

No. _____

Date : _____

To,
M/s. _____

Sub.: Offer-cum-Allotment Letter for Plot of Land in Dahej SEZ

Ref.: 1. Provisional Offer Letter No. _____ dated _____
2. LoA No. _____ dated _____ issued by D.C., Dahej SEZ

Dear Sir,

With reference to the above, Dahej SEZ Limited (DSL) is pleased to issue Offer-cum-Allotment Letter for Plot of Land in processing area of Dahej Special Economic Zone as per details given hereunder:

A Plot No. : Z/ _____

B Area : _____ Sq. Mtrs. (Tentative)

C Rate : Rs. _____ per Sq. Mtr.

D Allotment Price : Rs. _____/-

E Contribution towards Gujarat PCPIR Welfare Society : Rs. _____/- @ Rs. _____/- per Sq. Mtr.

F Total (D + E) : **Rs. _____/-**

1. **Offer amount:**

- (a) The offer price for plot area of _____ sq. mtrs. @ Rs. _____/- per sq.mt. works out to Rs. _____/- at 100% of the total price of the plot. M/s. _____. is required to make payment of Rs. _____/- after adjusting deposit of Rs. _____/- paid by M/s. _____.
- (b) M/s. _____Ltd. is also required to make payment of contribution towards Gujarat PCPIR Welfare Society @ Rs. _____/- per sq.mt. which works out to Rs. _____/-.
- (c) M/s. _____.. will be required to make payment of offer amount as above within 30 days from the date, failing which interest at rate of 13% per annum will be charged per day till the time dues are paid.
- (d) M/s. _____. will be required to make payment towards boundary wall constructed by DSL. The amount will be indicated separately.
- (e) M/s. _____. may make payment by DD / Cheque in favor of Dahej SEZ Ltd. payable at Gandhinagar.

Procedure of obtaining possession:

2. On receipt of this letter, you will be required to pay the Offer Amount as mentioned above. While sending the Offer Amount, please send the "Acceptance-cum-Undertaking of Offer Letter" which is enclosed.
3. Please note, if the Offer Amount is not received by DSL within a period of 60 days from the payment date mentioned in point no. 1 above, the offer will stand automatically cancelled, Cancellation policy of DSL will be applicable and you will not be entitled to get land at the Offered Price and will also lose priority. Your application shall be automatically treated as closed.
- 4(A). You will be required to execute "Agreement" in triplicate, as per the enclosed format, each on Rs. 100/- Stamp Paper as per DSL policy. It is not necessary for you to execute this Agreement in our presence but you can execute it and send it by post. You will be issued Possession Advice on execution of Agreement.
- 4(B) The unit has to obtain the physical possession of the plot within 3 (Three) months from the date of Possession Advice issued by DSL, failing which,
- (a) Penalty of Rs. 100/- per day will be imposed on the unit for the late possession taken.
- (b) If the plot area increases during the joint survey, unit has to pay prevailing price of the plot for the incremental area.

(c) If the unit fails to take physical possession of the plot due to any site constraint (water logging, encroachment issue, any obstacles due to local people etc) then such unit has to apply to DSL for extension of the same.

5. The plot is offered in processing area of Part - _____ of Dahej SEZ where you will set up an Industrial Unit for manufacturing of _____ as per LoA No. _____ dated _____.. The sketch showing location of Plot No. _____ is enclosed. The area of the plot is tentative and subject to survey and measurement. You will be required to pay the difference of Land Price as may be required.
6. According to the policy of DSL, you are required to get the Building Plans approved within a period of 3 months from Dahej SEZ Development Committee. You shall commence the production within 3 years from the date of allotment and shall intimate the date of production, failing which DSL is entitled to take back the possession of the plot unless extension is granted in writing. Penalty of 3% will be applicable to you for Non-Utilization of Plot of Land as per DSL Policy
7. Please note that DSL has considered pipeline cost of Water Supply Capacity of 33,000 litres per day per hect. and Effluent Disposal Pipeline (EDP) facility of 30,000 litres per day per hect. under the Allotment Price charged to you. Any higher requirement over and above this entitlement is to your account.

Area Sq. Mtr.	Entitlement		Your Requirement	
	Water	EDP	Water	EDP
1	2		3	
(Tentative)	MLD	MLD	MLD	MLD

Your water requirement is higher than entitled capacity; in this case unit has to make its own arrangement.

Excess quantity of water requirement will be considered on availability with DSL and on payment of extra charges which will be decided. You will undertake to pay the extra charge for the excess quantity of water as fixed by DSL. The decision of DSL shall be binding and that Company shall not raise any dispute legally or otherwise for additional charges.

You will be required to execute a separate Agreement for Water Connection with DSL/ GIDC, Bharuch.

8. If not submitted, you shall have to produce the Project Report and Certificate indicating authorized, subscribed & paid-up capital of the Company, name of Directors/ Shareholders and their holding in the Company.

9. Before acceptance of this Offer-cum-Allotment Letter, you may inspect the plot and shall execute undertaking in the enclosed Performa to that effect.

10. **Special Conditions:**

- (a) Dahej SEZ Ltd. has allotted the Plot No. _____ to M/s. _____ on production of Letter of Approval No. _____ dated _____ issued by the Office of the Development Commissioner, Dahej Special Economic Zone, Government of India, Ministry of Commerce & Industry, 605-607, 6th Floor, 3rd Eye Vision, Opp. Shivalik Plaza, IIM-AMA Road, Nr. Panjrapol Cross Road, Ahmedabad - 380015, Gujarat, India.
- (b) You shall strictly adhere to all the Terms and Conditions stipulated in the aforesaid Letter of Permission and submit copies of Compliance Report. You will also have to follow all provisions under the SEZ Act, 2005, SEZ Rules, 2006 and Gujarat SEZ Act, 2004.
- (c) The detailed Terms and Conditions for Allotment of Land in Dahej SEZ along with the Application Form and Undertaking, signed by you shall form a part of the Allotment Letter.
- (d) You will obtain all Environmental Clearances (EC) concerning the project at your cost. You will be permitted to start construction of your building only on submission of Certified Copy of the Environmental Clearance(s) from MoEF/ Competent Authority and Copy of Consent to Establish (NOC) from Gujarat Pollution Control Board. You will adhere to all the Terms and Conditions stipulated in the said Environmental Clearance(s).
- (e) You are required to set up all pollution mitigation machinery, including necessary treatment to gaseous, liquid or solid waste, as stipulated on the environment clearance.
- (f) You will be required to develop and install the rain water harvesting system.
- (g) In case of failure to adhere to the Terms and Conditions of the Environment Clearance(s) and consequent direction by Central Pollution Control Board or Gujarat Pollution Control Board or any other Enforcement Agency, DSL shall be competent to withhold Water and/or Power Supply, refuse to accept the Effluents in the Collection and Disposal System and also stop all services provided in SEZ.
- (h) DSL does not propose to operate any Common Effluent Treatment Plant. Treatment of effluents will primarily be the

responsibility of the allottee.

- (i) DSL does not propose to operate any Solid Waste Disposal Site. You shall have to make your own arrangement for treatment and disposal of the solid waste at your own expense. For the purpose, you have the option to take the benefit of the Solid Waste Disposal Site developed at Ankleshwar, GIDC Estate.
- (j) You will endeavour to recycle the Liquid Effluents to the extent possible to minimise the use of water. You will also make efforts to apply non-conventional sources of energy. You will endeavour for construction of green buildings. You will ensure maximum tree plantation.
- (k) As a developer of the SEZ, DSL is required to submit various returns/ information to the Development Commissioner, Government of India, Ministry of Commerce & Industry, 605-607, 6th Floor, 3rd Eye Vision, Opp. Shivalik Plaza, IIM-AMA Road, Nr. Panjrapol Cross Road, Ahmedabad - 380015, Gujarat, India. You will ensure submission of periodic information about your unit as may be required. The details would be communicated to you separately.
- (l) On taking possession of the Plot of Land, please ensure to carry out joint survey & measurement of demarcated plot by DSL. You shall also go ahead with securing various clearances for your project, including Environment Clearances, prepare building plans, obtain approval from the Dahej SEZ Development Committee of the building plans in conformity with the General Development Control Regulations for SEZ published by Government of Gujarat, start construction of your factory buildings etc. DSL has put in place internal infrastructure in the SEZ. DSL will not entertain any dispute about infrastructure in SEZ.
- (m) You will be required to pay the Installation and Service Charges as well as the Repairs and Maintenance of the infrastructure created in SEZ, salary/ remuneration paid to the Development Commissioner for deployment of staff in the SEZ, expenditure incurred for maintenance of Security Personnel, office expenditure of Dahej SEZ Limited, expenditure of DSL employees etc. and all other expenses incurred by DSL for management, maintenance & operation of SEZ, as may be fixed by the Dahej SEZ Development Committee. Bills for service charges depending on the area of the plot allotted to you will be issued on quarterly or annual basis which shall be paid within 30 days, failing which DSL will recover interest @ 13% per annum on the amount under default.
- (n) You will be required to pay Non-Agricultural Assessment and

such other revenue charges as may be levied by the Government of Gujarat/ GIDC. Similarly, at a later date, you will pay the Notified Area Tax as may be fixed by DSL, SEZ being a deemed Notified Area, under the Gujarat SEZ Act, 2004.

- (o) DSL will execute in your favour Lease Deed for an initial tenure of Thirty Years on 100% payment of Land Price and Additional Cost of infrastructure, if any. On expiry of the 30 years' tenure, the Lease Deed shall be extended for a further period of 30 years. Meanwhile, you are required to pay Lease Rent @ Rs. 1/- per Sq. Mtr. per annum for the first 5 years and as modified from time to time thereafter. Lease Rent shall be payable every quarter along with Service Charges.
- (p) As regards supply of water, the allottee shall abide by the conditions of Gujarat Industrial Development Corporation (Supply of Water to the Industrial Estate) Regulation, 1991 and its amendments from time to time.

On failure to pay the minimum charges, the purchaser shall be liable to the actions, including Termination of Agreement and subsequent steps. Water Supply Rules framed by GIDC will apply mutatis mutandis.

- (q) For obtaining drainage connection in the Effluent Disposal Pipeline, the allottee shall treat the effluent to the standards of NOC/ Consent of the Gujarat Pollution Control Board and the Rules and Regulations covered under the Water Prevention and Control of Pollution Act, 1974 and the Air Prevention and Control Pollution Act, 1981 and E. P. Act 1986, with all latest amendments and any other laws that may be in force from time to time. Failure on this part to comply with such provisions shall entitle DSL to disconnect the drainage connection to the allottee. DSL would also take any such action as required or as directed by Development Commissioner, Dahej SEZ under any statute or as directed by any Statutory and/or Competent Authority. The allottee shall have to take Drainage Connection when intimated by DSL and shall have to pay all the necessary charges towards capital amount recovery and shall have to pay regular drainage cess as fixed by the Company from time to time. While taking drainage connection, the allottee shall have to comply with all regulations contained in Drainage Regulations 1990 of GIDC.
- (r) In case of power supply, the allottee may approach to Torrent Power Ltd. (TPL) and follow procedure as under:
 - (i) the allottee has to complete formalities of signing Agreement, payments of Security Deposit and complete wiring of Electrical Installation as per I. E. Rules and submit the Test Report for wiring from Licensed

Electrical Contractor before release of Power Connection;

- (ii) the allottee is liable to pay the charges for the power supply to the Co-developer as per applicable rules and regulations;
 - (iii) the supply of voltage and source of power supply shall be decided by the Co-developer;
 - (iv) the allottee has to pay for Cost of Augmentation of sub-station on its pro-rata demand basis and at the rate and policy prevalent in the Company/ Co-Developer; the allottee will not hold DSL responsible for delay in availability of power.
- (s) The allottee shall engage local persons to the maximum extent possible. A "Local Person" means a person domiciled in Gujarat State for a minimum period of 15 years. So far as menial workers, such as watchman, labour, sweepers, drivers, etc. are concerned, preference should be given to land-losers (including their family members) or local villagers.
- (t) It is in the interest of the allottee to acquaint himself about various provisions of Acts, Rules etc. Some of the important Acts/ Rules are stated below:

Sr. No.	Particulars	Website
1.	SEZ Act, 2005 & SEZ Rules, 2006	sezindia.nic.in
2.	Gujarat SEZ Act, 2004 & GDCR for SEZ's.	ic.gujarat.gov.in
3.	GIDC Water Supply Rules and GIDC Drainage Rules	gidc.gov.in.

- (u) In the unlikely event of any dispute, the Competent Court for jurisdiction purpose will be the designated court for SEZ's in Gujarat when notified. Meanwhile, the jurisdiction shall be the Competent Court at Gandhinagar or Ahmedabad in Gujarat. Once again we welcome you to Dahej SEZ and request you to send us the forms of agreement duly executed along with Offer Acceptance/ Undertaking at your end at the earliest but not later than 30 days in order to enable us to hand over the possession of the plot to you.

Thanking you,

Yours faithfully,

Encl.:

1. Sketch showing location of land
2. Acceptance Letter (Specimen Copy)
3. Draft Agreement (Specimen Copy)

Copy to:

1. Development Commissioner, Dahej SEZ, Ahmedabad
2. The Executive Engineer, GIDC, Bharuch
3. Manager (Infrastructure), DSL, Dahej, Bharuch