and service functions.

1.4.3 Key Indicators

The concept balances development capacity with environmental stewardship and operational efficiency. Key quantitative indicators of the proposed plan are summarized below.

Total FSI Area Achieved	8,71,097 sqm.
Toal Global FSI Achieved	2.2
Toal Carpet Area Achieved	6,80,000 sqm.
Premium to be paid for FSI (approx.)	INR 680 Cr.
Ground Coverage	30%
Maximum no. of Floors	B+G+13
Maximum Height	54.1m
Total Projected Working Population	1,61,314
Total Projected Floating Population	32,263
Total Community Green Area	53,272 sqm.
No. of Trees to be Transplanted	80
Total Pedestrian Network (Skywalk) Length/ Area	1.9 km/ 10,975 sqm.

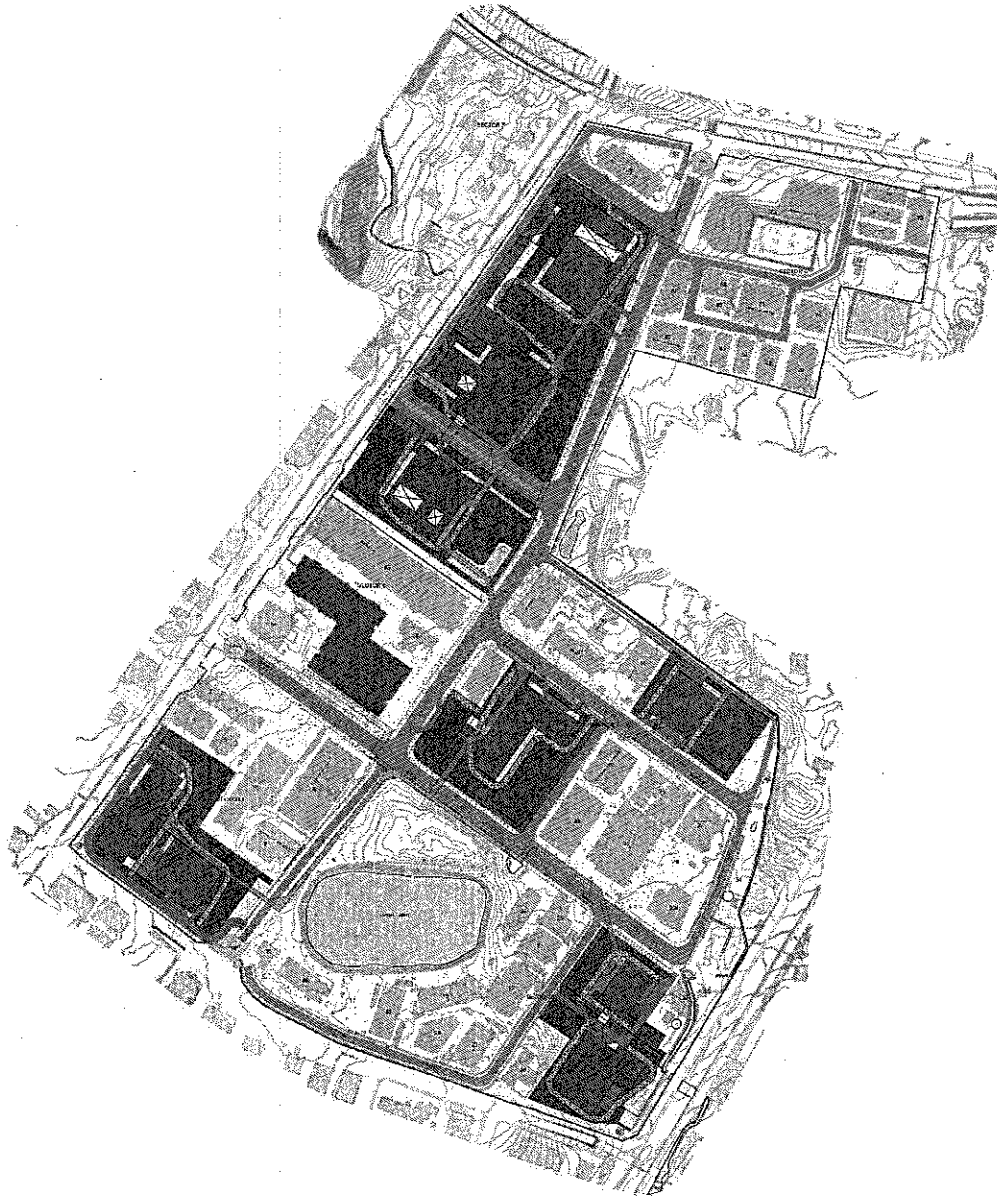


Figure 1.2 Master Plan

An alternate option was assessed wherein the Nest 3 model building footprint was replicated uniformly across all plots. However, this approach significantly increased ground coverage, reduced green open spaces, and negatively impacted surface runoff and groundwater recharge. Furthermore, the uniform-footprint option required the transplantation of an additional 205 trees. Given these ecological and environmental disadvantages, the option was not recommended for adoption.



2. PHYSICAL INFRASTRUCTURE

2.1 EXISTING SCENARIO

The existing scenario reveals significant gaps across the water supply, sewage treatment, electricity, and solid waste management systems. Water is currently supplied by MCGM and distributed by MIDC at a rate of 3600 CUM per day, which is inadequate for the approximate working population of one lakh. The system relies on an existing 3 MLD water tank and pump room located near Dev Talav, which further highlights the need for capacity enhancement. The sewage treatment facility comprises a 2 MLD STP that is already overloaded by about 40% and is presently non-functional, resulting in sewage being diverted to septic tanks before reaching the plant. Electricity availability is also constrained, with the existing distribution sub-station offering a maximum capacity of 60 MVA, of which 35 MVA is already in use, limiting the potential for future load expansion. Solid waste management remains insufficient, as the bio-gas plant within SEEPZ is non-operational, and waste segregation continues to take place in a temporary shed rather than an integrated processing facility. Together, these issues underline the urgent need for systemic upgrades and a more resilient infrastructure framework.

2.2 PROPOSED SCENARIO

The proposed scenario outlines a comprehensive upgrade to SEEPZ's core infrastructure, addressing current deficiencies while creating capacity for future development. The water system is strengthened through the provision of a new **3 MLD potable water storage tank and pump room**, supported by a dedicated recycled water facility designed to meet the projected **5.09 MLD potable** and **5.02 MLD recycled** water demand. Sewage management will be significantly improved through the installation of a new **9 MLD STP**, with a **5 MLD STP** adjacent to the existing plant, along with **packaged STPs** of total **4 MLD** capacity integrated within the redeveloped plots. Once these systems become operational, the old STP will be dismantled. To efficiently serve low-lying areas, a new **sewage pumping station** is proposed near the SEEPZ++ zone, ensuring smoother conveyance and system reliability. The electrical network is future-proofed by maximizing the utilization of the existing **60 MVA ESS**. Additionally, solid waste handling is modernized through the creation of a **structured SWM Centre** on the site of the decommissioned old STP, enabling systematic and efficient waste processing within the campus. Overall, the proposed scenario establishes a robust, scalable, and resilient utility infrastructure framework that supports SEEPZ's long-term growth. The proposals are detailed in the following sections.

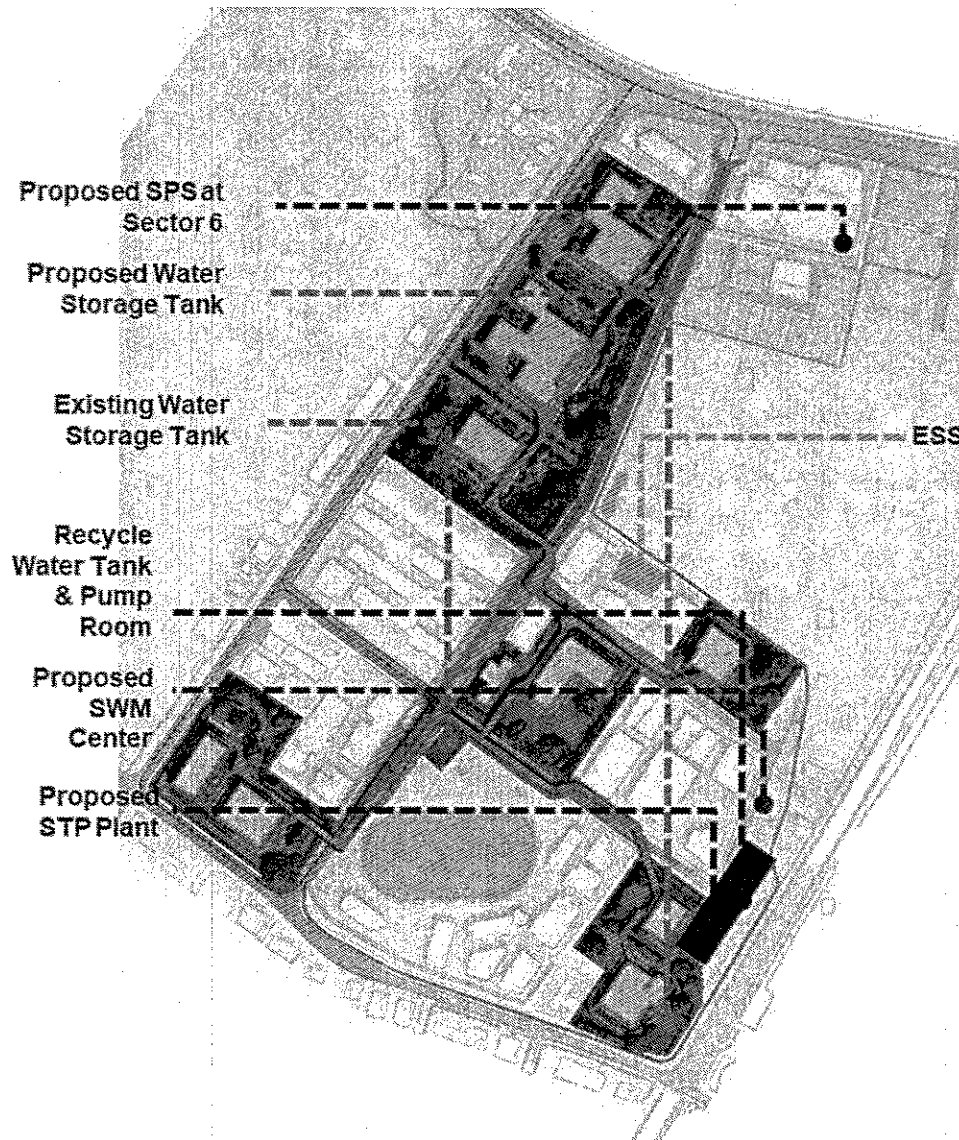


Figure 2.1 Proposed Utilities

2.3 ROAD NETWORK

2.3.1 Rationale for Skywalk Integration

2.3.1.1 NEED FOR A GRADE SEPARATED PEDESTRIAN SYSTEM

ROW Constraints

SEEPZ's existing 15–24 m right-of-way cannot simultaneously accommodate standard traffic lanes, cycle tracks, utilities, drainage and IRC-compliant footpaths.

A skywalk system removes pedestrian movement from the ground plane, enabling full carriageway functionality and dedicated NMT corridors without ROW expansion.

High Pedestrian Demand

Peak volumes observed during the 7-day survey include:

- Gate 3: 6,941 persons/hour (15 April 2025 — highest recorded)
- Gate 1: 6,570 persons/hour

No at-grade footpath within current ROW can safely accommodate these loads.

Operational Requirements of an Industrial SEZ

SEEPZ experiences continuous movement of freight vehicles, jewellery consignments, electronics and logistics vans.

Separating pedestrian flows via skywalks eliminates conflicts, reduces gate congestion, and improves logistics efficiency.

Monsoon Resilience

SEEPZ's low-lying zones experience routine waterlogging. An elevated system ensures uninterrupted, weather-proof pedestrian connectivity

Integration with Modern Mobility

By relocating pedestrian movement vertically, the ground level can host continuous cycle tracks, EV lanes and unobstructed carriageways.

The skywalk isolates workers from logistics leading to huge direct operational efficiency gain.

Table 2.1 Comparison of At-Grade vs Grade-Separated Pedestrian Network

Parameter	At-Grade Network (with sidewalks)	Skywalk Network
ROW suitability	Inadequate for IRC footpaths + cycle tracks + full carriageway	Completely bypasses ROW limitation
Pedestrian comfort	Highly compromised; narrow footpaths due to services and trees.	Comfortable, shaded, elevated
Traffic flow	Carriageway becomes narrow → bottlenecks for trucks, buses	Smooth surface-level traffic
NMT integration	No space left for cycle tracks	Cycle tracks fully accommodated on ground (as footpaths move to skywalk)
Pedestrian capacity	1.5–2 m footpaths cannot support 6,900 pph	Skywalk handles high volumes easily
Safety	Still pedestrian–vehicle mixing at crossings	Zero conflict
Monsoon performance	Flooding disrupts footpaths; ponding at edges	Elevated and weather-safe
Security	Gate congestion remains	Skywalk can have controlled access mid-air
Industrial operations	Delivery trucks block lanes due to narrowing	Entire ground-plane optimized for logistics
Metro connectivity	Long at-mix walking through traffic	Direct, grade-separated connection



2.3.1.2 PEDESTRIAN VOLUME ANALYSIS

A gate-wise assessment (14–20 April 2025) indicates consistent weekday demand exceeding 13,000–14,000 persons/day, with Gate 3 carrying the highest hourly load. The maximum weekly peak is summarized below:

- **Gate 1:** 6,570 pph
- **Gate 2:** 1,999 pph
- **Gate 3:** 6,941 pph
- **Total:** 15,510 pph (all gates combined)

2055 Projections

Forecasted demand increases substantially, exceeding 38,000 persons/hour across the three gates.

2.3.1.3 COMPLIANCE WITH IRC FOOTPATH STANDARDS

As per IRC:103-2012, LOS-C (acceptable for constrained urban contexts) requires a 4.0 m wide footpath to handle 7,560 persons/hour (one direction).

Thus, Gate 3's peak of 6,941 pph can only be safely accommodated with a minimum 4 m footpath, which is not feasible within the existing ROW.

This reinforces the need for a grade-separated pedestrian network.

2.3.1.4 VEHICULAR TRAFFIC CONDITIONS

Using Indo-HCM 2017 (CRR1) methodology, Gate 3 currently operates at a V/C ratio of 0.25, corresponding to LOS-B, indicating free-flowing vehicular conditions.

Maintaining this performance requires ensuring that pedestrian flows do not encroach on the carriageway — another justification for a skywalk-based system.

2.3.1.5 CONCLUSION

The combined constraints of extremely high pedestrian volumes, limited ROW, industrial-grade logistics, and monsoon vulnerability make an elevated skywalk network the most feasible long-term mobility solution for SEEPZ.

It ensures safety, operational efficiency and future-ready multimodal integration while maintaining optimal traffic performance.

2.4 UTILITY NETWORK

2.4.1 Option 1 – Multi-Utility Tunnel

Multi-Utility Tunnels (MUTs) provide an efficient, safe, and future-ready solution for accommodating essential city infrastructure—such as power lines, water supply, ICT networks, and district cooling—within a single accessible underground corridor. This approach

eliminates repeated road cutting, reduces service disruptions, and enables easier maintenance throughout the asset lifecycle.

In India, MUT systems have already been successfully implemented in **Connaught Place (Delhi)** and **GIFT City (Gandhinagar)**, where they have proven their value in improving urban reliability, minimizing surface-level clutter, and enabling rapid utility management. These precedents demonstrate the practicality and long-term benefits of adopting MUTs in dense urban environments.

For new developments, the use of **pre-cast concrete technology** offers significant advantages, including faster installation, improved quality control, reduced on-site disruption, and enhanced structural durability. Pre-cast modules can be rapidly assembled on-site, ensuring consistent workmanship and enabling phased expansion as city needs evolve.

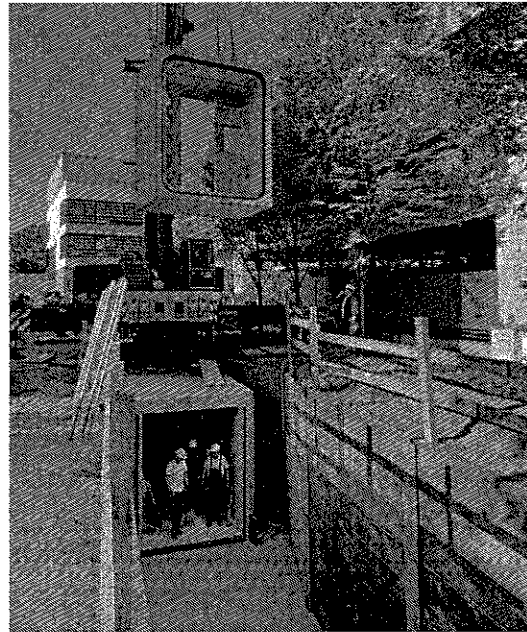


Figure 2.2 Pre-cast Multi-utility Tunnel Construction

The proposed Multi-Utility Tunnel (MUT) network forms a **2.3-kms** interconnected underground corridor designed to safely route essential services such as power, ICT, water supply, and recycled water across the campus. The network comprises is strategically aligned to connect major utility nodes including the ESS, SWM Centre, Water Tank, and STP. This routing ensures seamless service distribution while minimizing future surface disturbances.

During construction, the MUT is integrated within existing road corridors of varying widths—**24 m ROW, 18 m ROW, and 15 m ROW**—with careful staging to keep existing utilities intact. The construction methodology ensures that one carriageway remains operational for traffic, while the adjacent lane is temporarily closed to facilitate MUT excavation and pre-cast tunnel installation. In narrower ROWs, alternative routing or phased traffic diversion is planned to maintain continuous accessibility. Across all sections, existing utilities are preserved in their current positions, ensuring uninterrupted functioning throughout the construction period.

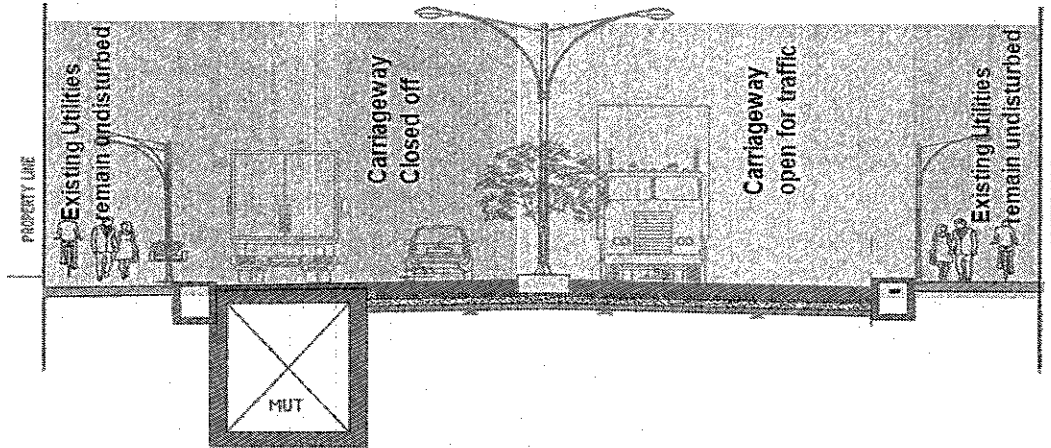


Figure 2.3 24m ROW Road Section with MUT

This approach enables the MUT to be executed efficiently with **minimal disruption**, while providing a long-term, maintainable, and future-ready underground utility backbone for the entire campus.

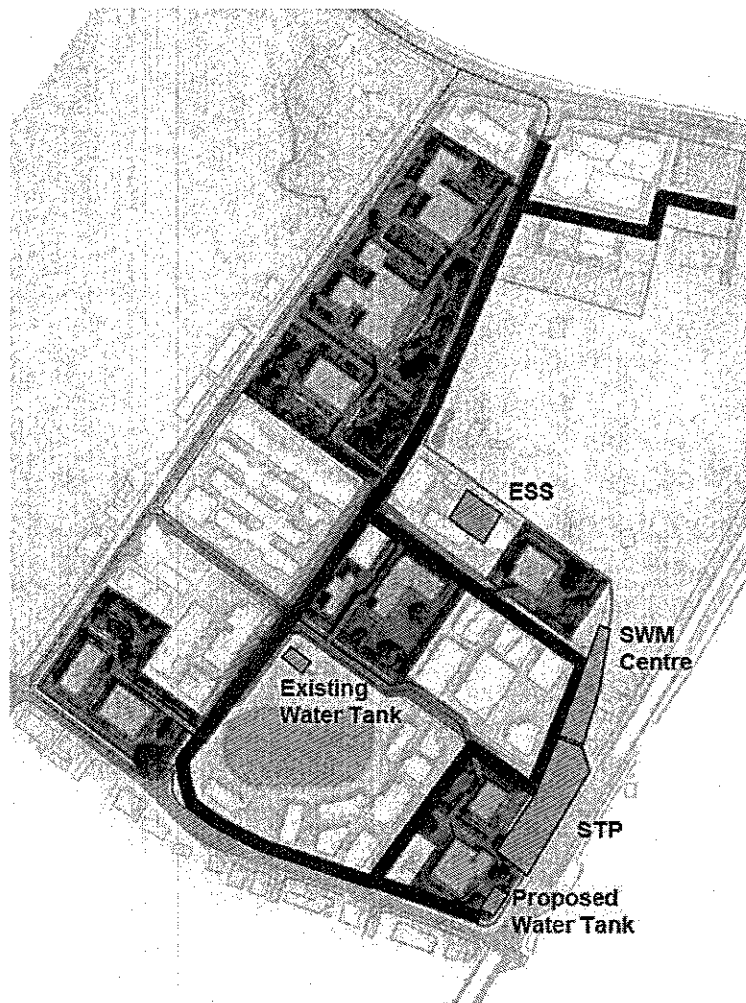


Figure 2.4 Pre-cast Multi-utility Tunnel Construction

The proposed MUT section provides a well-organized, walkable utility corridor designed to safely accommodate all essential services within a single underground structure. With an outer dimension of **4.0 m × 4.5 m** and an inner clear section of **3.2 m × 3.6 m**, the tunnel allows for safe access and maintenance. Key utilities routed through the MUT include stormwater drainage, sewage, potable and recycled water lines, fire-fighting mains, and dedicated electrical and OFC cable banks. The arrangement ensures clear separation between wet and dry services, optimal maintainability, and long-term asset protection. The tunnel is equipped with a **gas-based fire protection system** and **jet fans** for efficient air circulation, ensuring safety and operational reliability throughout its length.

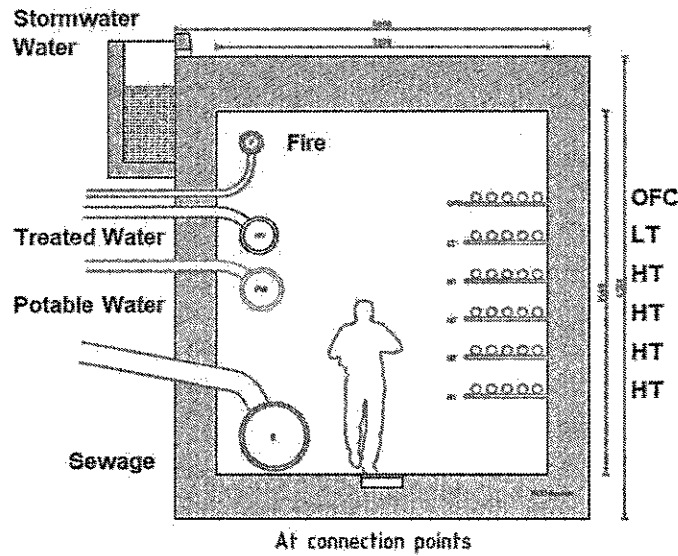


Figure 2.5 Proposed Multi Utility Tunnel Section

Access to the Multi-Utility Tunnel is planned through strategically spaced entry and exit points provided approximately every **60 meters** along the network. These access nodes consist of compact entrance chambers located on the footpath, featuring an entry manhole and a dedicated ventilation shaft to ensure safe passage and internal air movement. The chambers lead directly into the walkable MUT corridor, allowing maintenance personnel to navigate comfortably even around pressurised pipelines and cable racks. At specific locations, the design includes catwalks and adjusted pipe alignments for safe movement over sewage or low-level utilities. This arrangement ensures efficient, fully accessible maintenance without disturbing surface infrastructure or ongoing operations.

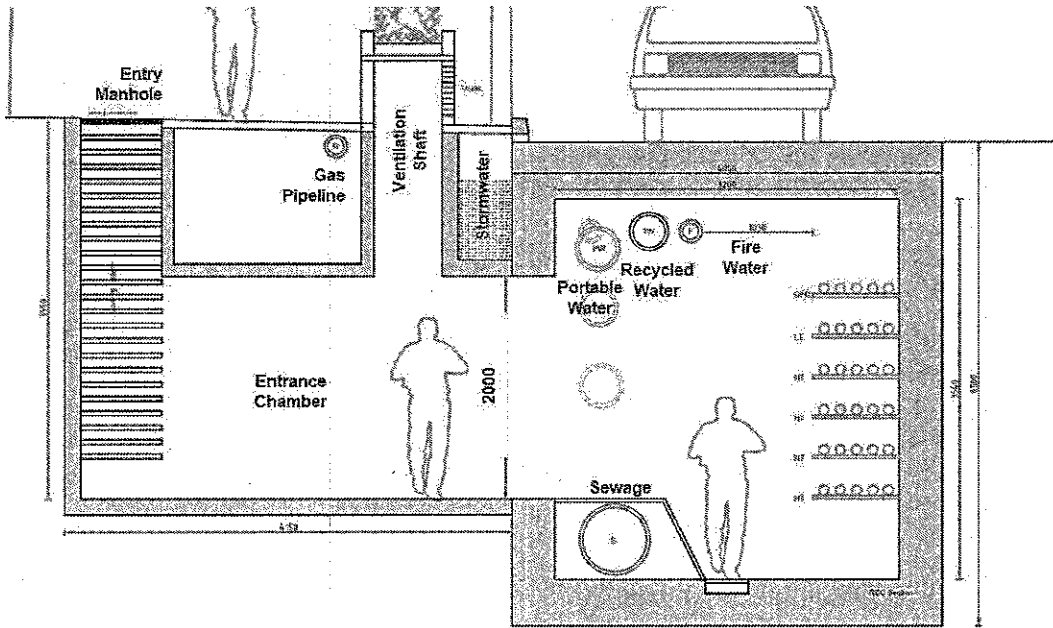


Figure 2.6 Proposed Multi Utility Tunnel Entrance Section

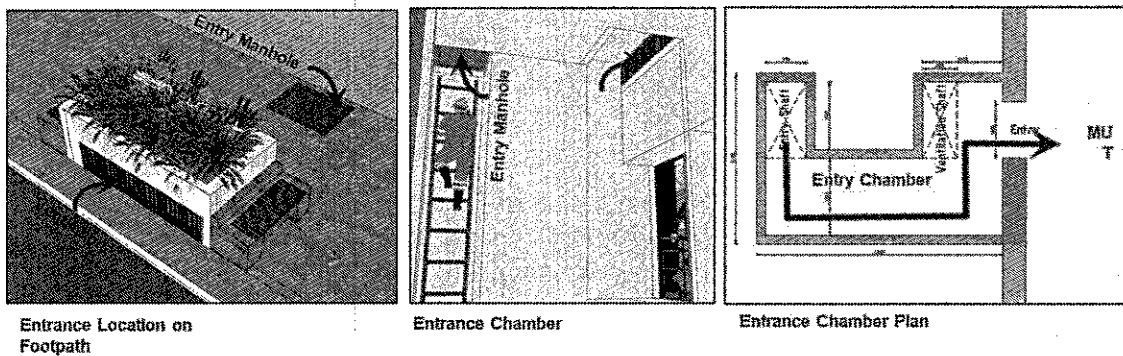


Figure 2.7 Proposed Multi Utility Tunnel Entrance Section

Connections from the Multi-Utility Tunnel to individual plots are planned through designated chambers placed at key intervals along the MUT network. These chambers serve as interface points where utility lines—such as power, ICT, water supply, recycled water, and fire-fighting services—branch off at the **plot level** without requiring surface excavation. At the master plan scale, each chamber is strategically located to ensure efficient distribution while keeping the main MUT corridor uninterrupted. This approach enables future buildings to connect seamlessly to the utility backbone, ensuring ease of maintenance, minimal disruption, and long-term flexibility for development across the campus.

2.4.2 Option 2 – Multi-Utility Tunnel (Periphery)

Option 2 proposes constructing the Multi-Utility Tunnel along the **peripheral roads** of the campus, with all technical specifications and design standards remaining identical to those described earlier—only the alignment differs. However, this alternative presents several challenges: the overall network length increases to **3 kms**, leading to higher construction and

lifecycle costs; the peripheral roads predominantly have **narrow rights-of-way of only 7–9 m**, offering limited space for tunnel construction and staging; and these edges already contain dense layers of **existing utility infrastructure**, making diversion and construction significantly more complex. As a result, while feasible, the peripheral alignment is comparatively less efficient and more cost-intensive than the primary MUT option.

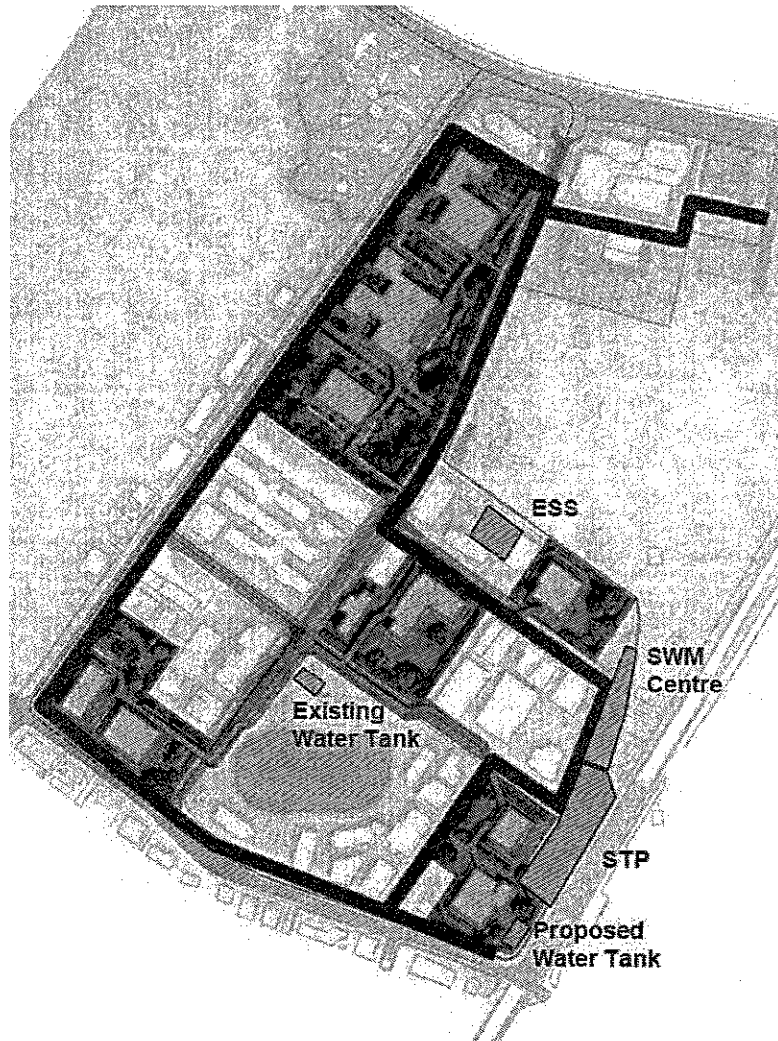


Figure 2.8 Proposed Multi Utility Tunnel (Peripheral) Network

2.4.3 Option 3 – Conventional Utility Ducts

The third option explores a conventional utility duct network, where all essential services are accommodated in smaller ducts laid beneath the road or footpath. Both alignment strategies—**major internal roads** and **peripheral roads**—were examined for feasibility. When aligned along secondary and peripheral roads, the network extends to **3 kms**, increasing the overall cost and complexity. Additionally, most peripheral edges have **restricted ROWs of only 7–9 m**, forcing the ducts beneath the carriageway and limiting working space during installation. These stretches also carry dense layers of **existing infrastructure**, making diversions difficult and raising construction risks. A refined version using major internal roads reduces the



network to 2.3 km, same as the main alignment of MUT, but still retains the fundamental limitations of a duct-based system.

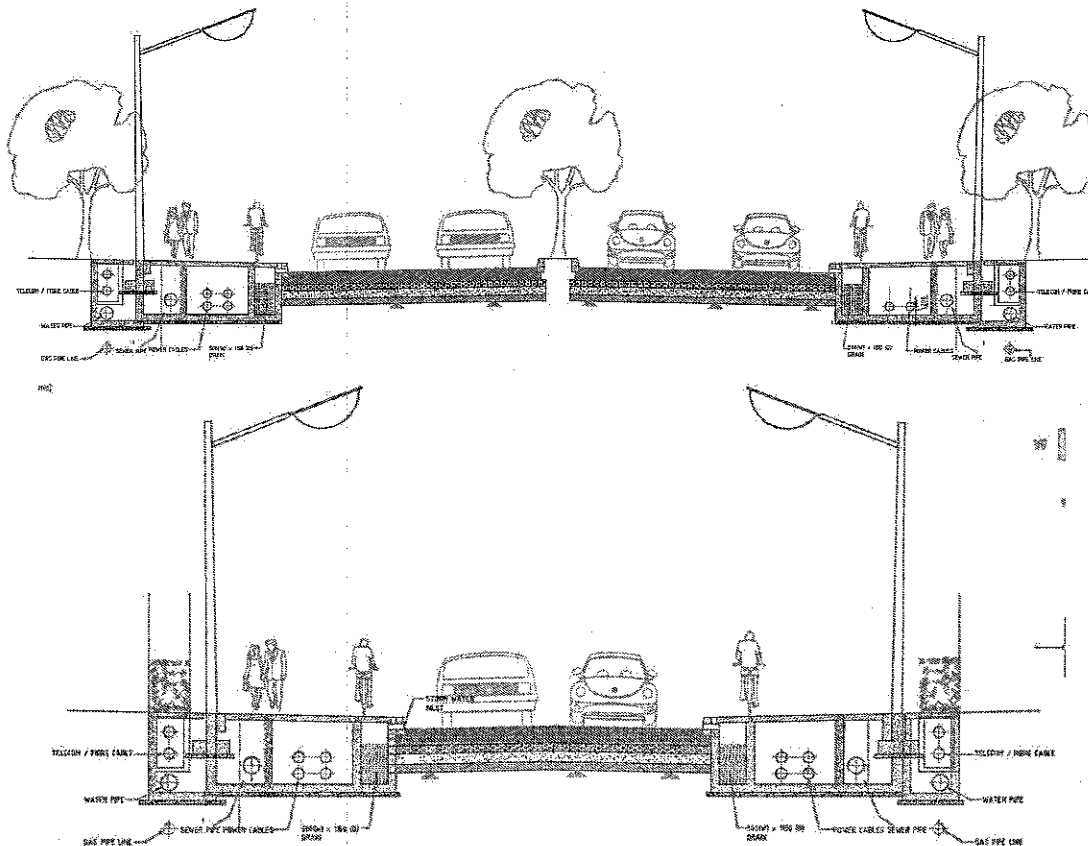


Figure 2.9 Proposed Road Sections of 24m ROW (above) and 18m ROW (below) integrating the conventional duct system.

2.4.4 Comparison

Aspect	Multi-Utility Tunnel (MUT) – Main Alignment	Multi-Utility Tunnel (MUT) – Peripheral Alignment	Conventional Utility Duct Network – Main Alignment
Integration with Existing Utilities	Existing utilities remain mostly undisturbed; new MUT carries consolidated utilities.	Higher interference with existing utilities due to dense networks on peripheral roads.	Existing networks replaced by new ducts; temporary networks required during construction.
Network Planning	Shorter (2.3 Km), efficient routing with direct connectivity between major nodes.	Network length increases to 3 km, making layout less efficient and costlier.	Utilities remain fragmented; coordination across ducts becomes complex.



Aspect	Multi-Utility Tunnel (MUT) – Main Alignment	Multi-Utility Tunnel (MUT) – Peripheral Alignment	Conventional Utility Duct Network – Main Alignment
Road Cutting in Dense Areas	Once built, future maintenance stays inside the tunnel, avoiding road cuts.	Peripheral roads are narrow (7–9 m), increasing risk of traffic disruption during construction.	Frequent excavation required, especially under narrow lanes and built-up edges.
Traffic & Urban Disruption	Minimal long-term disruption; works stay underground.	Higher construction-phase disruption due to limited road width and surface constraints.	Repairs often create bottlenecks in congested streets.
Utility Conflict Management	Clear separation reduces clashes between utilities.	High conflict likelihood because peripheral roads already contain multiple utility lines.	High risk of utilities damaging one another during works.
Maintenance in Constrained Spaces	Walkable tunnel ensures safe access even in dense areas.	Maintenance access remains possible but more difficult due to alignment beneath narrow and busy edges.	Maintenance is difficult where ROW is small, and excavation is required.
Upgrading Aging Infrastructure	Upgrades can be done inside the tunnel without surface disturbance.	Upgrades feasible but less efficient due to longer network and constrained edges.	Upgrading requires repeat trenching in built-up areas.
Right-of-Way Optimization	Optimizes use of limited land; fits well into existing ROW.	Poor ROW availability along edges (7–9 m) creates major construction and staging constraints.	Ducts compete for limited underground space, causing congestion.
Service Reliability	Faster detection and repair improve reliability.	Reliability remains high but maintenance challenges increase with longer alignment.	Delayed repairs due to excavation logistics.
Urban Redevelopment Support	Supports smart-city upgrades like ICT, district cooling, and smart sensors.	Supports redevelopment but with higher cost and complexity.	Harder to integrate new technologies without reconstruction.
Lifecycle Cost in Dense Cities	Higher initial cost, but lower lifecycle cost due to minimized disruptions.	Higher initial and long-term cost due to longer length and ROW constraints.	Lower upfront cost but very high cumulative maintenance costs.
Cost Comparison (Roads + Utility Structure)	INR 100 Cr.	INR 134 Cr.	INR 41.78 Cr.



2.5 WATER SUPPLY SYSTEM

2.5.1 Proposal for Water Supply

2.5.1.1 SOURCES OF WATER SUPPLY

SEEPZ SEZ Area is in Mumbai. Currently, the Water is supplied by MCGM and distributed at a rate of 3600 CUM per day by MIDC.

Currently, the SEEPZ SEZ area faces a water shortage and is unable to fulfil the daily water demand.

MCGM is the main source of water and can fulfil the future water demand as well.

An alternative water source also needs to be identified to meet the future water demand. The following water sources can be utilized for future water demand.

- Lake
- Rainwater Harvesting and Reuse
- Borewell
- STP Treated water for Flushing and Landscape/green area

2.5.1.2 WATER DISTRIBUTION

Water distribution shall be done based on the individual building or area water demand. Water supply distribution pumps' capacity shall be based on the future water demand of the entire area. Similarly, a water supply network shall be laid to supply water to individual buildings.

Valve and water meter chambers shall be provided before connection to the individual building. Valve chambers with isolation valves shall be provided at suitable locations in the distribution network. An air release valve shall be provided in the distribution network.

Water tank with approx. 3 MLD capacity and Pump room located near to Dev Talav to be made functional and potable water will be supplied with continuous pumping system in phase 1 and in phase 2 additional 3 MLD water tank and pump room shall be constructed at the south easter corner of the site abutting Marol Maroshi Road, to meet the future water demand.

Ring main is proposed in the potable water supply distribution line, so that the water can be supplied from other direction in case on maintenance of 1 line.

2.5.1.3 FUTURE DEMAND

To meet the Future water demand of next 30 years and the maximum permissible FSI, water supply requirements shall be calculated based on the future occupant load and the industry requirements.

Tentative water requirement calculation is given in the table below



Table 2.2 SEEPZ Site water demand

SEEPZ Site water demand and Sewage Generation						
S.N	Description	No of Person or Area or No of Seat	Domestic Water Requirement per person or per sqm	Flushing Water Requirement per person or per sqm	Domestic Water demand in Liter	Flushing water Demand in Liter
1	Staff	1,61,314	25	20	4032850	3226280
	Visitors	32263	10	5	322630	161315
2	Green Area	25000		6		150000
3	Washing Area	1000000		0.5		500000
4	Restaurant/ Commercial	5000	55	15	275000	75000
	Fire Fighting					454080
			Total water Demand		4630480	4566675
			Water Loss (10%)		463048	456668
					5093528	5023343
					5.09	5.02
			Total water Demand			10116871
					MLD	10.12

As per above calculations approx. 10.5 MLD of total water is required for the entire SEEPZ site including potable and recycle water.

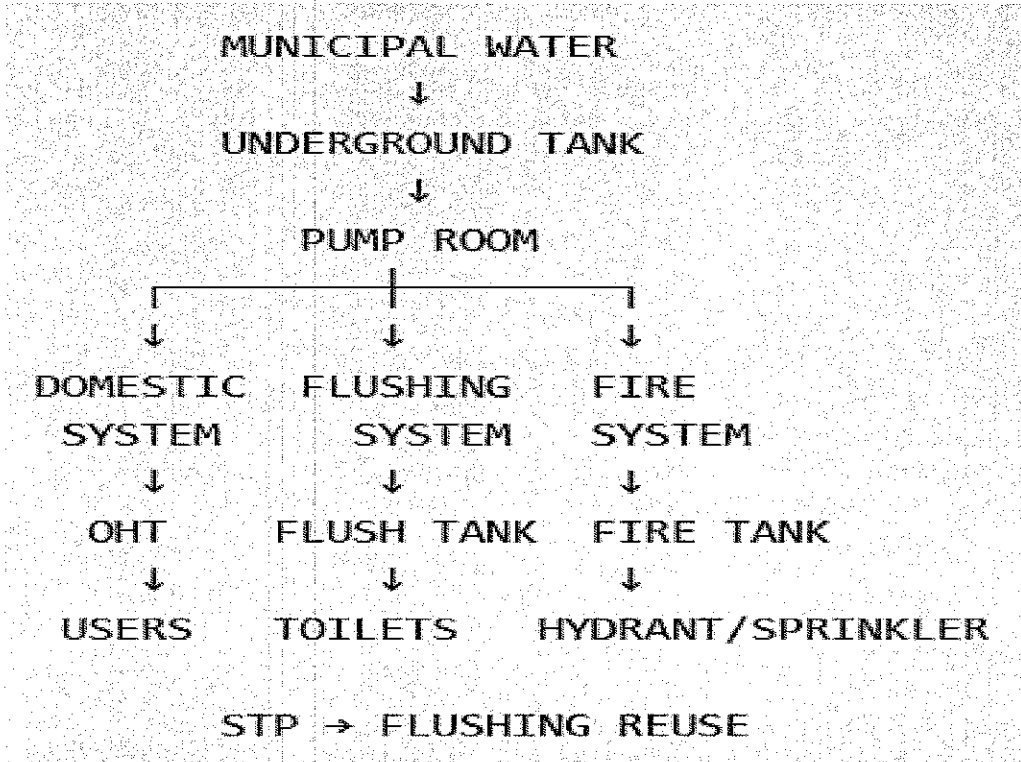
Water demand calculation will be updated in later stage based on the final FSI and occupants. Domestic and Flushing both type of water supply is considered in the calculation.

2.5.1.4 BASIC WATER SUPPLY & FIRE SYSTEM CONCEPT

The proposed water supply system is designed based on a total population of approximately 2 lakh with a total water demand of 10.5 MLD. Out of this, 3.6 MLD is supplied by the municipal authority, while the remaining demand is met through reuse of treated water from a 9 MLD Sewage Treatment Plant (STP). Considering the limited and intermittent municipal supply, an underground storage tank (UGT) is designed for 4-hour storage capacity to ensure continuous water availability. The stored water is then distributed through a centralized pumping system.

The system is divided into three main components: domestic water, flushing water, and fire water. Domestic water is supplied from the UGT to the overhead tank through dedicated domestic pumps and distributed by gravity to all fixtures such as washbasins, kitchens, and showers. Flushing water demand is met using treated water from the STP, which is stored in a separate flushing tank and pumped through an independent pipeline network to toilets and urinals, thereby reducing freshwater consumption.

In addition, a dedicated fire water storage tank is provided as per the guidelines of the National Building Code of India, ensuring adequate storage for firefighting requirements. The fire system is completely independent and includes a fire pump room equipped with main, standby, and jockey pumps to maintain constant pressure in the hydrant and sprinkler network. All systems are designed with separate pipelines, pumps, and controls to ensure reliability, efficiency, and compliance with standard engineering practices.



2.6 SEWERAGE SYSTEM

2.6.1 Sewage Generation

All the Sewer generated in the SEEPZ SEZ area is handled by the sewer network and septic tanks.

Sewer generation shall be considered based on future projected population and water demand for the population and visitors.

Total Sewer generation shall be considered is 80 % of Total water demand as per CPHEEO manual.

Tentative Sewer Generation for the SEEPZ site is given in the below table.

Table 2.3 SEEPZ Site water demand and Sewage Generation

S. No.	Description	No of Person or Area or No of Seat	Domestic Water Requirement per person or per sqm	Flushing Water Requirement per person or per sqm	Domestic Water demand in Liter	Flushing water Demand in Liter
1	Staff	1,61,314	25	20	4032850	3226280
	Visitors	32263	10	5	322630	161315
2	Green Area	25000		6		150000
3	Washing Area	1000000		0.5		500000
4	Restaurant/ Commercial	5000	55	15	275000	75000
	Fire Fighting					454080

S. No.	Description	No of Person or Area or No of Seat	Domestic Water Requirement per person or per sqm	Flushing Water Requirement per person or per sqm	Domestic Water demand in Liter	Flushing water Demand in Liter
			Total water Demand		4630480	4566675
			Water Loss (10%)		463048	456668
					5093528	5023343
					5.09	5.02
			Total water Demand			10116871
					MLD	10.12
			STP Capacity (80 % of water Demand) in Litre			8093496.4
			Infiltration 10 %			809349.64
					MLD	8.9
				Recycle/Reuse		7.12

As per the above Calculations approx. 9 MLD of STP capacity is required for the entire SEEPZ site for the future horizon of next 30 years. STP can be built in 2 phases with capacity of 4.5 MLD each. Suitable location for the Future STP is near to the existing STP.

2.6.2 Option 1 – Gravity Sewer System

Gravity sewer system works on the principle of natural flow, where sewage moves from higher to lower levels through pipelines laid at a proper slope. It is the most commonly used system due to its simple design, low cost, and minimal maintenance requirements

2.6.3 Option 2 – Vacuum Sewer System

The vacuum sewer system is centrally arranged within the multi utility tunnel, where sewage from multiple zones is collected through interface valves and transported via a common vacuum header to a centralized vacuum station connected to the STP.

Vacuum sewer system uses negative pressure to transport sewage through airtight pipelines. It is suitable for flat terrain, high groundwater areas, or locations where gravity flow is not possible, though it requires power and higher

Working Principle (Step-by-Step)

1. Sewage collects in chamber
2. Level reaches trigger point
3. Interface valve opens
4. Vacuum sucks sewage + air (slug flow)
5. Mixture reaches vacuum vessel
6. Air separated → vacuum pump removes air
7. Sewage collected → pumped to STP



2.6.4 Comparison

Table 2.4 Gravity Sewer vs Vacuum Sewer Comparison

Gravity Sewer vs Vacuum Sewer (Comparison Table)			
S.No	Parameter	Gravity Sewer System	Vacuum Sewer System
1	Working Principle	Flow by gravity (slope)	Flow by vacuum (suction)
2	Energy Requirement	✗ Not required	☑ Required (vacuum pumps)
3	Pipe Slope	Required	Not required
4	Excavation Depth	Deep excavation	Shallow excavation
5	Installation Cost	Low	High
6	Maintenance	Easy	Complex
7	Operation	Simple	Requires control system
8	Suitability	Normal terrain	Flat / coastal / rocky areas
9	Groundwater Issue	Problematic in high water table	Works well in high water table
10	Leakage Risk	Higher (joints/manholes)	Very low (airtight system)
11	Manholes Required	Yes	No (uses valve chambers)
12	Reliability	High	Moderate (depends on power)
13	Common Usage	Widely used (standard system)	Special applications only
14	Cost (Main Alignment)	INR 0.74 Cr.	INR 7.3 Cr.
15	Cost (Peripheral Alignment)	INR 1 Cr.	INR 10 Cr.

2.7 POWER SUPPLY

2.7.1 Load Forecasting

The built-up area, along with projected growth and population density across various clusters, forms the basis for assessing power demand and planning the electrical infrastructure. The calculation of SEEPZ's total power requirement accounts for multiple load components, including lighting, power, lifts, HVAC systems, common areas and parking, utilities, and road network demands.



Table 2.5 Load Forecasting

S. No.	PRODUCT MIX	POWER DEMAND NORMS	BASIS FOR NORMS ADOPTED
1 LIGHTING LOAD			
i)	Commercial	9.5 W/ Sq mtr.	ECBC-2017(Energy conservation building code)
ii)	Residential- Group & EWS housing	7.5W/ Sq mtr.	
iii)	Institutional	11.2 W/Sq mtr.	
iv)	Public / Semi Public	9.5 W/ Sq mtr.	
iii)	Mandatory areas (Green / Roads / open area / circulation)	3.0W/ Sq mtr.	
2 COMMON AREA/PARKING LOAD			
i)	Commercial	3.0W/ Sq mtr.	ECBC-2017(Energy conservation building code)
ii)	Residential- Group housing	3.0W/ Sq mtr.	
iii)	Institutional	3.0W/ Sq mtr.	
iv)	Public / Semi Public	3.0W/ Sq mtr.	
3 HVAC LOAD			
i)	Commercial	43.05 W/ Sq mtr.	As per power engineers hand book, Thumb rule for HVAC load calculation is 1Ton/200sqft or 1Ton/18.58sqmtr. Considering power consumption 0.8kW/ton, it will be 43.05W/ Sq mtr.
ii)	Institutional	43.05 W/ Sq mtr.	
iii)	Public / Semi Public	43.05 W/ Sq mtr.	
4 LIFT LOAD			
i)	Commercial	3 W/ Sq mtr.	For a Built-up Area of 16000 Sq mtr, 3 lifts are required. Gearless lift of rating 16kW/lift is considered, as per past project experience
ii)	Residential- Group housing	3 W/ Sq mtr.	
iii)	Institutional	3 W/ Sq mtr.	
iv)	Public / Semi Public	3 W/ Sq mtr.	
5 TOTAL LOAD			
i)	Residential- Multi-storey Building	50W/ Sq mtr.	As per Guidelines for Determination of Connected Load MahaVITARAN (Maharashtra Electricity Borad)
ii)	Non-Residential - Multi-storey Building	200 W/ Sq mtr.	

The built-up area for each land-use type and plot has been derived based on working population estimates, applicable FSI norms, and the provisions of NBC and ECBC. These parameters form the basis for estimating the total power demand for the project, with assessments carried out for each product mix to support the planning of the external electrical infrastructure.



Tentative Ultimate Power demand of Entire SEEPZ Zone

TABLE A: ULTIMATE POWER DEMAND FOR SEEPZ-SEZ

Land Use	BUA(Sq.m)	Occupancy factor	Lighting load (watt/Sqm) As per ECBC-2017			Power, Equipment & Workstation load (watt/Sqm) As per MVVNL guidelines			HVAC load (watt/Sqm) with Power demand of 0.8 kW/ton as per power engineers handbook			Lifts load (watt/Sqm)			Common area/Parking load (watt/Sqm) As per ECBC-2017			Total Demand load (a+b+c+d+e+f) (watt/Sqm)	CL (MW)	D.F	Ultimate Demand Load (MW)
			CL	LF	DL (a)	CL	LF	DL (b)	CL	LF	DL (d)	CL	LF	DL (e)	CL	LF	DL (f)				
Commercial	448619	100%	9.5	1.1	9	97.44	5	19.5	43.1	1,429	30.1	3.00	10	0.3	3.0	5	0.6	59.2	26.54	0.75	19.9
TOTAL	448619																		26.54		21
Ultimate Power Demand Load (MW) at 11kV level considering 0.75 Diversity factor																					16

Total new construction load = 16MVA

Existing load =35MVA

Total load = 51MVA

2.7.2 Existing Power Network Data

At present, the existing demand load on the substation is about 35 MVA. With the proposed new construction, an additional load of approximately 16 MVA is anticipated, bringing the total projected demand to around 51 MVA. Considering the installed capacity of 60 MVA, the substation will operate at approximately 84% loading under the projected scenario. This indicates that the existing infrastructure is adequately sized and capable of reliably catering to the future load requirements, while still maintaining a reasonable margin for operational flexibility and system stability.



3. COST ESTIMATE

The project cost has been evaluated across multiple design options. These options include variations in the type of utility infrastructure, comparing a Conventional Utility Structure with a Multi-Utility Tunnel (MUT) system. Additionally, two alternative alignments for the utility network have been examined: one following the central road corridors and another aligned along the peripheral road network. Further, two sewage management approaches—gravity-based and vacuum-based systems—have also been assessed.

Based on the combined technical, operational, and financial analysis of all permutations, the recommended option is the construction of RCC roads with a centrally aligned Multi-Utility Tunnel network integrated with a vacuum-based sewage system.

RCC ROADS & PRE CAST MULTI-UTILITY STRUCTURE WITH VACUUM SEWAGE SYSTEM (CENTRAL ROAD)				
Parameter	Unit	Total Quantity	Rate	Amount
Site Level Road Length (24m)	m	1917.46	₹ 12,876.51	₹ 6,11,86,871.00
Site Level Road Length (18m)	m	262.34		
Site Level Road Length (15m)	m	973.52		
Site Level Road Length (9m)	m	640.8		
Plot Level Road Length (6m)	m	516.66		
Plot Level Road Length (7.5m)	m	441.04		
Pre Cast Multi Utility Tunnel	m	2300	4,07,120	₹ 93,63,76,249.32
Electrical Cables & Cable Trays	m	2300	22,422	₹ 5,15,70,020.25
Fire Water	m	2300	3,360	₹ 77,28,000.00
Water Supply	m	2300	10,080	₹ 2,31,84,000.00
Vacuum Sewerage System	m	2300	31,739	₹ 7,30,00,000.00
Solid Waste Management	Ton	17.30	₹ 15,02,890.17	₹ 2,60,00,000.00
CCTV Surveillance	m	3,250.00	₹ 3,026.77	₹ 98,37,011.00
Potable Water Tank - 3MLD with Pump Room	MLD	3.00	₹ 2,30,00,000.00	₹ 6,90,00,000.00
STP - 5MLD with SPS	MLD	5.00	₹ 4,96,15,000.00	₹ 24,80,75,000.00
ESS - 30MVA	kVA	30,000.00	₹ 3,800.00	₹ 11,40,00,000.00
Fire Tender Pavement Area (6m Wide)	sqm.	11,581.85	₹ 2,270.05	₹ 2,62,91,373.00
Skywalk Area	sqm.	10,974.60	₹ 70,818.42	₹ 77,72,03,835.50



RCC ROADS & PRE CAST MULTI-UTILITY STRUCTURE WITH VACUUM SEWAGE SYSTEM (CENTRAL ROAD)				
Parameter	Unit	Total Quantity	Rate	Amount
Paved Areas	sqm.	7,718.58	₹ 1,679.30	₹ 1,29,61,820.00
Green Areas (Site Development)	Acre	13.11	₹ 1,50,00,000.00	₹ 19,66,50,000.00
Bioswales Area (5m wide)	Rm	1,500.00	₹ 9,781.30	₹ 1,46,71,955.90
Retention Pond	sqm.	2,470.08	₹ 2,142.46	₹ 52,92,047.60
Rainwater Harvesting Tank	cum.	5,817.00	₹ 23,000.00	₹ 13,37,91,000.00
TOTAL PROJECT COST				₹ 2,78,68,19,183.57

4. DECISIONS REQUIRED FOR MASTER PLAN FINALISATION

Before proceeding with the finalization of the master plan and associated engineering strategies, certain key decisions are required to ensure alignment on the proposed development framework. These decisions will guide the refinement of the design, optimization of utilities, and overall project implementation approach.

1. Confirmation on the inclusion of the proposed skywalk.
2. Selection of the preferred utility infrastructure: Multi-Utility Tunnel (MUT) or Conventional Utility System.
3. Selection of the sewage system approach: Gravity-based system or Vacuum sewage system.
4. Confirmation of the preferred utility alignment: Central alignment or Peripheral alignment.
5. Approval of the final optimized FSI and carpet area achieved.
6. Confirmation regarding the metro tunnel connectivity and the proposed skywalk connection.

TABLE AGENDA

**SEEPZ-SPECIAL ECONOMIC ZONE AUTHORITY
GOVERNMENT OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
MUMBAI**

TABLE AGENDA ITEM NO.01

Proposal

The appointment of a Tax Consultant for filing appeals and representing before the Hon'ble Income Tax Appellate Tribunal (ITAT) and the Commissioner of Income Tax (Appeals) [CIT(A)] for Assessment Years 2013-14 and 2015-16 (i.e., two assessment years) is placed for consideration.

1. Statutory Provision

The proposal is placed before the SEEPZ Special Economic Zone Authority for consideration and approval in terms of:

Section 31(7) of The Special Economic Zone Act, 2005

This provision empowers the Authority to associate with itself any person whose assistance or advice it may require in effectively discharging its functions. Such person shall be entitled to receive such allowances or fees as may be determined by the Authority.

2. Background and Need for the Proposal

The Authority Filed Income Tax Returns for AY 2013-14 and AY 2015-16 within the due dates as prescribed under the Income-tax Act, 1961. The said returns were selected for assessment, and assessment orders were subsequently passed by the Assessing Officer.

Being aggrieved by the orders of the Assessing Officer, the Authority preferred appeals before the Commissioner of Income Tax (Appeals) [CIT(A)]. However, the appeals were disposed of on 12.02.2026, wherein all the grounds of appeal were rejected, and the Assessing Officer was directed to assess the income in accordance with the provisions of Minimum Alternate Tax (MAT).

Therefore, if appeals are not preferred before the Hon'ble Income Tax Appellate Tribunal (ITAT), the Authority will be exposed to significant tax liability arising from the order of the CIT(A) as below:

Financial Implication

- **For AY 2013-14:** Upon giving effect to the order passed by the Commissioner of Income Tax (Appeals) [CIT(A)], the authority will incur an additional current tax liability under the Minimum Alternate Tax (MAT) provisions amounting to approximately ₹3.40 crore, along with applicable interest of ₹5.30 crore, aggregating to a total liability of **₹8.70 crore**.
- **For AY 2015-16:** As per the Income Tax Return filed, the authority had claimed a refund of ₹3.84 crore. However, the Department has issued a refund of only ₹1.53 crore. Accordingly, the authority is entitled to receive the balance refund of ₹2.31 crore, along with applicable interest of ₹1.52 crore, aggregating to a total receivable of **₹3.83 crore**.

Further, the Jurisdictional Income Tax Commissioner has revised the assessment order for AY 2015–16 under Section 263 and directed the Assessing Officer to add additional income of Rs. 6.09 crore and imposed penalty of Rs. 2.07 Crore. Accordingly, the Authority is also required to file an appeal before the CIT(A)/ITAT in respect of the said revision order. If appeals are not preferred before CIT(A) then financial Implication will be as below:

Financial Implication

- **For AY 2015–16:** The Jurisdictional Income Tax Commissioner has wrongly added Rs. 6.09 Crore to the income of the Authority by disallowing prior period expenses. This has resulted in a lower income tax refund compared to the refund originally claimed in the Income Tax Return (ITR), and has also led to the imposition of a penalty of Rs. 2.07 Crore.

Therefore, to recover the balance refund of Rs. 2.31 Crore along with interest of Rs. 1.52 Crore, and to seek quashing of the penalty order amounting to Rs. 2.07 Crore, the total financial impact comes to **Rs. 5.90 Crore**.

3. Requirement of Chartered Accountants firm.

The Income Tax Appellate Tribunal is a quasi-judicial authority that requires effective representation on behalf of the SEEPZ-SEZ Authority. Therefore, a firm of Chartered Accountants, having relevant experience in representing cases before the Tribunal, is required to be appointed as a Tax Consultant to represent the SEEPZ-SEZ Authority before the Income Tax Appellate Tribunal in appeals preferred against the orders of the CIT(A), as well as in matters relating to revision orders to be challenged before the CIT(A).

4. Scope of work

- Examine the assessment orders, CIT(A) orders, and revision orders for AY 2013–14 and AY 2015–16, along with all related documents.
- Identify appealable issues and advise on the merits of the case.
- Ensure timely filing of appeals within the prescribed limitation period, along with the relevant forms, before the ITAT and CIT(A).
- Prepare the Statement of Facts and Grounds of Appeal, along with necessary annexures and supporting documents, in accordance with ITAT/CIT(A) rules.
- Appear before the ITAT and CIT(A) on behalf of the SEEPZ-SEZ Authority to make oral and written submissions.
- Undertake follow-ups and ensure compliance with procedural requirements.
- Advise on the further course of action, if required, including filing an appeal before the High Court.
- Assist in giving effect to the ITAT order.

5. Proposal for Approval

Agenda for appointment of a Tax Consultant for filing appeals and representing before the Hon'ble Income Tax Appellate Tribunal (ITAT) and the Commissioner of Income Tax (Appeals) [CIT(A)] for Assessment Years 2013–14 and 2015–16 is placed for consideration.

Patankeal
06/04/2016



भारत सरकार / GOVERNMENT OF INDIA
वित्त मंत्रालय / MINISTRY OF FINANCE
आयकर विभाग / INCOME TAX DEPARTMENT
राष्ट्रीय पहचानविहीन अपील केन्द्र / NATIONAL FACELESS APPEAL CENTRE (NFAC)
दिल्ली / DELHI

To, SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY 2ND FLOOR SEEPZ SERVICE CENTRE ,MIDC CENTRAL ROAD ANDHERI EAST MUMBAI 400096 ,Maharashtra India	
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PAN: AAAGS0028P	AY: 2013-14	Dated: 12/02/2026	DIN & Order No : ITBA/NFAC/S/250/2025-26/1085917408(1)
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Order u/s 250 of Income Tax Act,1961

Instituted on 28/04/2016 from the order of **WARD 22(1)(3), MUMBAI** dated 28/03/2016

Appeal No	CIT (A), Mumbai- 34/10079/2016-17
Status/Deductor Category	
Residential Status	Resident
Nature of Business	Others
Section under which the order appealed against was passed	143(3)
Date of Order under which the order appealed against was passed	28/03/2016
Income/Loss Assessed (in Rs .)	66577450
Tax/Penalty/Fine/Interest Demanded (in Rs.)	6436100
Present for the appellant	Not Applicable
Present for the Department	Not Applicable

The appeal was instituted on 28.04.2016 against the order dated 28.03.2016 passed u/s 143(3) of the Income Tax Act 1961(hereinafter referred as 'Act') by the ITO, Ward 22(1)(3), Mumbai for the A.Y. 2013-14.

2. Statement of facts as per Form No.35 are as under:

SEEPZ SEZ is an Authority created through an Act of Parliament ie The SEZ Act 2005.It is created to promote the SEZs of its territorial jurisdiction. The utilization of its income is

for implementation of the Central Govt policies related to SEZs. Authority is under administrative control of Ministry of commerce & Industry. PAN no of the Authority at the time of incorporation had been inadvertently taken as applicable to Company accordingly return for the AY 13 14 was filed. No w Authority has obtained new PAN no.as applicable to Authority. Authority has applied for exemption us 10(46) of the Income Tax Act with the jurisdictional commissioner of Income Tax and the application is pending at CBDT. During the course of assessment proceedings authority has filed revised return in paper form claiming exemption us 1 0(46) and requested to allow to file the return electronically in new P AN. Assessing officer has assessed the income at Rs.66577459 as per return of income and issued demand notice us 156 for Rs 6436100 without allowing exemption us 10(46)

3. Grounds of appeal as per Form No.35 are as under:

1. That the Assessing Officer has erred in issuing demand notice for Rs 6436100 instead of refund which is due to the appellant by virtue of exemption us 10(46) of the income tax act 1961.
2. That the assessing officer had erred in computing the assessable income of the appellant based on status of Company instead of Local Authority while accepting in his order the status as Local Authority.
3. That the Assessing Officer has erred in not taking on records the revised return filed by the appellant before the completion of assessment proceedings.
4. That the Assessing Officer has erred in not considering the exemption us 10(46) of the income Tax Act although application has been duly filed and pending at CBDT. It is submitted that appellant is non profit entity and entire surplus is utilised in the export promotion or infrastructure development of SEZ.
5. That the appellant craves leave to add amend alter vary and or withdraw any or all the above grounds of appeal.

4. During the course of appellant proceeding, appellant made submission on 17.03.2025, which is reproduced as under: -

Respected Sir,

We refer to the captioned Notice in response to our appeal before the CIT (Appeals) in terms of which we are called upon to submit the details in support of our grounds of appeal raised in Form No. 35.

In this connection, we hereby submit that we have earlier also submitted our written submission twice vide our letter dated 19-02-2021 and 07-01-2023. Further we are submitting below our details in support of our grounds raised in the appeal.

Introduction:-

The authority is a local authority constituted under the special economic zone Act, 2005 by the central Government of India. It was created to promote the SEZ's of its territorial jurisdiction. The Revenue of SEEPZ SEZ Authority arises out of lease rent & others administrative fee from units holders. Any surplus if any is utilized for the purpose of export/promotion/infrastructure redevelopment of SEZ. The appellant possess exemption u/s 10(46) of the Act from FY. 2015-16 to F.Y. 2019-20. The appellants application for exemption U/s 10(46) was pending with CBDT from incorporation till FY 2015-16.

Facts of the Cases:-

The appellant had filed its return of income declaring income of Rs.6,65,77,450/- for AY 2013-14 on 19/07/2014 and revised return dated 11.03.2016 filed manually during Assessment proceeding The Case was selected for scrutiny and statutory notice u/s 143(2) of The Income Tax Act, 1961 was dully served upon by the appellant. The appellant was asked to submit details during the assessment. In response, the appellant submitted details as required by Assessing officer. Accordingly, Ld AO assessed the total income of the appellant as per the original income Tax Return filed by Appellant.

However, the Ld. AO erred while computing tax on the assessed income of appellant. Aggrieved by the said error in computation, this appeal has been preferred.

Ground No. 1: Demand Notice Issued of a Rs. 64,36,100/- instead of refund

The appellant is a local authority and is eligible for exemption U/s 10(46) of the Act. In view of this Fact, During the assessment, appellant revised its return on 11.03.2016 with claim of refund Rs. 2,83,12,349/-. However, Ld.AO did not consider the refund claim and computed tax on assessed income without considering the exemption U/s 10(46) of the Act. Further, Ld. AO computed and levied tax U/s 115JB of the Act to the appellant It may be noted that MAT u/s 115JB is applicable only to companies and tax under MAT provisions need not be calculated and levied. Moreover, the Ld. AO. Himself has considered in his order dated 28.03.2016 that appellant is a Local Authority. The Appellant therefore requests your honour to kindly consider the exemption u/s 10(46) in view of eligibility of the local authority. and pending application with the CBDT. In view of

above, your honour is requested to revise the computation and allow the refund of taxes paid by appellant.

Ground No. 2 Income assessed under wrong status:

The Appellant status is of Local Authority and needs to be assessed under the same. Since, the Ld. AO accepted the status of the Appellant as a Local Authority, the computation of tax must be made accordingly. However, Ld. AO has computed tax considering the status as company instead of Local Authority. In View of above, your honour is requested to consider the revised computation and allow the refund of taxes paid by appellant.

Ground No. 3 Tax calculated under MAT provisions:

The Appellant status is of Local Authority and needs to be assessed under the same status. Since, Ld. AO in his order U/s 143(3) passed on 28.03.2016 himself considered the status of appellant as local authority, the question of applicability of provision of MAT u/s 115JB of the IT Act, 1961 does not arise. It is submitted that MAT u/s 115JB is applicable only to company and not to any other assessee. In view of the above, your honour is requested to consider the facts and accept the revised computation without applicability of provisions of MAT U/s 115JB.

Without Prejudice to above

Ground No. 4 Error in Computation of Tax:

Appellant hereby requests your honor that in case the request for consideration of exemption is not considered, still the appellant is eligible for correction of error in computation of tax as stated in Ground no. 3. The MAT provisions would any way not be applicable to the appellant and thus your honor is humbly requested to calculate the refund accordingly.

Ground No. 5: Revised Return not considered

The Ld. AO did not consider the revised return filed by assessee during the assessment. Your honour is requested to consider the same and give relief accordingly.

Ground No. 6 Exemption us 10(46) not considered

The authority is a local authority constituted under the special economic zone Act, 2005 by the central Government of India. It was created to promote the SEZ's of its territorial jurisdiction. The Revenue of SEEPZ SEZ Authority arises out of lease rent & other administrative fee from units holders. Any surplus if any 15 utilized for

the purpose of export/promotion/infrastructure redevelopment of SEZ. The appellant currently possess exemption u/s 10(46) of the Act which is valid till F.Y. 2019-20. The appellants application for exemption U/s 10(45) was pending with CBDT since incorporation of the authority. It may be noted that appellant had inadvertently quoted its status of Company instead of local authority while making application for PAN. As the PAN was showing status of company the tax consultant calculated the taxes as per provision applicable on company assessee. Subsequently, it was realized that there is need to rectify the status of assessee. Hence, the authority applied and has obtained new PAN as applicable to Local Authority. Moreover, The appellant applied exemption u/s 10(46) of the Act with the commissioner of Income Tax/CBDT and the department allowed the exemption u/s 10(46) of the Act vide notification no. 99/2017/F.NO. 300196/5/2016-ITA-1 dated 22nd Dec 2017 u/s 10(46) of the Act. The above exemption notification is valid for a period from F.Y.2015-16 to FY 2019-20(A copy of said notification enclosed herewith). Later, the appellant applied for exemption with retrospective period i.e. since incorporation vide application.

In view of above, exemption u/s 10(46) of the Act, 1961 should be allowed to the appellant.

Kindly acknowledge and oblige.

5. Decision : The main contention of the assessee as is transpired from the facts and written submission of the assessee was –

Ground No. 1: Demand Notice Issued of a Rs. 64,36,100/- instead of refund

Ground No. 2 Income assessed under wrong status

Ground No. 3 Tax calculated under MAT provisions

5.1 The original return of income was e -filed by the assessee on 19.07.2014 for the A. Y 2013-14 on the PAN AAAGS0028P as govt. company vide acknowledgement number 238578151190714 . In the original return filed assessee has claimed the deduction u/s 80 IAB of the Act and paid the taxes on balance total income of Rs 66577450. The assessee had also claimed the refund of Rs 6436100 on the additional taxes paid.

During the scrutiny proceedings the assessing officer assessed that though the assessee is a local authority but also the provisions of section 115JB of the Act shall

be applied on it being a company. The assessee had submitted that provisions of 115JB of the Act are not applicable on him and assessing officer had wrongly calculated the tax as per MAT provisions. This has resulted in total demand of Rs 6436100 instead of refund.

5.2 Section 115JB of the Act is regarding taxation of certain companies wherein the taxes are to required to be paid not less than 18.5 percent of the book profits. There was a special clause (6) for the special economic zone developers in the section 115JB of the Act. The clause can be read as-

Special provision for payment of tax by certain companies.

115JB. (1) *Notwithstanding anything contained in any other provision of this Act, where in the case of an assessee, being a company, the income-tax, payable on the total income as computed under this Act in respect of any previous year relevant to the assessment year commencing on or after the 1st day of April, 2012, is less than eighteen and one-half per cent of its book profit, such book profit shall be deemed to be the total income of the assessee and the tax payable by the assessee on such total income shall be the amount of income-tax at the rate of eighteen and one-half per cent.*

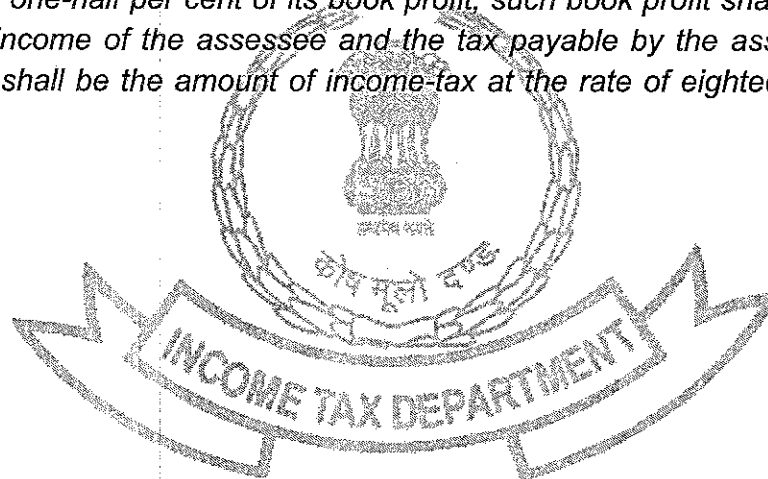
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(6) *The provisions of this section shall not apply to the income accrued or arising on or after the 1st day of April, 2005 from any business carried on, or services rendered, by an entrepreneur or a Developer, in a Unit or Special Economic Zone, as the case may be:*

Provided *that the provisions of this sub-section shall cease to have effect in respect of any previous year relevant to the assessment year commencing on or after the 1st day of April, 2012.*

The provision as above clearly states that section 115JB of the Act will be applicable from AY 13-14 onwards on the assessee and contention of the assessee that the MAT provisions were not applicable was not found correct. On checking the PAN data-base it was found that the assessee's PAN: AAAGS0028P was allotted way-

back on 27/02/2010 as a government company. As per e- filing details of the assessee, till A.Y 15-16 the old PAN was used by the assessee for filing the ITRs. The assessee seemed to had applied for new PAN in 2016 only and received new PAN from the status of govt company to Local authority with PAN AAALS4995G. The PAN allotment date was 02/03/2016.

As is clarified from above, the assessee was a company during the year and was continuously filing the return as government company since many previous years. The MAT provisions were found to be applicable from AY 13-14 as was rightly assessed by the assessing officer. The assessee himself declared itself a govt . company for last many years .Also ,being a local authority does not confer absolute exemption unless specified to fulfill certain conditions.

5.3 Thus, Grounds No1,2 & 3 dismissed

5.4 Ground No. 4 Error in Computation of Tax

Ground No. 5: Revised Return not considered

Ground No. 6 Exemption us 10(46) not considered

5.5 The assessee had also attached a manual revised return on PAN AAALS4995G which is undated (As per assessee return was filed on 11.3.2016 at the time of assessment), without acknowledgement number and in which it claims to be qualified for exemption under section 10(46) of the Act as Local authority. So, there should be refund of the taxes paid as calculated in the original return filed in 2014. However, in assessment order, there was no mention of revised return filed at the time of assessment. Even if it was, the new PAN had no existence in 2014. The date of filing revised return had also expired and the return was not e-filed within time allowed. The assessee had also filed the computation along-with the ITR claiming the exemption u/s 10(46) of the Act. However, the assessee did have any such exemption notification u/s 10(46) of the Act for the year under consideration. The exemption u/s 10(46) of the Act is not automatic but has to be notified by the CBDT on certain conditions. The assessee had got itself notified by CBDT since A.Y 16-17 onwards only .

5.5.1 The assessee had failed to submit the exemption notification for the A.Y 13-14 till date and so the exemption as claimed by the assessee u/s 10(46) of the Act could not be allowed at the time of assessment proceedings. The same cannot be allowed at this stage also in want of notification of exemption u/s 10(46) of the Act. The assessee had only provided written submission that it had applied for the exemption

u/s 10(46) of the Act since incorporation but no such certificate was produced during the appeal proceedings. So, it is not possible to allow any exemption u/s 10(46) of the Act for AY 13-14.

5.5.2 On perusal of the ITNS attached with the assessment order it was found that the assessing officer had taken the book profits wrongly at Rs 66577450. This amount is the balance total income after the allowing the deduction u/s 80 IAB of the Act and not the book profits. The assessing officer is directed to tax the book profits of the assessee for MAT calculation after affording proper opportunity to the assessee in this regard and rectify the wrong value taken during the assessment proceedings.

5.6 The Grounds 4,5 & 6 as raised by the assessee are dismissed.

6.0 For statistical purposes the appeal is dismissed and accordingly treated as disposed off.





भारत सरकार / GOVERNMENT OF INDIA
वित्त मंत्रालय / MINISTRY OF FINANCE
आयकर विभाग / INCOME TAX DEPARTMENT
राष्ट्रीय पहचानविहीन अपील केन्द्र / NATIONAL FACELESS APPEAL CENTRE (NFAC)
दिल्ली / DELHI

To, SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY 2ND FLOOR SEEPZ SERVICE CENTRE ,MIDC CENTRAL ROAD ANDHERI EAST MUMBAI 400096 ,Maharashtra India	
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PAN: AAAGS0028P	AY: 2015-16	Dated: 12/02/2026	DIN & Order No : ITBA/NFAC/S/250/2025-26/1085917529(1)
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Order u/s 250 of Income Tax Act,1961

Instituted on 29/01/2018 from the order of **CIRCLE 25(1), MUMBAI** dated 29/12/2017

Appeal No	CIT (A) 37, Mumbai/10460/2017-18
Status/Deductor Category	
Residential Status	Resident
Nature of Business	Others
Section under which the order appealed against was passed	143(3)
Date of Order under which the order appealed against was passed	29/12/2017
Income/Loss Assessed (in Rs .)	124274450
Tax/Penalty/Fine/Interest Demanded (in Rs.)	83106710
Present for the appellant	Not Applicable
Present for the Department	Not Applicable

The appeal was instituted on 29.01.2018 against the order dated 29.12.2017 passed u/s 143(3) of the Income Tax Act 1961 by the ACIT/DCIT, Circle 25(1), Mumbai for the A.Y. 2015-16.

2. Statement of facts as per Form No.35 are as under:

SEEPZ SEZ is an authority created through an Act of Parliament i.e. The SEZ Act 2005. It is created to promote the SEZs of its territorial jurisdiction. The

utilisation of its income is for implementation of the Central Government policies related to SEZs. Authority is under administrative control of Ministry of commerce and Industry. PAN no of the authority at the time of incorporation had been inadvertently taken as applicable to company accordingly return for the AY 15-16 was filed. Authority has subsequently obtained new PAN no as applicable to Local Authority. Authority got the exemption u/s 10(46) of the Income Tax Act vide notification No. S.O.4010 (E) dated 22/12/2017 in respect of its income w.e.f F.Y. 2015-16. Subsequently Authority has applied with CBDT to allow the exemption with retrospective effect from the date of enactment of the section/date of incorporation of the Authority and the application is pending. Authority has filed the revised return vide acknowledgement No. 619329101130217 dated 13/02/2017 claiming refund of Rs. 38419940 in old PAN No. based on the status as Local Authority as against the company in the original return. Authority has also filed revised return in paper form on 14/03/2016 claiming exemption u/s 10(46) within time allowed and requested to allow to file the return electronically in new PAN. Assessing officer has assessed the income at Rs 124274450 as per return of income and issued demand notice for Rs. NIL without allowing exemption u/ s 10(46) of the Income Tax Act and based on status as company instead of Local Authority and calculated tax accordingly in the Income Tax computation form.

3. Grounds of appeal as per Form No.35 are as under:

1. That the Assessing Officer has erred in issuing demand notice for Rs. NIL instead of refund which is due to the appellant by virtue of exemption u/s 10(46) of the income tax act 1961.
2. That the assessing officer had erred in computing the assessable income of the appellant based on status as Company instead of Local Authority as per computation sheet while accepting in his order the status as Local Authority.
3. That Assessing officer has erred in not considering the revised return claiming refund of Rs 3 8419940 even if exemption u/s 10(46) not taken into account.
4. That the Assessing Officer has erred in not taking on records the revised paper return filed by the appellant on 14.03.2016 and 13.02.2017 electronically.
5. That the Assessing Officer has erred in not considering the exemption u/s 10(46) of the income Tax Act although matter of applicability of exemption with retrospective effect from the date of incorporation of Authority has been taken up with CBDT as the same has been applied at the time of application.

4. During the course of appellant proceeding, appellant made submission on

17.03.2025, which is reproduced as under: -

Respected Sir,

We refer to the captioned Notice in response to our appeal before the CIT (Appeals) in terms of which we are called upon to submit the details in support of our grounds of appeal raised in Form No. 35.

In this connection, we hereby submit that we have earlier also submitted our written submission vide our letter dated 15.03.2021. Further we are submitting below our details in support of our grounds raised in the appeal.

Introduction:-

The authority is a local authority constituted under the special economic zone Act, 2005 by the central Government of India. It was created to promote the SEZ's of its territorial jurisdiction. The Revenue of SEEPZ SEZ Authority arises out of lease rent & others administrative fee from units holders. Any surplus if any is utilized for the purpose of export/promotion/infrastructure redevelopment of SEZ. The appellant currently possess exemption u/s 10(46) of the Act which is valid till F.Y. 2019-20. The appellants application for exemption U/s 10(46) is pending with CBDT for since incorporation of the authority.

Facts of the Case :-

The appellant had filed its return of income declaring income of Rs. 12,42,74,450/-for A.Y 2015 16 on 30/09/2015 and revised return dated 13/02/2017 filed during Assessment proceeding The Case was selected for scrutiny and statutory notice u/s 143(2) of The Income Tax Act, 1961 was duly served upon by the appellant. The appellant was asked to submit details during the assessment. In response, the appellant submitted details as required by Assessing officer. Accordingly, Ld AO assessed the total income of the appellant as per income Tax Return filed by Appellant. However, the Ld. AO erred while computing tax on the assessed income of appellant. Aggrieved by the said error in computation, this appeal has been preferred.

Ground No. 1 Demand Notice Issued of Rs. Nil instead of refund.

The appellant is a local authority and is eligible for exemption U/s 10(46) of the Act. In view of this Fact, During the assessment, appellant revised its return vice acknowledgement No 619329101130217 on 13/02/2017 with claim of refund Rs.3,84,19,940/ However, The Ld.AO did not consider the refund claim and computed tax on assessed income without considering the exemption. U/s 10(46) of the Act. Further, Ld. A) computed and levied tax U/s 115JB of the Act to the appellant

It may be noted that MAT u/s 115JB is applicable only to companies and tax under MAT provisions need not be calculated and levied. Moreover, the Ld. AO, himself has considered in his order dated 29.12.2017 that appellant is a Local Authority. The Appellant therefore requests your honour to kindly consider the exemption u/s 10(46) in view of eligibility of the local authority and pending application for the CBDT. In view of above, your honour is requested to revise the computation and allow the refund of taxes paid by appellant.

Ground No. 2 Income assessed under wrong status:

The Appellant is of Local Authority and needs to be assessed under the same. Since, the Ld. AO accepted the status of the Appellant as a Local Authority, the computation of tax must be made accordingly. However, Ld. AO has computed tax considering the status as company instead of Local Authority. In View of above, your honour is requested to revise the computation and allow the refund

of taxes paid by appellant.

Ground No. 3 Tax calculated under MAT provisions:

The Appellant is of Local Authority and needs to be assessed under the same status. Since, d. AO in his order U/s 143(3) passed on 29.12.2017 himself considered the status of appellant as local authority, the question of applicability of provision of MAT u/s 115JB of the IT Act, 1961 does not arise. It may be noted that MAT u/s 115JB is applicable only to company and not to any other assessee. In view of the above, Your honour is requested to consider the facts and accept the revised computation without applicability of provisions of MAT U/s 115JB.

Without Prejudice to above

Ground No. 4 Error in Computation of Tax:

Appellant hereby requests your honor that in case the request for consideration of exemption is not considered, still the appellant is eligible for correction of error in computation of tax as stated in Ground no. 3. The MAT provisions would any way not be applicable to the appellant and thus your honor it is requested to calculate the refund accordingly.

Ground No. 5: Revised Return not considered.

The Ld. AO did not consider the revised return filed by assessee during the assessment. Your honour is requested to consider the same and give relief accordingly.

Ground No. 6 Exemption us 10(46) not considered.

The authority is a local authority constituted under the special economic zone Act, 2005 by the central Government of India. It was created to promote the SEZ's of its territorial jurisdiction. The Revenue of SEEPZ SEZ Authority arises out of lease rent & others administrative fee from units holders. Any surplus if is utilized for the purpose of export/promotion/infrastructure redevelopment of SEZ. The appellant currently possess exemption u/s 10(46) of the Act which is valid till F.Y. 2019-20. The appellants application for exemption U/s 10(46) is pending with CBDT for since incorporation of the authority. It may be noted that appellant had inadvertently quoted its status of Company instead of local authority while making application PAN. As the PAN was showing status of company the tax consultant calculated the taxes as per provision applicable on company assessee. Subsequently, it was realized that there is need to rectify the status of assessee, the authority applied and has obtained new PAN as applicable to Local Authority. Moreover, The appellant applied exemption u/s 10(46) of the Act with the commissioner of Income Tax/CBDT and the department allowed the exemption u/s 10(46) of the Act vide notification no. 99/2017/F.NO. 300196/5/2016-ITA-1 dated 22nd Dec 2017 u/s 10(46) of the Act. The above exemption notification is valid a period from F.Y.2015-16 to FY 2019-20(A copy of said notification enclosed herewith). Later the appellant applied for exemption with retrospective period i.e. since incorporation vide application.

In view of above, exemption u/s 10(46) of the Act, 1961 should be allowed to the appellant. Kindly acknowledge and oblige.

5. Decision : The main contention of the assessee as is transpired from the facts and written submission of the assessee was—

Ground No. 1: Demand Notice Issued of a Rs. Nil- instead of refund

Ground No. 2 Income assessed under wrong status

Ground No. 3 Tax calculated under MAT provisions

5.1 The original return of income was e-filed by the assessee on 30.09.2015 for the A.Y 2015-16 on the PAN AAAGS0028P as govt. company vide acknowledgement number 836826531300915. In the original return filed assessee has claimed the deduction u/s 80 IAB of the Act and paid the taxes on balance total income of Rs 124274450. The assessee had also claimed the refund of Rs 1706630 on the additional taxes paid.

During the scrutiny proceedings the assessing officer assessed that though the assessee is a local authority but also the provisions of section 115JB of the Act shall

be applied on it being a company. The assessee had submitted that provisions of 115JB of the Act are not applicable on him and assessing officer had wrongly calculated the tax as per MAT provisions. This has resulted in total demand of Rs Nil instead of refund.

5.2 Section 115JB of the Act is regarding taxation of certain companies wherein the taxes are to required to be paid not less than 18.5 percent of the book profits. There was a special clause (6) for the special economic zone developers in the section 115JB of the Act. The clause can be read as-

Special provision for payment of tax by certain companies.

115JB. (1) *Notwithstanding anything contained in any other provision of this Act, where in the case of an assessee, being a company, the income-tax, payable on the total income as computed under this Act in respect of any previous year relevant to the assessment year commencing on or after the 1st day of April, 2012, is less than eighteen and one-half per cent of its book profit, such book profit shall be deemed to be the total income of the assessee and the tax payable by the assessee on such total income shall be the amount of income-tax at the rate of eighteen and one-half per cent.*

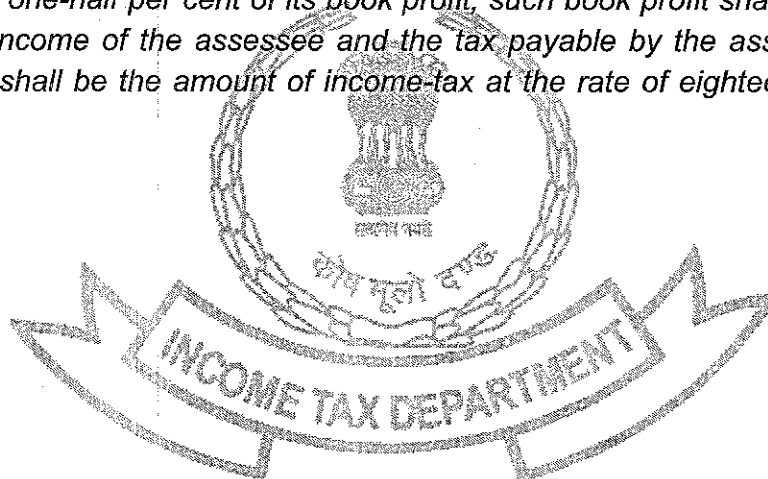
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(6) *The provisions of this section shall not apply to the income accrued or arising on or after the 1st day of April, 2005 from any business carried on, or services rendered, by an entrepreneur or a Developer, in a Unit or Special Economic Zone, as the case may be:*

Provided *that the provisions of this sub-section shall cease to have effect in respect of any previous year relevant to the assessment year commencing on or after the 1st day of April, 2012.*

The provision as above clearly states that section 115JB of the Act will be applicable from AY 13-14 onwards on the assessee and contention of the assessee that the MAT provisions were not applicable was not found correct. On checking the PAN data-base it was found that the assessee's PAN: AAAGS0028P was allotted way-

back on 27.02.2010 as a government company. As per e- filing details of the assessee, till A.Y 15-16 the old PAN was used by the assessee for filing the ITRs. The assessee seemed to had applied for new PAN in 2016 only and received new PAN from the status of govt company to Local authority with PAN AAALS4995G. The PAN allotment date was 02.03.2016.

As is clarified from above, the assessee was a company during the year and was continuously filing the return as government company since many previous years. The MAT provisions were found to be applicable from AY 13-14 as was rightly assessed by the assessing officer. The assessee himself declared itself a govt . company for last many years . Also , being a local authority does not confer absolute exemption unless specified to fulfill certain conditions.

5.3 Thus, Grounds No1,2 & 3 dismissed

5.4 Ground No. 4 Error in Computation of Tax

Ground No. 5: Revised Return not considered

Ground No. 6 Exemption us 10(46) not considered

5.5 The assessee had also attached a manual revised return on PAN AAALS4995G which is undated(As per assessee return was filed on 14.3.2016 at the time of assessment), without acknowledgement number and in which it claims to be qualified for exemption under section 10(46) of the Act as Local authority. So, there should be refund of the taxes paid as calculated in the original return filed in 2015. Again assessee filed a revised return in 2017 on new PAN as Local authority and claimed exemption u/s 10(46) of the Act. The computation as revised by the assessee is as hereunder-

NAME: SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
PAN NO.: AAALS4955G
DOI: 1-Oct-2008
STATUS: LOCAL AUTHORITY
FINANCIAL YEAR: 2014-15
ASSESSMENT YEAR: 2015-16

COMPUTATION OF TOTAL INCOME

	Amount	Amount	Amount
Income From Other Sources			
Income			
Interest Income	136,599,652		
Rental Income	318,056,788		
Other Income (Gate Pass, Fine & Penalty, Sale of Garbage etc)	90,655,241	545,306,281	
Expenses	179,537,439		
Expenses / Deductions	2,139,427	181,676,866	363,631,415
Depreciation			
			363,631,415
Income From Other Sources			363,631,415
Less: Amount eligible for exemption U/s 10(46)			NIL
Gross Total Income			NIL
Less: Deduction under chapter VIA			NIL
Total Income			NIL

COMPUTATION OF TAX ON TOTAL INCOME

Tax payable on Total Income			NIL
Less: Taxes Paid			
Tax Deducted at source	11,957,220		
Self Assessment Tax paid	71,249,490	83,106,710	
Refundable			83,106,710

Alpa 77

The assessee in the revised computation had asked for refund of Rs 83106710 as against the refund of Rs 1706630. However, in assessment order, there was no mention of revised return filed at the time of assessment. Even if it was, the new PAN had no existence in 2015. The date of filing revised return had also expired and the return was not e-filed within time allowed. The assessee had also filed the computation along-with the ITR claiming the exemption u/s 10(46) of the Act. However, the assessee did not have any such exemption notification u/s 10(46) of the Act for the year under consideration. The exemption u/s 10(46) of the Act is not automatic but has to be notified by the CBDT on certain conditions. The assessee had got itself notified by CBDT since A.Y 16-17 onwards only .

5.5.1 The assessee had failed to submit the exemption notification for the A.Y 15-16 till date and so the exemption as claimed by the assessee u/s 10(46) of the Act could not be allowed at the time of assessment proceedings. The same cannot be allowed at this stage also in want of notification of exemption u/s 10(46) of the Act. The assessee had only provided written submission that it had applied for the exemption u/s 10(46) of the Act since incorporation but no such certificate was produced during the appeal proceedings. So, it is not possible to allow any exemption u/s 10(46) of the Act for AY 15-16.

5.5.2 The assessing officer is directed to tax the book profits of the assessee for MAT calculation.

5.6 The Grounds 4,5 & 6 as raised by the assessee are dismissed.

6.0 For statistical purposes the appeal is dismissed and accordingly treated as disposed off.

Commissioner of Income-tax (Appeals)
Income Tax Department



GOVERNMENT OF INDIA
MINISTRY OF FINANCE
INCOME TAX DEPARTMENT

1.	PAN	AAAGS0028P
2.	Name of the assessee	SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
3.	Address of the assessee	2ND FLOOR SEEPZ SERVICE CENTRE, MIDC CENTRAL ROAD ANDHERI EAST , MUMBAI 400096, Maharashtra , India
4.	Assessment Year	2015-16
5.	Status	Government
6.	Amount of Penalty	Rs. 20703336
7.	Date of Order	29/09/2022
8.	DIN	ITBA/PNL/F/271(1)(c)/2022-23/1046117504(1)

Order under section 271(1)(c) of the Income Tax Act, 1961

In this case the assessee filed its return of income on 29-09-2015 declaring total income at Rs 12,42,74,452/-. The Assessee is a local authority engaged in SEZ jurisdiction. The assessment u/s. 143(3) was completed on 29/12/2017 at Rs. 12,42,74,452/-. Thereafter, the order was examined by PCIT and subsequently, the PCIT vide order 04/03/2021 had set aside the order of AO de novo for fresh adjudication.

2. During the assessment proceedings, various notices/Show Cause Notice were issued and the assessee was asked to furnish the details regarding etc. In response to this, the assessee furnished its submissions. During the assessment proceedings for the year under consideration, it was noticed that the assessee had shown income at Rs 3636.31 lakhs in the audited profit and loss account filed online. The assessee had shown income of Rs. 36,36,31,414 /-(before claiming deduction of Rs. 23,93,56,961 /- under chapter IV-A) in the ITR filed. Further, the assessee had not disallowed any prior period expenses in the ITR or computation of income. In fact the assessee had only claimed deduction under chapter VI- A against the income "balance being excess of income over expenditure" shown in the profit of loss account filed online.

Note: If digitally signed, the date of digital signature may be taken as date of document.

ROOM NO:608,6th Floor, Cumballa Hill MTNL TE Building, Pedder Road, Dr Gopalrao Deshmukh Marg, Cumballa Hill, MUMBAI, Maharashtra, 400026

Email: MUMBAI.DCIT.EXMP2@INCOMETAX.GOV.IN, Office Phone:02223525749

Note:- The website address of the e-filing portal has been changed from www.incometaxindiaefiling.gov.in to www.incometax.gov.in.

* DIN- Document identification No.

The assessee was asked to explain in this regard. The assessee claimed in the reply dated 28/2/21 that it had disallowed prior period expenses of Rs. 6,09,10,077/-. Therefore prior period expenses debited in the profit and loss account at Rs. 6,09,10,077/- were treated as undisclosed income and added to the total income of the assessee. Subsequently, assessment u/s. 144 r.w.s 263 read with section 144B of the I.T. Act was completed on 25.03.2022 assessing total income of the assessee at Rs. **18,51,84,529/-**. Further, penalty proceedings u/s 271(1)(c) of the Act was also initiated.

3. Accordingly, a show cause notice u/s. 274 read with section 271(1)(c) of the Act dated 24.03.2022 was issued for furnishing inaccurate particulars of income with date of compliance having been fixed on 21.04.2022, wherein the assessee was required to show cause why order imposing penalty under section 271(1)(c) of the Act should not be passed. No reply was furnished in response to the said notice. Thereafter, the assessee was provided further opportunity vide notice dated 08.08.2022 and compliance date was fixed on 23.08.2022. In response to this, the assessee vide its reply dated 24.08.2022, submitted as follows:-

"We would like to submit that the notice issued is vague and invalid as there is no concealment of particulars of income on our part neither any inaccurate particulars are furnished. As you are aware, the assessment was finalised under section 144 r.w.s 263 by making Addition of Rs. 6,09,10,077/-. It is respectfully submitted that these additions have been further challenged and appeal are in process before Hon'ble Commissioner of Income Tax (Appeals). Merely because at this stage, the additions have been made, it cannot lead to the conclusion about concealment of particulars of income or inaccuracy in furnishing the particulars of income as all the facts and information were duly furnished with your good self. No information or particulars were withheld from the knowledge of the A.O. It is well settled that penalty proceedings are quite independent and separate from assessment proceedings. While the additions made are challenged in further appeal, We submit that there is absolutely no malafides in making various claims which are not upheld at various level during assessment. It is held by the Apex Court in the case of Reliance Petro Products Pvt Ltd 322 ITR 158 (SC) that merely because a claim is found by the AO to be not tenable, it does not amount to furnishing of inaccurate

particulars of income. You are requested to kindly consider the above submissions and drop the penalty proceedings initiated by your good self. Alternatively, the penalty proceedings be kept in abeyance till the disposal of appeal with CIT(A). We shall be glad to furnish any further information, explanation or elucidation in above regard on intimation in the best interest of justice."

Here it can be seen that the assessee has submitted that it has filed the appeal before CIT(A) against the order passed u/s 144 r.w.s. 263 but no appeal has been filed by the assessee till date and nor did the assessee furnish any proof of filing the said appeal. Further the assessee has submitted that it had furnished all the information to the Ld. AO and there was no mala-fide intention on its part to conceal or furnish inaccurate particulars of income. In this regard the assessee has mentioned the judgement of the Hon'ble Apex Court in the case of Reliance Petro Products Pvt Ltd 322 ITR 158 (SC) to support its argument. In this regard it shall be noted that the assessee in its reply mentioned that it has disallowed the prior period expenses but the same has not been done. Further the assessee has not furnished any documentary evidence to prove the said disallowance. Thus mere statements and case laws without furnishing any documentary evidence is not sufficient to prove the plea taken by the assessee as the burden of proof lies with the assessee. Thus the assessee is liable to be penalised for furnishing inaccurate particulars of income u/s 271(1)(c).

5. In this regard the provisions of section 271(1)(c) of the Act are reproduced as hereunder.

"271. (1) If the Assessing Officer or the Commissioner (Appeals) or the Principal Commissioner or Commissioner in the course of any proceedings under this Act, is satisfied that any person—

.....

(c) has concealed the particulars of his income or furnished inaccurate particulars of such income, or

he may direct that such person shall pay by way of penalty,—

.....

(iii) in the cases referred to in clause (c) or clause (d), in addition to tax, if any, payable by him, a sum which shall not be less than, but which shall not exceed three times, the amount of tax sought to be evaded by reason of the concealment of particulars of his income or fringe benefits or the furnishing of inaccurate particulars of such income or fringe benefits.

.....

Explanation 1.—Where in respect of any facts material to the computation of the total income of any person under this Act,—

(A) such person fails to offer an explanation or offers an explanation which is found by the Assessing Officer or the Commissioner (Appeals) or the [Principal Commissioner or] Commissioner to be false, or

(B) such person offers an explanation which he is not able to substantiate and fails to prove that such explanation is bona fide and that all the facts relating to the same and material to the computation of his total income have been disclosed by him,

then, the amount added or disallowed in computing the total income of such person as a result thereof shall, for the purposes of clause (c) of this sub-section, be deemed to represent the income in respect of which particulars have been concealed.”

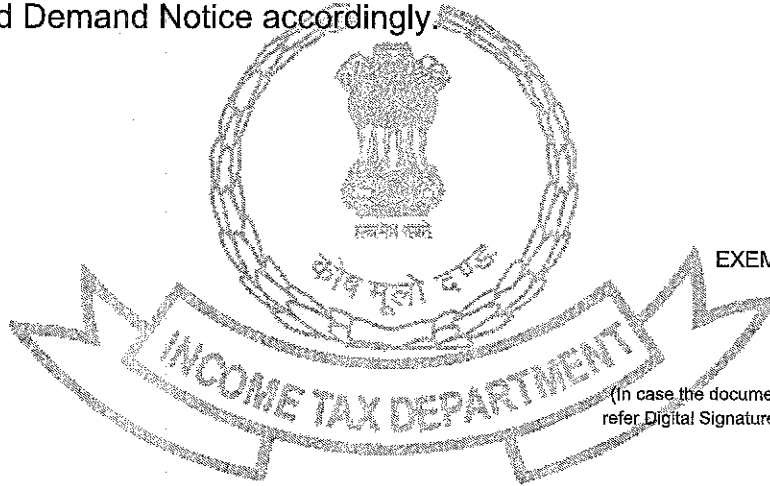
6. In the present case, based on the above facts and circumstances of the case as discussed above, I am satisfied that the assessee has furnished inaccurate particulars of its income for the year under consideration to the extent of Rs. **6,09,10,077/-** within the meaning of section 271(1)(c) read with Explanation 1 there to, of the Act. Therefore, it is a fit case for levy of penalty u/s 271(1)(c) of the Act for furnishing inaccurate particulars of income. I, therefore, impose a penalty of Rs. **2,07,03,340/-** u/s 271(1)(c) of the Act, which is minimum penalty imposable under the Act and is worked out as under:-

Tax on Assessed income (Including cess)	Rs. 6,29,44,222/-
Tax on Returned Income	Rs. 4,22,40,886/-

Total Tax sought to be evaded (difference of the above)	Rs. 2,07,03,336/-
Minimum Penalty @ 100% of tax is sought to be evaded	Rs. 2,07,03,336/-
Maximum Penalty @ 300% of tax is sought to be evaded	Rs. 6,21,10,008/-
Penalty Imposed	Rs. 2,07,03,336/-
Rounded off	Rs. 2,07,03,340/-

7. The order is passed with prior approval of the Addl. CIT(E), Range-(2), Exemptions, Mumbai.

Issued Demand Notice accordingly.



MAYANK MISHRA
EXEM. CIRCLE 2, MUMBAI

(In case the document is digitally signed please refer Digital Signature at the bottom of the page)

This document is digitally signed

Signer: MAYANK MISHRA
Date: Friday, September 30, 2022 11:44 AM
Location: DIRECTORATE, India



GOVERNMENT OF INDIA
MINISTRY OF FINANCE
INCOME TAX DEPARTMENT
National Faceless Assessment Centre
Delhi



1.	PAN	AAAGS0028P
2.	Name of the assessee	SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
3.	Address of the assessee	2ND FLOOR SEEPZ SERVICE CENTRE, MIDC CENTRAL ROAD ANDHERI EAST, MUMBAI 400096, Maharashtra, India
4.	Assessment Year	2015-16
5.	Status	GOVERNMENT
6.	Residential Status	Resident
7.	Date of service of Notice under section 143(2) of the Income-tax Act	As per Order Sheet
8.	Date(s) of issue of Notice(s) under section 142(1) of the Income-tax Act	10/12/2021, 23/12/2021
9.	Order passed under section	144 r.w.s 263 read with section 144B of the Income-tax Act
10.	Date of Order	24/03/2022
11.	DIN	ITBA/AST/S/144/2021-22/1041531649(1)

ASSESSMENT ORDER

In this case the assessee has filed return of income on 29-09-2015 declaring total income at Rs 12,42,74,452/-. The Assessee is a local authority engaged in SEZ jurisdiction. The assessment u/s 143(3) was completed on 29/12/2017 at Rs 12,42,74,452/-.

There after the order was examined by PCIT and the PCIT thereafter vide order 04/03/2021 had set aside the order of AO de nonvo for fresh adjudication.

IN this case it is seen that the assessee has shown income at Rs 3636.31 lakhs in the

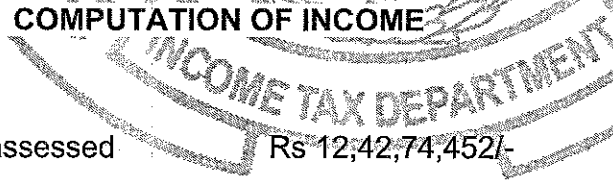
audited profit and loss account filed online . The assessee has shown income of Rs.36,36,31,414 /-(before claiming deduction of Rs.23,93,56,961 /- under chapter IV-A) in the ITR filed . Thus it is clear that the assessee has not disallowed any prior period expenses in the ITR or computation of income . In fact the assessee has only claimed deduction under chapter VI- A against the income “ balance being excess of income over expenditure” shown in the profit of loss account filed online .

The assessee has claimed in the reply dated 28/2/21 that he has disallowed prior period expenses of Rs 6,09,10,077/- . However the same has not been done .

Thus the contention of the assessee it is found that the assessee has nothing to explain in this regard .

There fore prior period expenses debited in the profit an loss account at Rs 6,09,10,077/- is added to the total income of the assessee.

Penalty proceedings u/s 271(1)(c) is also initiated .



Income assessed	Rs 12,42,74,452/-
add as above	Rs 6,09,10,077/-

Income assessed	Rs 18,51,84,529/-

charge Interest u/s. 234A/234B/234C/234D, is any, are being charged as per separate sheet annexed. Computation of tax is enclosed herewith in separate annexure. Demand notice u/s 156 of the IT Act, 1961 is issued accordingly. Penalty proceedings u/s. 271(1)(c) of IT Act are hereby separately initiated This order is being passed u/s 143(3) read with section 263 and read with S.144B of the IT Act.

Yours faithfully,
Additional / Joint / Deputy / Assistant Commissioner of Income Tax/
Income-tax Officer,
National Faceless Assessment Centre,
Delhi

Copy to:

Assessee

Yours faithfully,
Additional / Joint / Deputy / Assistant Commissioner of Income Tax/
Income-tax Officer,
National Faceless Assessment Centre,
Delhi



Signature Not Verified
Digitally signed by Vishesh
Prakash
Date: 2022.03.25 17:33:36 IST