

HOME DEPARTMENT (PORTS & TRANSPORT)
MAHARASHTRA MARITIME BOARD
 Indian Mercantile Chambers, 3rd Floor,
 14 Ramji Baba Karamji Marg, Ballard Estate, Mumbai - 400 001
 Tel.: 022-22658375, Fax : 022-22614331

गृह विभाग (पोर्ट्स व परिवहन)
महाराष्ट्र मेरीटाईम बोर्ड
 इंडियन मेरकण्टाइल चेंबर, ३रा मंजल, १४ रामजीबाबा करामजी मार्ग,
 बलार्ड एस्टेट, मुंबई - ४०० ००१
 दूरध्वनी क्र.: ०२२-२२६५८३७५, फॅक्स क्र.: ०२२-२२६१४३३१

Website : <https://mahammb.maharashtra.gov.in> Email : ceommb@gmail.com

No. MMB/Planning-2/Adani/ Captive jetty/6-2018/ 3242

Date: 23 JUL 2018

To,
 Mr. Arvind Pathak,
 Chief Executive Officer,
 M/s Adani Cementation Ltd.
 Adani House, 56, Shrimali Society,
 Navrangpura, Ahmedabad- 380 009.
 Tel: 079-2555 6900, Email: info@adani.com

LETTER OF INTENT

Sub: Development of captive jetty in Dharamtar creek near village Shahabaj,
 Tal. Alibag, Dist. Raigad - Allotment of waterfront and intertidal land

Ref: Your letter no.Nil, dtd. 02.12.2017 and further submissions from time to time

Sir,

This has reference to your letter dtd. 02.12.2017 enclosing therewith a Techno Economic Feasibility Study (TEFS) Report and Demand Draft for a sum of Rs. 5.00 lakhs towards non-refundable processing fees and further submissions from time to time, regarding your proposal for grant of waterfront and intertidal zone (ITZ) land in Dharamtar creek near village Shahabaj (Tal. Alibag, Dist. Raigad), for development of captive jetty for handling raw material meant for the proposed cement blending plant at village Shahabaj.

2. Your aforesaid proposal has been approved in the 73rd Board meeting of MMB held on 23.4.2018 and it has been resolved to issue "Letter of Intent" stipulating certain terms and conditions therein, to your company, valid for a period of 24 months.

3. Pursuant to the Board approval, the undersigned is pleased to issue this Letter of Intent (LoI) to your company, for allotment of 620 mtrs. of waterfront along with intertidal land, for the development of captive jetty project at village Shahabaj (Tal. Alibag, Dist. Raigad) for handling raw material meant for the proposed cement blending plant at village Shahabaj, subject to approval of the Government to the amendments in Port Policy-2016 and your complying with below mentioned terms and conditions:-




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- (i) You shall sign and return the duplicate copy of this "Letter of Intent" in acknowledgement thereof, **within seven (7) days** from the date of receipt.
- (ii) This Letter of Intent (LoI) would be valid for a period of 24 months from the date of issue, unless extended in writing by MMB, as stated hereinafter.
- (iii) You shall pay a sum of Rs. 30.00 lakhs (Thirty lakhs only) towards one time-non refundable deposit **within a period of 60 days** from the date of receipt of the Letter of Intent.
- (iv) You shall submit a Bank Guarantee of a nationalized/ scheduled Bank for a sum of Rs. 5,00,00,000/-(Rs. Five crore only) in favour of Maharashtra Maritime Board **within a period of 60 days** from the date of receipt of this LoI. The Bank guarantee shall be submitted in the format enclosed at "Annexure-A" and valid for 36 months from the date of issue.
- (v) You shall submit a Detailed Project Report (DPR), after carrying out necessary studies and technical investigations **within a period of six (6) months** from the date of receipt of this LoI. MMB shall permit your company to undertake soil testing, surveys and other necessary studies etc. for preparing DPR. DPR shall be based on the parameters mentioned in the "Annexure-B". In addition to this, MMB shall have right to call for further clarifications and further documents to satisfy itself with what is stated in the DPR.
- (vi) You shall obtain and submit CRZ clearance, environmental clearance and other statutory permissions / clearances required for the proposed development of captive jetty **within a period of twenty four (24) months** from the date of issue of the LoI. The timelines for compliance of various milestones in obtaining CRZ/ Environmental clearance shall be as follows:

Sr.No.	Milestone	Timeline for achievement
1.	Application to MoEF&CC/ MCZMA for ToR	Within 1 month from LoI
2.	Obtain ToR	Within 6 months from LoI
3.	Conduct EIA Study	Within 6 months after obtaining ToR
4.	Conduct Public Hearing	Within 3 months after completing EIA study
5.	Application to MCZMA	Within 1 month of conducting public hearing
6.	Obtain CRZ recommendations from MCZMA/ Clearance from	Within 3 months from submission of application of

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Sr.No.	Milestone	Timeline for achievement
	State Level Expert Appraisal Committee (SLEAC)	MCZMA/ SLEAC
7.	Application to MoEF for EC & CRZ clearance, if required	Within 3 months from submission of application of MCZMA/ SLEAC
8.	Obtain CRZ & Environmental Clearance	within 3 months of submission of application to MoEF&CC
9.	Obtain "Consent to Establish" from MPCB	Within 1 month of obtaining CRZ / EC clearance
10.	Submit Financial Closure	Within 2 months of obtaining CRZ / EC clearance

Also, Bar chart showing the milestones for compliance of conditions of the LoI is attached herewith as "**Annexure-C**".

(vii) You shall achieve Financial closure to the satisfaction of MMB **within a period of twenty four (24) months** from the date of issue of the LoI.

7. The compliance of the conditions set out in clause 6(i) to 6(vii) are mandatory and to the satisfaction of MMB and if you are not able to comply with any of the aforesaid conditions within the aforesaid period of 24 months, then MMB shall have right to terminate the LoI or may in its sole discretion on receipt of written request for extension from you, extend the aforesaid period of 24 months by such further period, which in any event, will not exceed 12 months. The grant of any extension shall be at the sole discretion of MMB and nothing contained herein should be construed as granting you any right to seek extension.

8. In the event any extension is granted, MMB shall encash 20% of the Bank Guarantee amount. In such a scenario, you will have to submit a fresh bank guarantee for the entire amount of Rs. 5,00,00,000/- (Rs. Five crore only) within a period of seven (7) days from the deduction of 20% amount of bank guarantee, failing which, MMB shall have right to terminate this LoI and/or encash balance amount of Bank Guarantee.

9. In the event of failure on your part to comply with the conditions set out in clauses 6(i) to 6(vii) within the period of 24 months or within the extended period that may be so granted by MMB, the present Letter of Intent shall stand cancelled without any notice and Bank Guarantee will be encashed by MMB. Under no circumstance can the Letter of Intent be extended beyond total period of 36 months.



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10. You shall submit to MMB within a period of 24 months or the extended period of Letter of Intent (if any) documents evidencing compliance of the conditions set out in clause 6(i) to 6(vii) to the satisfaction of MMB. On receipt of all documents and upon satisfaction by MMB, MMB shall execute a Lease Deed with you for leasing out appropriate waterfront and ITZ area.

11. Please note that the actual waterfront and ITZ area, to be leased to you for the captive passenger jetty project, will be determined based on the DPR and you shall be required to pay the amount of valuation of the ITZ land in accordance with the Port Policy-2016, prior to signing of the Lease Deed.

12. Please be advised that this letter of Intent should not be construed as permission to begin operation of or carrying out any nature of construction in the designated area.

13. This document merely denotes the intention on the part of MMB to explore the possibility of entering into Lease Deed in future, subject to your complying with the terms and conditions as stipulated herein, to the satisfaction of MMB. This document does not create and shall not be deemed to and/or does not constitute or create any right in your favour to require MMB to necessarily execute a Lease Deed in your favour.

14. If the foregoing terms and conditions are acceptable to you, please so indicate by initialling each page and signing the enclosed copy of this Letter and returning it to the attention of the undersigned.

Yours Sincerely,

Encl: As above


(Vikram Kumar, IAS)
Chief Executive Officer,
Maharashtra Maritime Board, Mumbai.

Copy to:

- 1) Regional Port Officer, Mora Group of Ports, MMB for information.
- 2) Port Inspector, Dharamtar Port, MMB for information.

Accepted & Agreed, I, authorised signatory of M/s. Adani Cementation Ltd. agree with the intentions of the above Letter of Intent and I understand that this Letter of Intent is not a binding Agreement.

By : _____

Title : _____


SANTAY PRAKASH 

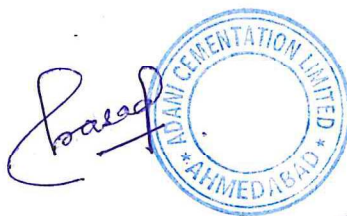
GUARANTEE BOND

1. Whereas(hereinafter called “.....”) have applied to Maharashtra Maritime Board (hereinafter called “MMB”) for grant of lease of 6200 mtrs. of waterfront at village Shajabaj, Tal. Alibag, Dist. Raigad for development of captive jetty project.
2. Whereas the above proposal of M/s has been approved in the 73rd Board Meeting of MMB held on 23.4.2018 and it has been resolved to issue a Letter of Intent (LoI) initially.
3. Whereas in pursuance of the Board’s decision, MMB vide its letter no., dtd. has issued a Letter of Intent (LOI) to M/s.....
4. Whereas M/sis required to furnish a Development Guarantee in favour of MMB in the form of a Bank Guarantee (BG) drawn on any schedule bank for an amount equal to of Rs. 5,00,00,000/-(Rs. Five crore only). In accordance of the above, We,(hereinafter referred to as “Bank”) at the request of M/s....., are issuing this Bank Guarantee of Rs. 5,00,00,000/-(Rs. Five crore only) for due obligation of terms and conditions mentioned in the aforesaid LoI dtd.
5. We, the Bank, do hereby unconditionally and irrevocably guarantee to MMB. The payment of any sum or sums up to of Rs. 5,00,00,000/-(Rs. Five crore only) on MMB’s mere demand without any demur and without recourse to M/s. Adani Cementation Ltd. (“ACL”) and without reference to any other source, stating that the sum or sums claimed is/are due to MMB on account of violation or non fulfilment of any obligation/s undertaken by ACL as stated in LoI dated _____ or extended by MMB. Any such demand made by MMB on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between MMB and ACL or any disputes or disputes raised/ pending before any court, Tribunal, Arbitration or any authority. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs. 5,00,00,000/-(Rs. Five crore only).



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6. The Bank shall on simple demand from MMB be bound to pay, without demur to MMB the amount due under this BG and the amount stated by MMB to be so due which shall be final and binding on Bank.
7. Notwithstanding anything to the contrary, MMB's decision as to whether ACL has made any default under the LoI dated ____ or extended LoI and the amount to which MMB is entitled by the reason thereof will be final and binding on Bank.
8. The payment so made by us under this guarantee bond shall be valid discharge of our liability for the payment there under and M/sshall have no claim against us for making such payment.
9. We, the Bank, further agree that the guarantee herein shall remain in full force and effect for a period of 3 years from the date of issuing this guarantee. Should it be necessary to extend the BG for further period, we the guarantor undertake to extend the validity period of this BG for anytime or time to time in the opinion of MMB it becomes necessary for such period as requested by MMB with a copy to ACL.
10. We, the Bank, further agree with MMB that MMB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the aforesaid Letter of Intent or to extend time of performance by M/s..... from time to time or to postpone for any time or from time to time any of the powers exercisable by the MMB against M/s..... and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent and we shall not be relieved from our liability by reason of any such variation, being granted to M/s or for any forbearance, act or omission on the part of the MMB or any indulgence by the MMB to M/s..... or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
11. This guarantee will not be discharged due to the change in the constitution of the Bank or M/s
12. We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the prior consent of the MMB in writing.



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Contents of DPR

1. Project Description (Introduction to the project)

[This will include the definition of the port in terms of capacity, facilities to be created and uniqueness of the project]

2. Site Feasibility (Site condition Assessment)

[This will include the assessment of the site in terms of topography, connectivity, infrastructure available, meteorological and oceanographic conditions. It will also include the results of the various surveys conducted including bathymetry survey, hydraulic modelling study, and geo-technical investigations]

3. Traffic Study (Assessment) including cargo projection

[This will present the potential of the site in terms of the traffic in line with the facilities proposed in the project. It will include hinterland mapping, assessment of competition and cargo traffic projections]

4. Planning of Facilities

A. Waterfront side planning

- i. Dredging
- ii. Channel
- iii. Water Draft
- iv. Break water
- v. Reclamation
- vi. Jetty

[This will include the criteria which forms the basis of planning (e.g. tranquility requirement, vessel turning circle, navigational channel dimension, etc.), the engineering details and drawings of the waterfront side plan and results of model studies if applicable]

B. Area requirement

- i. ITZ land / area
- vii. Land area required

[This will include the total area required by the Developer and its bifurcations including Govt. land, private land and ITZ land]

C. Area usage planning with Detail layout of complete area including ITZ area.



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“ Notwithstanding anything contained herein

- (i) Our liability under this Bank Guarantee shall not exceed of Rs. 5,00,00,000/-(Rs. Five crore only).
- (ii) This Guarantee shall be valid up to and
- (iii) We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if MMB serves upon us a written claim or demand on or before”.



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- i. *Jetties, Break water, Berths*
- viii. *Go down, logistics, storage*
- ix. *Office, Residence, Road, Supplementing infrastructure*

[This will include the mapping of the area required against the various facilities in the Project (layout of the facilities)]

5. Connectivity (Cargo evacuation plan)

[For the type of facilities planned (liquid/ bulk/dry bulk, etc.), the traffic projections and the identified existing connectivity as per the site assessment, this section will detail how the projected cargo shall be evacuated to the demand centres/ hinterland. It will detail the rail/road route planning to the nearest existing railhead or NH/SH]

6. Clearances required including environmental clearances

[This section shall include a list of clearances which are required for the project. These clearances will need to be categorized phase-wise as per the concession agreement. For each clearance required, the actions to be taken by the Developer for this clearance, the concerned Authority and the estimated time by which this clearance shall be obtained will need to be mentioned.]

7. Construction segment

- i. *Engineering Aspect*
- ii. *Methodology*
- iii. *Construction sequence*
- iv. *Cost estimates*

[This section will include the detailed design calculations, the methodology and technology to be adopted, the construction sequence and important milestones, the quality assurance measures to be undertaken and engineering, design drawings and cost estimates.]

8. Financial Feasibility

- i. *Total cost including operations and maintenance*
- v. *Means of Financing*
- vi. *Revenue Projection*

[This section shall include the calculation of the construction cost as well as operation cost of the project, the financing mix in terms of equity, debt, etc., the revenue estimates in line with the traffic projected and the projected financial statements]



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Milestones for compliance of conditions of the Letter of Intent

	Date of Issuance of Letter of Intent	MONTH																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1	Submit one-time non-refundable payment of Rs. 30 lakhs																								
2	Submit BG of Rs. 5 crore																								
3	Submit DPR																								
4	Application to MOEF&CC/MCZMA for TOR																								
5	Obtain TOR																								
6	Conduct EIA study																								
7	Conduct Public hearing																								
8	Application to MCZMA																								
9	Obtain CRZ recommendations from MCZMA/ Clearance from State Level Expert Appraisal Committee																								
10	Application to MoEFF for EC & CRZ clearance, if required																								
11	Obtain CRZ & Environment Clearance																								
12	Obtain 'Consent to establish' from MPCB																								
13	Submit Financial Closure																								
14	Sign Agreement and Payment of valuation of ITZ																								

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[Signature]

