PROJECT PRE FEASIBILITY

AHOY Marina
Coastal Facility for Crafts/ Small Boats/ Yachts

MORMUGAO PORT TRUST (MPT)
Under Concession Agreement with
Kargwal Constructions Private Limited
MPT Waters
Zuari River- Nauxim
GOA.
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I. EXECUTIVE SUMMARY

Goa is the Blue Land of India, located in the west coastline of our country. Goa has been a favorite destination for tourists without any seasonal hindrance. Environment Goa is unique with coastal and terrestrial attributes complementing to each other. Goa is one of the smallest state of India, with land area for only 3,702 km\(^2\) and a coastline of 101Km with two main rivers viz., Mandovi & Zuari, confluence with Arabian sea. Goa has more than 40 estuarine, 8 marine and about 90 riverine islands. The total navigable length of Goa's rivers is 253 km.

Goa is known for its coastal resources especially fisheries. The backwaters into main land is the biggest attraction and provides inimitable picturesque scenery to Environment in Goa. The coastal dependency is significant for the lifestyle of the Konkgan and it holds the most important revenue tag to Government of Goa.

Goa is one of India's richest states with a GDP per capita two and a half times that of the country as a whole. It was ranked the best placed state by the Eleventh Finance Commission for its infrastructure and ranked on top for the best quality of life in India by the National Commission on Population based on 12 Indicators.

Marina is a yacht terminal to provide parking and refurbishing facilities for all types of small boats and yachts for pleasure sailing. Marina is a typical Blue Green coastal enterprise, which has the potential to increase the revenue and further enhance socio economic status of the coastal living and its stakeholders. Principally, Marina will have boats/yachts only for pleasure sailing into sea and connected leisure activities of a conventional Indian holidaying and will generate only preventable (and or controllable) discards or discharges. Hence, any impact due to Marina on the environment of Goa can be strategically sustained by scientific measures or practices, the impact can be minimized and environmentally managed.

Except the one Marina near Kochi in Kerala, there is no Marina in service albeit many projects are in different stages of envisioning by respective state governments like
Maharashtra, Tamilnadu, Pondicherry, Andaman Islands and west Bengal. The proposed Marina in Goa will be the second in the country.

Marina is not a listed coastal activity and not under the purview of EIA Notification, 2006. It is relevant to appreciate that Fishing Harbors, if intended to handle more than 10000 MT per annum of fish catch, are only attracted under EIA Notification. It is important to note that even after EIA Notification enacted in 2006, all Fishing Harbors have not been brought under the requirement of ENVIRONMENTAL CLEARANCE, as most of them do not have the scope of doing fish catching for more than 10000 TPA. However, after the CRZ Notification, 2011, the Fishing Harbors were mandated to obtain CRZ Clearance.

The proposed Marina will have coastal activities that are much lesser than any conventional Fishing Harbor and also as such Marina found no mentioning in EIA Notification, 2006; or in any amendments thereof.

A clarification letter with respect to Environmental Clearance for Marina also clearly indicated that Clearance with respect to Environment is mandated for Marina under the purview of CRZ Clearance, 2011. (A copy of the letter is presented as ANNEXURE-I)

Mormugao Port is one of the early day Port establishments of India and it has water spread of 76850 acres and Land area 533.48 acres. In their efforts to optimally use the coastal resources, MPT evaluated the options of establishing Marina and found two suitable locations by an exclusive study and one of the options is the present proposal of Marina in the northern bank of the Zuari Estuary (River). Eventually, the proposed Marina is a facility of MPT and located within its water spread area on the northern coast of the Mormugao Bay, in the lee of Cancara Point, having coordinates 15°27’00”N and 73°50’35”E.

The Key Map showing the location of the proposed Marina is presented in Fig.1.0.

The proponent of Marina, M/s. Kargwal Constructions Private Limited (Kargwal) is one of the Infrastructure Giant of Maharashtra and they intend to promote this Marina as BLUE GREEN business model to attract more tourists to Goa which will eventually provide multi-front benefits to the State of Goa.
FIG. 1.0. KEY MAP – AHOY MARINA

Centre for Environment, Health & Safety
Annamalai University
Kargwal has acquired a concession from the Mormugao Port Trust (MPT) to develop a Small Boat Marina at Nauxim Village, Goa, within the MPT waters. The project location is within the MPT waters and Marina will be operated as a facility of MPT with its infrastructural facilities of Navigation and Safety.

Kargwal will establish the Marina through its wholly owned subsidiary - Anytime Harbour of Yachts Private Limited (AHOY). West Coast Marine Yacht Services Private Limited (WCMYS), Mumbai, technical consultants for marina projects, shall provide and operate Yacht Repair and Maintenance facilities in the project.

The proposed Marina is a coastal facility planned for small crafts, yachts and speed boats to have pleasure boating and related holiday activities of tourism. The facility will primarily address the requirement of small boats and yachts meant for pleasure sailing and brief stays. Marina is functionally a boat parking facility that provide servicing and also ensures safety while parking small boats.

The proposed Marina, which is proposed to be called as AHOY Marina, will have all facilities for boat/yacht parking, holidaying, pleasure spending, staying, swimming, playing, shopping and business/cultural meets and festival celebrations.

A reconnaissance survey on the need for such marina and scope for business model was carried out many agencies and only as a need based and as feasible project, the proposal of AHOY Marina was extended with a concessional agreement by MPT to Kargwal, the project proponent.

The proposed project location was surveyed and assessed for its compatibility to prevailing coastal environmental conditions. The met-oceanic data pertaining to project location is learnt to be conducive for establishing Marina. Coastal Model studies were run to get reassessed for environmental suitability and sustainability of locating the project in the proposed location.

The location was surveyed through specific GPS protocol and LTL and HTL Mapping was completed by Institute of Remote Sensing (IRS), Anna University and authenticated Map was drawn to comply to the requirements and mandates of CRZ Notification, 2006.
Zebec Marine Consultants & Services Private Limited is the project consultant for establishing Marina appointed by Kargwal and they are in the final stage of submitting the Detailed Project Report.

Centre for Environment, Health & Safety (CEHS) is an integral part of the Department of Civil Engineering and offers PG and Doctoral program in Environmental Engineering. We have several ongoing consultancy works apart from funded research programs from various agencies like MoEF&CC, DST, MoNES, etc. Annamalai University is state owned and fully governmental.

CEHS is an accredited EIA Organization by Quality Council of India under National Accreditation Board for Teaching & Training (NABET) for Ministry of Environment, Forests & Climate Change (MoEF&CC), Government of India.

II. INTRODUCTION

The Mormugao Port Trust while preparing its Master Plan had identified a location within the Port waters at Nauxim for developing a small boat marina and invited tenders from interested parties for developing the same. M/s Kargwal Constructions Private Limited was awarded the concession for developing the same.

The proposed Marina by Kargwal which is named as AHoy Marina will have facilities primarily for boat parking and maintenance. Additional infrastructures will be provided to facilitate all activities pertaining to holidaying, pleasure spending, staying, swimming, playing, shopping and business / cultural meets and festivals.

The Marina is envisaged to comply with all statutory requirements under CRZ Notification, 2011 and EIA Notification, 2006 and also as per the Guidelines of Central pollution Control Board (CPCB).

The AHoy Marina is essentially a facility of MPT and envisaged to get established through Private Investment Viz., Kargwal Constructions Private Limited, Mumbai.

The Marina will add value to present tourism potential in Goa apart from its positive impact on socio economic status of Goa. With iron ore mining is declining, there is a
circumvent necessary to improve tourism and the proposed AHoy Marina will contribute significantly.

2.1 PROJECT

The proposed project is principally a facility of Mormugao Port Trust (MPT) for which Kargwal entered into a concessional agreement with MPT to develop a Small Boat Marina at Nauxim Village, Goa, within the MPT waters, near Aldiea de Goa Township. The site is located on the northern coast of the Mormugao Bay, in the lee of Cancara Point, having coordinates 15°27’00”N, 73°50’35”E and the location is on the northern bank of Zauri River within Panchayat of Curca, Tiswadi Taluka, North Goa.

The location of the proposed Marina based on Google image is presented in Fig.2.1.

Kargwal already signed a concession agreement with MPT for 30 years lease for establishing Marina in their waters. AHoy Marina will have water spread area of 1,00,000 Sq.m (10.0 Ha) and Land area of 50,000 Sq.m (5.0 Ha) for the establishment of the said project, exclusively dispensed with MPT.

The entire Marina including shore facilities is planned in inter-tidal waters. The CRZ Map showing the HTL and LTL of the project location, as surveyed and authenticated by Institute of Remote Sensing, Anna University is presented in Fig 2.2.

The basin and approach channel are proposed to be dredged to accommodate yachts having a length of 50 m. The development and operation of the marina is envisaged in 1,50,000 m² on the water front. The proposed Marina project envisages construction of Berthing facilities, and amenities required for small craft, yacht and speed boats.

The depth of the channel includes draft of the yacht and adequate under-keel clearance. The under-keel clearance is required to take care of the heave and pitch of the yacht at low water due to wind and wave action. The net under-keel clearance that is considered necessary for the marina is 0.64 m where the bed is rocky and 0.3 m where the bed material is soft.
The breaking wave height of 2.6m is considered for design of breakwaters. Since the occurrence of breaking wave height would be very frequent, several times each monsoon, Zero Damage criterion is specified for the breakwaters. In designing the cross-section of the breakwater, consideration has been given to the availability of suitable stone armour, from nearby quarries.

Considering the demand for berthing of yachts AHoy will have 239 berths with 3.24m CD draft to accommodate any new age yachts and pleasure boats. AHoy will have a club house with facilities for holidaying activities. AHoy will make Goa in the map of International Circuit of Pleasure Sailing Destinations which will eventually increase the tourism into multifold in Goa.

The conceptual layout of AHoy marina is presented in Fig 2.3.

The layout was envisaged incorporating met ocean conditions and prevailing coastal features of the project location with respect to two monsoons. The predominant wind, wave and swell conditions were interpreted to plan berthing area with engineered structures like break waters to have sufficient tranquility at 0.30m.

The maneuvering area and channel width were designed as per the guidelines of PINAC/IAPH. The traffic volume was assessed to provide necessary space to accommodate berth requirements.

Necessary Model studies were run on the project area with primary data like bathymetry and project requirements for assessing dredging requirement for necessary draft. The dredged material is envisaged to use to reclamation on the landside for providing project facilities like Marina Terminal, Crew accommodation/rest facilities, refueling stations, washing & repair yards, ship chandlers, stores & restaurants, club house, etc., apart from berths, slip ways and boat hoist well as primary project components. The proposal of reclamation put AHoy in a better place as it could avoid land acquisition which is a difficult proposition in Goa, as it is a land starving state.

The Budgetary Estimate of the project is INR 350 Crores.
FIG. 2.1. LOCATION MAP - GOOGLE IMAGE (10 km RADIUS)
DEMARcation of high tide line for the proposed construction of marina in MPT water on northern bank of Zuari River, near village Nauxim, Goa

FIG. 2.2 HTL/LTL - CRZ CLASSIFICATION MAP
FIG. 2.3. CONCEPTUAL LAYOUT – AHOY MARINA
2.2 AHoy Marina – The Proposed Project

The proposed marina is envisaged to accommodate of 239 boats on the northern bank of the Mormugao bay, on the opposite site of MPT. The marina is designed to accommodate small pleasure boats, with space to accommodate two larger 50m length yachts.

Smaller vessels have an advantage of generally remaining in shallower depths if it is the shortest route, thus avoiding conflict with commercial/barge traffic. Also, most of the small vessels are motor powered and are fast and highly manoeuvrable.

A two-way channel has been planned for safe movements of the boats into and out of the marina. The vessel traffic management plan will ensure a safe boating environment for all users, manage traffic flows and enforce traffic regulations.

All boats in the marina are not expected to be in use at the same time. Also, there are no statistics pertaining to the number of monthly boat trips of boat users for a marina in Goa. Counts will be taken when the marina commences operations. It is known from statistics of world-wide boat marinas, pleasure boats generally venture out from dawn to dusk, and very few remain out after darkness. Also, weekday boat traffic is lower than weekend boat traffic.

The boat traffic at the time of commencement of operations will be low, and will gradually increase. Assuming the maximum occupancy of 239 boats at one time and an assumed maximum scenario of 50% of all boats departing and arriving in one day, the estimated traffic in this condition is as follows:

- Peak case - Number of boats departing = 50% of 239 = Say 120
- Peak case - Number of boats arriving = 50% of 239 = Say 120

Also, if we assume that the above occurs in the daylight hours (12 hours/day), the number of boats per hour would be:

- Peak case - Number of boats departing per hour = 120/12 = 10
The Marina layout has been prepared to afford flexibility, so as to accommodate further facilities to handle any additional yacht traffic beyond what is foreseen / forecast at this stage. Provision of adequate water area, water front and backup area has been kept in mind for future expansion.

The project also envisages construction of associated facilities like crew accommodation, restaurant, Club House, rest room etc. for vessel/Yachts crews on adjoining area developed for such purpose.

The Proposed Marina Basin is envisaged to be developed by dredging the basin to depth of 3.2m CD in the Basin and in the Approach channel. Proposed project envisages construction of break water and concrete jetty for berthing of small craft. The berths are proposed to be developed on RCC cast in situ piles socketed in hard rock with combination of pre cast and cast in situ members for superstructure.

Break water is envisaged to be developed by utilising 1 to 3 tonne rock armour available from local quarries. Core material could either be from the quarries, or if surplus dredged material is left over, the same would be utilised for the core.

Standby Power arrangement is also envisaged to meet power demand in case of disruption. 4 numbers of DG sets and each of capacity 22.5 KVA is considered to be installed. The DG set will be Skid mounted with low noise level, as per the prescribed Standards of CPCB & MoEF &CC.

50,000 m² of area is proposed to be used for development of Amenities like crew accommodation, restaurant, club house, service centre for Yacht repair etc.

A state of the art Waste water Treatment Plant (WWTP) is proposed to be put up for handling of waste water from all activities pertaining to conveniences, washings, etc., And also waste streams from boat service/leaning activities with exclusive pre treatment for the removal of oil and grease/paint as Effluent Treatment Plant (ETP).
Mechanical equipment like Hoist, pump, STP skid mounted are proposed to be installed. Electrification will be thru power supplied by Goa State Electricity Board, Flood fight, yard lighting, is proposed for illumination. Power consumption to other amenities will be sourced from Main lighting distribution panel.

2.3 NEED FOR THE PROJECT

Currently, there is only one marina functioning in India, which is situated at Kochi. Another 6 marina projects are in the nascent stage in the country.

The existing major marinas in the Asian Region are at Dubai and Thailand. The international yacht route from Europe to Dubai and between Thailand and Dubai is as shown below.

Goa coast lies very near to the direct sea route from Europe to Australia and Far East. The cruising distance from the international maritime route is very meager, and making it nearer to the maritime Highway. Due to the recent increasing attacks from Somali Pirates in the Indian Ocean, the yachts after its exit from the Suez Canal take a safe route towards north and reach the Indian Coast, South of Goa.

As such the near shore is of the Indian Coast, South of Goa becomes the trunk route of the international yacht sailing. Presently, marina facility is available only at Kochi. Facilities in other locations (Mumbai and Goa) are in proposal stage. The yacht sailing in the near shore area has increased considerably during last few years because of the pirates. Goa and Mumbai are other major destination for cruise liners. These two locations are faster becoming major cruise destinations. Goa becomes a lucrative option when we compare land prices with Mumbai.

Increasing Passenger traffic on International Maritime Route and Growing trend in tourism, especially in Goa are certain driving forces for the proposed Marina in Goa.

2.4 DEMAND – SUPPLY

The growth in the leisure boating industry in India as well as in Goa is unprecedented in the recent past and its growth pace is increasing further. In the long run when the
economy reaches its peak and sustains itself at a particular level, the demand for goods like luxury yachts would rather increase at average steady rates.

Presently number of pleasure boats registered in Mumbai, Goa and Cochin are 300, 100 and 60 numbers respectively. The growth rate of 9.8% p.a. is assessed which is equivalent to the CAGR registered by the number of pleasure and speed boats registered in India. This has further been reduced by 0.2% each year in order to arrive at realistic traffic estimates for boats and yachts for the marina. The figure below graphically depicts the trend in the growth of number of boats p.a. along with the cumulative growth in the number of boats that will have a demand for docking facilities in Mumbai. The red bars in the graph below show the addition of number of pleasure / speed boats each year into the present existing market.
TABLE 2.1 PROJECTION OF TRAFFIC VOLUME - SMALL BOATS/YACHTS

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Foreign Yachts</th>
<th>Number of Indian Registered Yachts</th>
<th>Total Number Of Vessel expected at Goa Marina</th>
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<tbody>
<tr>
<td>2014</td>
<td>50</td>
<td>60</td>
<td>110</td>
</tr>
<tr>
<td>2015</td>
<td>51</td>
<td>66</td>
<td>117</td>
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<td>52</td>
<td>72</td>
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FIG. 2.4. PROJECTED TRAFFIC FOR AHOY MARINA
IMPORTS VS INDIGENOUS PRODUCTION

Marina has no production activity. It is a service industry which will improve the tourism to India and Goa, in particular.

2.5 EXPORT POSSIBILITY

Marina is a service industry to provide impetus to attract tourism, especially pleasure boating industry in India. The growth in the economical capability of country and coastal infrastructures, the sea route through Indian water will help improve the revenues.

2.6 DOMESTIC / EXPORT MARKETS

AHOY Marina from Goa will attract significant amount of international tourism into India. There are more than 10 coastal locations were identified as suitable and compatible places in our shorelines for establishing Marinas.

Perhaps, every major Port of the country has the potential to add on a Marina which will enable them to use their resources quite optimally as a new business model to support the growing need for berthing facilities in Indian waters.

Goa is the potential place to enhance pleasure boating and hence the proposed AHOY Marina will add further value to present tourism in Goa.

2.7 EMPLOYMENT GENERATION

AHOY will have close to 500 personnel for supporting the boat berthing, repair, refurbishing and maintenance activities in its water front. It also requires another 100 to support allied holidaying facilities like club house, fuelling stations, etc.,

Indirectly, the growth of AHOY will benefit Goa with more transfer and site seeing, purchase and business activities which will benefit the local population.
III. PROJECT DESCRIPTION

AHoy Marina is essentially a facility of the Mormugao Port Trust (MPT) within its water spread area.

The location of the proposed marina in MPT water is presented in Fig.3.1.

The proposed marina is envisaged to accommodate of 239 boats on the northern bank of the Mormugao Bay, on the opposite side of the MPT. The marina is designed to accommodate small pleasure boats, with space to accommodate two larger 50m length yachts.

AHoy Marina will have water spread area of 1,00,000 Sq.m (10.0 Ha) and reclaimed land area of 50,000 Sq.m (5.0 Ha) for the establishment of the said project, exclusively dispensed with MPT.

The Conceptual layout of AHoy Marina is presented in Fig.2.3.

A two-way channel has been planned for safe movements of the boats into and out of the marina. The vessel traffic management plan will ensure a safe boating environment for all users, manage traffic flows and enforce traffic regulations.

3.1 PROJECT SIZE AND TYPE

AHoy Marina will have water spread area of 1,00,000 Sq.m (10.0 Ha) and reclaimed land area of 50,000 Sq.m (5.0 Ha) for the establishment of the said project, exclusively dispensed with MPT.

The proposed marina is envisaged to accommodate of 239 boats on the northern bank of the Mormugao Bay, on the opposite side of the MPT. The marina is designed to accommodate small pleasure boats, with space to accommodate two larger 50m length yachts.

3.2 LOCATION OF THE PROJECT

The site is located on the Northern coast of the Mormugao Bay, in the lee of Cancara Point, having coordinates 15°26'52.9"N to 15°27'03.7"N and 73°50'37.8"E to 73°50'54.8"E
The location of the proposed Marina based on Satellite imagery (LISS-III) is presented in Fig. 3.2.

The entire Marina including shore facilities is planned in inter-tidal waters. The CRZ Map showing the HTL and LTL of the project location has been already surveyed and authenticated by Institute of Remote Sensing, Anna University.

The location has been already studied in depth by MPT for establishing Marina and it was concluded as a potential site and environmentally compatible location within MPT waters.

3.3 ALTERNATIVE SITES

MPT evaluated potential locations for establishing Marina projects as there is a need for such a facility in Goa and MPT took the lead to have it as its facility within its water spread area.

The study reportedly concluded with two potential sites in Goa viz., Sancoale and Nauxim, Bambolim.

AHoy Marina is proposed to be located in Nauxim within MPT Waters.

The alternative sites, as evaluated by MPT, are presented in Fig. 3.3

3.4 EXTENT OF THE LAND

The site is located on the Northern coast of the Mormugao Bay, in the lee of Cancara Point, having coordinates 15°26'52.9" to 15°27'03.7"N and 73°50'37.8" to 73°50'54.8"E.

The geo position of the project location is as follows:

15°27'05.43"N
73°50'39.30"E

15°26'51.82"N
73°50'50.97"E

15°26'48.87"N
73°50'35.84"E
AHOFY Marina will have water spread area of 1,00,000 Sq.m (10.0 Ha) and Land area of 50,000 Sq.m (5.0 Ha) for the establishment of the said project, exclusively dispensed with MPT.

3.5 PROJECT COMPONENTS

Marina is primarily a facility to facilitate parking of pleasure boats, yachts and small vessels for tourism. As the facility will attract more international and domestic tour, infrastructures are required towards stay and comfort for the tourists and also repair and maintenance for yachts or boats. Hence, facilities on the landside, as presented in Table 3.1 will be established in the reclaimed area.

The entire dredged material will be used to reclaim around 50000 Sq.m (5.0 Ha) on the land side. AHOFY Marina will have water spread area of 1,00,000 Sq.m (10.0 Ha) and Land area of 50,000 Sq.m (5.0 Ha) for the establishment of the said project, exclusively dispensed with MPT.

The proposed marina is envisaged to accommodate of 239 boats. The marina is designed to accommodate small pleasure boats, with space to accommodate two larger 50m length yachts.

The capital dredging for ensuring required draft for safe movement and docking of yachts is assessed for about 30,000 m$^3$. A detailed plan for dredging will be developed based on the Model studies with hydrodynamic data on the project location, during EIA study.
FIG. 3.1. LOCATION OF MARINA - MPT WATERS
FIG. 3.2. LOCATION OF PROJECT – Satellite Imagery- LISS-III
Alternative Site - Sancoale

FIG.3.3. ALTERNATIVE SITE – AHOY MARINA
### Table 3.1 Functional Components - AHOY Marina

<table>
<thead>
<tr>
<th>No</th>
<th>FUNCTIONAL ENTITY OR FACILITY</th>
<th>PROPOSED COVERED (BASE AREA- m²)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Marina Management Office</td>
<td>1,000</td>
</tr>
<tr>
<td>2</td>
<td>Car Parking</td>
<td>2,600</td>
</tr>
<tr>
<td>3</td>
<td>Marina Terminal Building-1</td>
<td>1,300</td>
</tr>
<tr>
<td>4</td>
<td>Crew Accommodation</td>
<td>850</td>
</tr>
<tr>
<td>5</td>
<td>House keeping</td>
<td>200</td>
</tr>
<tr>
<td>6</td>
<td>Training Pool</td>
<td>500</td>
</tr>
<tr>
<td>7</td>
<td>Boat Support Service</td>
<td>450</td>
</tr>
<tr>
<td>8</td>
<td>Marina Terminal Building-2</td>
<td>2,500</td>
</tr>
<tr>
<td>9</td>
<td>Env Training</td>
<td>250</td>
</tr>
<tr>
<td>10</td>
<td>Boat Show/Display Area</td>
<td>1,200</td>
</tr>
<tr>
<td>11</td>
<td>Boat Crew Rest Area</td>
<td>850</td>
</tr>
<tr>
<td>12</td>
<td>Crew Locker Room</td>
<td>250</td>
</tr>
<tr>
<td>13</td>
<td>Boat Repair</td>
<td>850</td>
</tr>
<tr>
<td>14</td>
<td>Environment Management Facility</td>
<td>500</td>
</tr>
<tr>
<td>15</td>
<td>Electrical Substation</td>
<td>300</td>
</tr>
<tr>
<td></td>
<td><strong>BUILDINGS</strong></td>
<td><strong>13,600</strong></td>
</tr>
<tr>
<td>16</td>
<td>INTERNAL ROAD NETWORK</td>
<td>11,950</td>
</tr>
<tr>
<td>17</td>
<td>PEDESTRIAN NETWORK</td>
<td>9,000</td>
</tr>
<tr>
<td>18</td>
<td>GREEN AREA</td>
<td>5,400</td>
</tr>
<tr>
<td>19</td>
<td>MAINTENANCE YARDS</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL RECLAMATION (SUM OF SPACE UTILIZATION)</strong></td>
<td><strong>50,000</strong></td>
</tr>
<tr>
<td>20</td>
<td>BREAKWATER</td>
<td>6,200</td>
</tr>
<tr>
<td>21</td>
<td>PILED JETTY</td>
<td>2,200</td>
</tr>
<tr>
<td>22</td>
<td>FLOATING WALKWAY</td>
<td>3,000</td>
</tr>
<tr>
<td></td>
<td><strong>WATER AREA OF BASIN</strong></td>
<td><strong>1,00,000</strong></td>
</tr>
</tbody>
</table>

The buildings, roads and green belt development will be established on the landside on the reclaimed area of around 5 Ha.
3.6 MATERIAL BALANCE

AHoy Marina is a service industry to facilitate tourism and will principally provide parking, repairing and maintenance facilities for small boats and yachts.

The facilities for holidaying with club houses and for holidaying activities like swimming pool and shopping will have no role in resulting in any material utility.

AHoy will ensure prevention of any wastage and fully avoid any disposal of waste material into sea. AHoy will outsource agencies, which are with Central or State Governmental approvals to manage wastes as categorized and will ensure proper disposal to comply with the waste management and handling Rules.

3.7 RESOURCE OPTIMIZATION

The water spread area and also the landward areas are the most important natural resources, especially in the project location. Hence, optimal use of available areas in the MPT waters will be the principal data for planning and designing the Marina.

(A) WATER

The requirement of water is assessed on the basis of facility available for 250 boats, facility staff for management at 150 and visitors through boats and as tourist at 1000 as maximum.

Water is also required for facility maintenance, washing of boats and green belt within the Marina area.

250 boats @ 200 lit per boat, 150 staff @ 90 lpcd and 1000 tourists @90 lpcd will be 153.5 KLD. Around 200 KLD is, thus assessed to address the fullest possible service capacity of AHoy Marina.

A standalone Water Treatment Plant will be installed in the Marina to source this water requirement of 200 KLD by desalination using RO.
The secondary level requirement of water for facility maintenance 15,000 lit/day as lump sum and Green belt development and maintenance @ 10,000 lit per day as lump sum, the total water requirement will be around 25KLD. This will be sourced from the Wastewater Treatment Plant in the Marina.

Dual Plumbing Systems will be installed to use recycle water for toilet flushing and general washing of areas and boat refurbishing activities.

(B) POWER

Power is assessed for an initial requirement of 250 HP and it will be ensured from the available Grid of the MPT common facility.

3.8 WASTE TREATMENT & DISPOSAL

Effluent

The waste water is assessed for 100 KLD from the 200 KLD of maximum water used, after deducting 20% through spillage and evaporation and supply of water to travelers in the boats/yachts.

An exclusive Effluent Treatment Plant (ETP) will be installed with primary, secondary, tertiary and advanced stage of treatment to reclaim water from the waste water as water Reclamation plant. This plant with 30% in sludge, bleed and spillage, it will be able to produce 70 KLD of reusable water.

The reclaimed water of 70 KLD will be put into Dual Plumbing System for flushing, washing and green belt requirements.

Emission

As there is no combustion process involved in the proposed Marina, there will not be any process emission.
The DG set will have its own in-built emission handling systems as AHoy will install only CPCB approved DG set for the purpose alternate power supply.

**Solid Waste**

Solid waste generated from tourist stay, kitchen and other activities like shopping will be collected and transferred to the approved Municipal Solid Waste Management facility of Goa. This solid waste is assessed for 1TPD and will be disposed as per the guidelines of GSPCB through pout sourcing agencies.

**Oil, Paint & Grease**

Oil, Paint and spent Grease are the expected hazardous solid waste expected to get generated from this facility for a maximum of 1 TPD.

This will be collected along with cleaning stuff like cloth and rugs and will be transferred to the approved Hazardous Solid Waste Management Facility of Goa.

### 3.9 PROJECT FEASIBILITY

With Iron Mining is facing closures, Goa suppose to make strategies for new revenues. Tourism is historically a major source of revenue with its beautiful beaches and terrestrial forest cover.

MPT made strategic studies to optimally use its water spread in an environmentally compatible way. The Marina is a project, proposed in two locations by the study agency. Subsequently, MPT signed a concession agreement with the applicant M/s.Kargwal Constructions Private Limited Mumbai for the promotion of a Marina in the proposed location of Zuari River, Nauxim.

Goa Infrastructural Development Board (GIDB) have studied the project for its environmental suitability and socio economic benefits by an Environmental Cost Benefit Analysis and approved the implementation of the project.
AHOFY Marina from Goa will attract significant amount of international tourism into India. There are more than 10 coastal locations were identified as suitable and compatible places in our shorelines for establishing Marinas.

Perhaps, every major Port of the country has the potential to add on a Marina which will enable them to use the resources quite optimally as a new business model to support the growing need for berthing facilities in the Indian waters.

The growth in the leisure boating industry in India as well as in Goa is unprecedented in the recent past and its growth pace is increasing further. In the long run when the economy reaches its peak and sustains itself at a particular level, the demand for goods like luxury yachts would rather increase at average steady rates.

Increasing passenger traffic on international maritime route and growing trend in tourism, especially in Goa are certain driving forces for the proposed Marina in Goa.

IV. SITE ANALYSIS

4.1 CONNECTIVITY

The proposed site for the development of marina is located in the MPT Water spread and on North of Zuari River near Village Nauxim, Taluk Tiswadi, North Goa. The proposed site is well connected by roads and railways. The site is about 10 Km from Panjim, the state capital of Goa.

The nearest railway station and air port are as follows (aerial distance):

- Nearest railway station: 9.8 Kms, karmali
- Nearest air port: 7.7 Km Dabolim

The connectivity of the sites with roads is with NH 17 at 2.5 Km and NH4A at 5.7 Km.
As the location is within the MPT waters which is well connected historically, the connectivity of the location with the rest Goa is appreciable and good.

In the global context which is very important clientele basis, Goa coast lies very near to the direct sea route from Europe to Australia and Far East. The cruising distance from the international maritime route is very meager, and making it nearer to the maritime Highway.

As such the near shore is of the Indian Coast, South of Goa becomes the trunk route of the international yacht sailing. Presently, marina facility is available only at Kochi. Facilities in other locations (Mumbai and Goa) are in proposal stage. The yacht sailing in the near shore area has increased considerably during last few years because of the pirates. Goa and Mumbai are other major destination for cruise liners. These two locations are faster becoming major cruise destinations. Goa becomes a lucrative option when we compare land prices with Mumbai.

Increasing Passenger traffic on International Maritime Route and Growing trend in tourism, especially in Goa are certain driving forces for the proposed Marina in Goa.

4.2 LAND SURVEY

The proposed land of 10 Ha of water spread in MPT Waters and 5 Ha of reclaimed landward area are more suitable and compatible to the prevailing coastal dynamics.

Satellite Image in LISS III format of the project location as sourced from National Remote Sensing Agency (NRSA) for the project location is presented in Fig.4.1. LISS III format image will be processed for Contour and Topography using Image Processing Software, ERDAS.
The land will be engineered for reclamation using dredged material for about 5 Ha and it is intertidal in CRZ Zone-I. Necessary coastal survey using satellite and Cadastral maps, detailed CRZ Survey was already completed through Institute for Remote Sensing, Anna University, Chennai.

Project location specific bathymetry was also carried out in the water spread area of MPT which was also used to assess the need for dredging and also its extent with mode of disposal as reuse strategy to reclaim land for Marina infrastructures.

Most of Goa’s soil cover is made up of laterites which are rich in ferric Aluminium oxides and reddish in colour. Further inland and along the riverbanks, the soil is mostly alluvial and loamy. The soil is rich in minerals and humus, thus conducive to plantation. The biodiversity is unique and with extensive natural systems of fauna and flora in the project location.

The Geomorphology of the project location, using Image processing software, is presented in Fig 4.2.

4.3 TOPOGRAPHY

The Topography of the project site will be evaluated using Map info with the Maps of Survey of India. GIS based tools will be used during the EIA studies with ground truthing observations.

4.4 LAND USE PATTERN

The project site is a notified area and was allocated for Mormugao Port Trust and it is much within its command area. Historically, the project location is coastal activities like fishing. There will not be any requirement for land use certification.
There are criss-cross patches of **stretch of notified forests in the project impact area** and as well in the impact area of 5 km radius from the project location.

Well away from the project location, precisely away from the project impact area of 5 Km radius, Salim All Bird sanctuary is at 7.1 Km.

The land Use pattern based on LISS-III image is presented in **Fig 4.3**.

4.5 **EXISTING INFRASTRUCTURES**

The proposed location is already declared as Port Area and delineated to Mormugao Port Trust by Government of India.

The project is well connected to roads and telex-communication systems.

4.6 **SOIL CLASSIFICATION**

The soil is investigated, on a preliminary site assessment study, as red clayey and along the Zuari River as red loamy. Detailed investigations will be carried out during EIA studies.
FIG. 4.1. LISS-III RAW IMAGE – PROJECT LOCATION
FIG. 4.2. GEOMORPHOLOGY – PROJECT LOCATION
FIG.4.3. LAND USE – PROJECT LOCATION
4.7. CLIMATE – METEOROLOGY

The project location is Tropical Wet as per the classification Map of Sol. The predominant wind direction is W and NW. The average Wind speed is 9-11 m/sec.

The Relative Humidity is learnt to vary for 70-90%. The average annual rainfall reported in the project site is 3000.5 mm.

It falls in Seismic zone III as per the Seismic zone classification of India.

4.8 SOCIAL INFRASTRUCTURES

Significant account fisherman settlements were observed during Reconnaissance survey. Tourism and related Hotel industry have grown in the recent years.

The Social Frame work in the Villages of project impact area will be taken for a detailed study in the EIA survey.

V. PLANNING BRIEF

The proposed Marina is a well thought out plan of MPT and planned to implement with private participation and hence only a Concession Agreement was entered with Kargwal for establishing the Marina.

5.1 CONCEPTUAL PLANNING

The proposed AHoy Marina is being envisaged with two major functional components viz., Water Spread for Boat Parking and Club houses and holidaying activities for tourists in the reclaimed land area using dredged material.

The proposed marina is envisaged to accommodate of 239 boats. The marina is designed to accommodate small pleasure boats, with space to accommodate two larger 50m length yachts.
The project also envisages construction of associated facilities like restaurant, Club House, rest room etc. for vessel/Yachts crews on adjoining area developed for such purpose. 50,000 m² of area is proposed to be used for development of Amenities like restaurant, club house, service centre for Yacht repair etc.

The Proposed Marina Basin is envisaged to be developed by dredging the basin to depth of 3.24m CD in the Basin and in the Approach channel. Proposed project envisages construction of break water and concrete jetty for berthing of small craft. The berths are proposed to be developed on RCC cast in situ piles socketed in hard rock with combination of pre cast and cast in situ members for superstructure.

Break water is envisaged to be developed by utilising 1 to 3 tonne rock armour available from local quarries. Core material could either be from the quarries, or if surplus dredged material is left over, the same would be utilised for the core.

5.2 POPULATION PROJECTION

The proposed Marina is small by International Scenario and still it will be able to support 150 personnel directly and 2500 persons indirectly.

A vast number of domestic and international tourists will likely to further enhance the socio economic feasibility of the project as it progress.

Occupational Health & Safety will be monitored with a common monitoring Health Surveillance System and it will be established with the involvement and support of MPT.

Special incentive coverage for health and life like ESI, Insurance, etc., will be mandated for all workers population in the proposed Marina and they will be rendered safe and risk-free in their work environment.

5.3 LAND USE PLANNING

The project area of about 10 Ha of water spread area is within the demarcated and delineated MPT water boundary which is within the notified Port area by Government of India (24th May, 2000).
The project area is essentially an existing Port which is in operation since, 1885 one of the oldest Ports serving the Nation and with pre-Independence history.

The available water spread area and delineated use pattern for MPT is the very basis for the proposed Marina development by Kargwal for MPT.

5.4 INFRASTRUCTURE DEMAND

The AHOY Marina is a Coastal infrastructure project to serve small boat/yacht parking to promote tourism of Goa with more International tourists. Apart from the facilities for parking 239 Boats, AHOY will have infrastructures for boat servicing, fuelling, staying and holiday activities of tourists.

The reclaimed area will have

- Boat Houses/Club Houses
- Roads/Service roads
- Service Yards for Boats
- Fuelling Yards
- Electrical Grid
- Telecommunication
- Water source, storage & supply
- Drainage & Sewage treatment plant
- Green Belt Development
- Rain Water Harvesting Structures

All facilities will be planned and designed to take accreditation with International Standards for Marina and AHOY is committed to accredit for IS 9000 and IS 14000 series of Standards.

5.5 AMENITIES / FACILITIES

Kargwal will provide the following common facilities for the sustainable operation of the AHOY Marina;
• Water storage & supply
• Roads
• EB grid
• Sewage treatment plant
• Rain Water Harvesting Structures
• Green Belt in the Peripheral areas and on the road side and Central meridian
• Fire Station
• Common Medical Dispensary

The following Organizational Set Ups will also be established by AHOL Marina and continuously run and monitored:

✓ Environmental Cell
✓ Emergency Management Cell
✓ Common Health Surveillance System

AHOL will also continue to commit to continue its coordination with Goa State Pollution Control Board, District Health Department and District Administration for issues pertaining to overall Environmental Management and Sustainable Development of the Project location.

6 INFRASTRUCTURES
6.1 INDUSTRIAL AREA

The entire land has been already allocated through a concession agreement by MPT to Kargwal to promote the Marina.

A copy of the Concession Agreement is presented as Annexure-II.

6.2 RESIDENTIAL AREA

There is no area for any exclusive residential area. However, AHOL Marina will provide Club Houses and rest rooms for the Crew.
6.3 GREEN BELT DEVELOPMENT

AHOY will provide greenery with suitable trees and plantation that are compatible to coastal conditions along the sides of the inner plant roads and in all open spaces.

AHOY will ensure at least 33% of the area will be covered under green belt development.

6.4 SOCIAL INFRASTRUCTURE

The social infrastructure in the project impact area will be evaluated in EIA studies and in reporting.

6.5 CONNECTIVITY

The site is about 10 Km from Panjim, the state capital of Goa.

- Nearest Railway Station: 9.8 Kms, Karmali
- Nearest Air Port: 7.7 Km Dabolim

The connectivity of the sites with Roads is with NH 17 at 2.5 Km and NH4A at 5.7 Km.

As the location is within the MPT water which is well connected historically, the connectivity of the location with the rest of Goa is good.

WATER MANAGEMENT

A stand alone Water Treatment Plant will be installed in the Marina to source this water requirement of 200 KLD by desalination using RO.

The secondary level requirement of water for facility maintenance 15000 lit/day as lump sum and Green belt development and maintenance @ 10,000 lit per day as lump sum, the total water requirement will be around 25KLD. This will be sourced from the Wastewater Treatment Plant in the Marina.

Dual Plumbing Systems will be installed to use recycle water for toilet flushing and general washing of areas and boat refurbishing activities.
6.6 SEWERAGE SYSTEM

AH OY will lay storm water drainage as open concrete channels, all along the internal roads for ensuring proper collection of storm water and the same be used for charging the rain water harvesting structures.

AH OY will have exclusive sewers to collect sewage from the conveniences and rest rooms. This will be mixed with all other liquid waste streams from washing and service yard and will taken combined to ETP.

6.7 INDUSTRIAL WASTE MANAGEMENT

The “Zero Waste Objectives” will be the basis to establish Effluent Treatment plant. The liquid waste will be managed for no disposal condition and the solid waste be managed off site in approved facilities.

Effluent Treatment Plant

The ETP will be planned and designed to have state of the art systems for processing 100 KLD of combined effluent.

The Effluent Treatment Plant is envisaged as a Physico Chemical Treatment Plant with a two-stage, Pressure Filter System, in series. The combined effluent is assessed to have COD at 600-1500mg/l and BOD of 250-450 mg/l only. The pH is 6.0 – 8.5. The effluent may have the oil and grease at 50-90 mg/l. The effluent will be processed in a mechanical system of Oil and Grease trap, with three compartment tank. The oil, on floatation, can be removed manually. The oil removed effluent is envisaged for dosage with an alkali solution and polyelectrolyte for neutralization and particle agglomeration. The chemically treated effluent will then be processed through a mechanical system of Plate Settlers for the removal of solids. The sludge (Settled solids) will be transferred to Sludge Drying Beds.
The clarified effluent will then be passed through a Twin filter plant having Pressure Sand Filter and Activated Carbon Filter. The residual solids, color and Refractories will be removed in these pressure filter systems.

The filtered effluent will then be passed through Micron Filter Package, has 50, 25, 10 and 5µ cartridges in series. Hence, the solids are completely removed.

Thus, the proposed effluent treatment plant will perform as Zero Liquid Discharge Plant. There will not be any disposal and the entire treated effluent, as reclaimed as water from the MF cartridge package, will be recycled in the dual plumbing system of AHoy.

The water is thus reclaimed from the effluent and envisaged for reuse in washing, flushing, cleaning and green belt activities.

6.8 SOLID WASTE

Solid waste generated from tourist stay, kitchen and other activities like shopping will be collected and transferred to the approved Municipal Solid Waste Management facility of Goa.

Spent Oil, Paint and spent Grease are the hazardous solid waste expected to get generated from this facility for a maximum of 1 TPD.

This will be collected along with cleaning stuff like cloth and rugs and will be transferred to the approved Hazardous Solid Waste Management Facility of Goa.

6.9. POWER

The net power which is envisaged as requirement for operating the proposed Marina is estimated for 250 HP. This power will be made available from the common facility of MPT, with exclusive extended power lines from State EB.

AHoy will develop corporate policy for non conventional energy systems through coastal wind mills and Solar Panels in the first two financial years of its operation.
7 REHABILITATION AND RESETTLEMENT (R & R) PLAN

The proposed location does not require any evacuation, as it is much within the command area of MPT. The location is a Notified Port Area by GoI.

No acquisition of any land is involved as the infrastructures will be established in the reclaimed area by dredged material. Hence, there is no requirement for any exclusive RR plan.

During EIA studies, a detailed Socio Economic survey in the project impact area will be carried out.

8 PROJECT SCHEDULE & COST ESTIMATES

The time schedule of project execution, of land development and getting the AHoy facility to be commissioned, is proposed for Twelve months.

The budgetary estimate of the project is assessed for INR.350 Crores.

9 ANALYSIS OF PROPOSAL

A conceptual SWAT analysis was made on the proposed project. A detailed SWAT analysis will be made as part of EIA and SIA studies.

A detailed Environmental Cost Benefit Analysis will be carried out during EIA studies and documentation.

10 CORPORATE RESPONSIBILITY PLAN

AHoy will develop an exclusive plan to ensure proper environmental management with monitoring programs for the listed pollutant concentrations in air, water, soil and noise, in the ambient environment of the assessed project impact area of 10Km radius of the location. An exclusive monitoring system will be in place for marine environment as will be evolved after EIA/EMP studies and reports. Special Programs and Implementation systems will be stressed for Occupational Health and Safety.
A social support package plan will be evolved in consultation with local fisherman community and local bodies to help improve the socio economic status of the people in the project impact area.

A detailed, Comprehensive Plan of Social and Environmental Responsibility will be framed during EIA studies and documentation.

AHoy intends to accredit itself in the International framework standards of ISO 9000 for Quality Standards and ISO 14000 series for Environmental Management Systems. AHoy is committed to enable Goa to enhance its tourism further in compliance to all Environmental legal systems.
F. No. 19-17/26 SS-IA-III
Government of India
Ministry of Environment, Forest & Climate Change
IA Division

Indira Paryavaran Bhawan
Jor Bagh Road, Aiganj
New Delhi - 110 003

June 24, 2016

To

Shri N. Muruganandam
Joint Secretary,
Government of India,
Ministry of Shipping,
Transport Bhawan
New Delhi – 110 001

Sub: Issues relating to EC for major ports – difficulties faced by shipbuilders - regarding

This has reference to D.O. letter No.PD-13/20/2014-PPP Cell dated 3rd February, 2015 addressed to Shri Manoj Kumar Singh, Joint Secretary, Ministry of Environment, Forest & Climate Change on issues relating to environmental clearance for major ports projects etc.

2. In this subject matter I am to inform you that CRZ Notification, 2011 vide para 3(i)(a) permits construction of foreshore facilities like ports, harbor, jetties, quays, wharves, breakwaters etc. The explicit permissibility vide this provision is for all foreshore facilities as could be read through inscription of "etc" as a concluding word in the provision. Accordingly, it is clarified that foreshore facilities like slipways, dry-docks, shipbuilding yards, ship repair yards, ship-lifts, marinas are also permissible under CRZ Notification, 2011 provided these facilities are exclusively for ports and harbor infrastructure.

Yours faithfully,

(Bishwanath Singh)
Joint Secretary

https://mail.google.com/_scs/mail-static/_js/k=gmail.main.en.bMQjMUuJE4Y.O/... 20-10-2015
LEASE DEED

This LEASE DEED made on this 12th day of October 2010
between the Board of Trustees of the Mormugao Port, constituted under the Major Port Trust Act, 1963, as amended from time to time having its Administrative office at Headland, Sada, Goa having income tax Permanent Account No. (PAN) AAALM09293P represented herein by its Chairman Shri Padma Charan Parida, son of Shri Manomohan Parida, aged 53 years, Indian National, residing at MPT/MRH 7B, Upper Jetty, Sadu-Goa (hereinafter called the LESSOR, which expression shall where the context admits includes its successors and assigns) on one part and M/s. Kargwal Constructions Private Limited, a company registered under the Companies Act 1956, having its Registered Office at B-102, Omkar Esquare, Opp. Sion-Chunabhatti Junction, Off Eastern Express Highway, Sion (E). Mumbai – 400 022, having Income Tax Permanent Account No. (PAN) AADCK1855D represented herein by its Executive Director Shri Sagar Arvind Shah, son of Shri Arvind Motichand Shah, aged 36 years, Indian National, residing at Vindhagiri Bungalow, Ashoknagar, Bhigwan Rd, Baramati, Pune, (hereinafter called the LESSEE, which expression shall where the context admits includes their successors and assigns) on the other part.

1. Lease

1.1 Whereas the LESSOR have invited bids for leasing the waterfront for development of Marinas in the Zuari waterfront, which falls within the Port Limits as notified by the Central Government vide Notification dt. 24th May 2000 and the LESSEE has submitted his offer dated 13/06/2010 to develop Marinas in the Zuari Waterfront on an area of 1,00,000 (One Lakh) square meters, as demarcated on Plan attached hereto;

1.2 WHEREAS in consideration of the Lease rent hereunder reserved and the covenants, terms and conditions contained hereinafter, the LESSOR doth hereby grant Lease up to the LESSEE to avail of all those pieces or parcels of water area situated in the State of Goa and forming part of the premises
belonging to the LESSOR which are more particularly described in the
schedule herein written and delineated in the Plan herunto annexed for the
purpose of providing a newly built Marina with all ancillary facilities, entirely
at the LESSEE's cost, consistent with the site conditions and for carrying out
the operations of the facility within the said premises. The area includes
foreshore/water area within the Port's jurisdiction.

1.3 The orientation and actual water area under lease may be varied on the
basis of environment clearances, technical design of Breakwater or other
technical reasons, keeping the main location near about the same point. The
water area under lease shall be minimum of 1,00,000 square meters.

1.4 Any changes in the composition of the company, whether the deletion or
addition or the change in inter se shareholding pattern must be informed to the
Port in writing.

1.5 The Water area is Leased for Construction and Operation of Marina and
other ancillary facilities at Naulim, Northern bank of Zuari River within
Panchayat of Curca, Tiswadi Taluka, North Goa District, Goa as per Plan
referred hereinabove.

2. Lease Period

2.1 The Lease is for a period of 30 (Thirty) years with effect from 12th
October 2010, including the time taken for construction of the facility.

2.2 In the event of early termination/determination of the Lease/this
agreement, the Lease Period shall mean and be limited to the period
commencing from the date of signing the agreement and ending with the date
of termination/determination of this agreement.
2.3 At the end of the Lease Period, the LESSEE shall vacate the Leased area and hand over vacant and peaceful possession, except immovable assets, to the LESSOR. If the LESSEE continues to occupy the Leased area unauthorized, after the expiry / termination / determination of Lease, the LESSEE shall be liable to pay compensation at 3 times the Lease rent, in accordance with the prevailing Scale of Rates, till vacant possession is obtained by the LESSOR.

3. Port's Assets

3.1 In consideration of the LESSEE agreeing to perform and discharge its obligation for constructing and operating a marina and other related allied activities, the LESSOR hereby grants unto the LESSEE, exclusive rights to enter upon, occupy and use the project site for the purpose of implementing the project and provision of project facilities and services pursuant thereto in accordance with this Agreement.

3.2 The LESSEE shall at its cost, charges and expenses make such development and improvements in the project site and Port’s assets as may be necessary or appropriate for implementing the project and providing facilities and services, in accordance with the Agreement, and subject to Applicable Laws and Applicable Permits.

3.3 The LESSEE shall not without the prior written consent or approval of the LESSOR use the project site or Port’s assets for any purpose other than for the purposes of the project/the project facilities and services and purposes incidental thereto as permitted under this Agreement or as may otherwise be approved by the LESSOR.

3.4 The LESSEE accepts the possession of the Port's Assets and Project Site on 'as is where is' basis and confirms having;
3.4.1 Inspected the site including the surroundings;

3.4.2 Satisfied itself as to the nature of the climatic, hydrological and general physical conditions of the site, nature of the ground and subsoil, the form and nature of the site etc.;

3.4.3 Obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Lessee and its rights and obligations.

3.4.4 Satisfied itself of the rights of the LESSOR to enter into / execute the present Lease Deed.

3.5 The area shall be taken over by the LESSEE within 18 (Eighteen) months of issue of Letter of Intent/Award or within 7 (Seven) days of receipt of last such clearance for commencement of construction such as Environment/CRZ/other statutory Clearances whichever is earlier. The said period of 18 months is extendable by the Port at its discretion for valid reasons to be recorded in writing, particularly if Environment/CRZ/other statutory clearances are delayed due to no fault of the LESSEE.

3.6 The Leased Area can be taken back at any time by the LESSOR before the expiry of the Lease period, if required by the Central Government in National Interest or by the Port for its own use, with six months notice and on payment of compensation, to be calculated in accordance with law in force at the relevant time. However, if the Lease is terminated for not complying with the conditions of the Lease Agreement or any default of the LESSEE, the LESSEE shall not be entitled to any compensation at all.
3.7 The area leased by the Port as demarcated in a Plan attached is to be utilized only for the purpose of construction of marina and providing related services like repairs to crafts, their bunkering and other ancillary facilities. The LESSEE shall submit his plans of the services he wishes to provide and obtain the approval of the Port. No services other than that associated with Marinas will be allowed in the area Leased by the Port and the Port's decision on whether a particular activity is permissible or not will be final and binding on the LESSEE. However, the LESSEE is free to create any other facility in the adjoining land area owned/acquired by it (not belonging to the LESSOR) for which all necessary permits will have to be obtained by it from the respective State/Central/Local Authorities.

3.8 The LESSEE shall not, without the previous consent in writing of the LESSOR assign, sub-let, mortgage or in any other manner transfer the leasehold rights, title or interest therein.

3.9 This Lease may be terminated by mutual agreement at any time during the currency of the Lease period by giving six months notice by either parties.

4. Performance Guarantee

4.1 The LESSEE shall for the performance of its obligations submit an unconditional and irrevocable Bank Guarantee, in favour of the LESSOR, substantially in the form set forth in the bid document (Performance Guarantee). The Performance Guarantee shall be for a sum of Rs.80 lakhs (Rupees Eighty Lakhs Only) which shall be kept valid and in force by the LESSEE throughout the Lease Period. In case the LESSEE submits a Bank Guarantee with validity less than 30 years, the LESSEE shall ensure the said Guarantee is renewed/extended/kept alive before the expiry date.
4.2 The LESSOR shall be entitled to encash the performance guarantee after giving fifteen days notice for any breach in contract by the LESSEE, in order to take remedial action.

4.3 The LESSEE shall be liable to restore the Performance Guarantee to the full amount in case of part encashment of the same by the LESSOR. This shall be done within 30 days of any such part encashment.

4.4 Failure on the part of the LESSEE to provide a valid Performance Guarantee and/or restore and maintain the performance guarantee shall entitle the LESSOR to forthwith terminate this Agreement.

5. Project Implementation

5.1 It will be responsibility of the LESSEE to get Pollution, Environment, CRZ and other statutory clearances from the respective authorities. Evidence of obtaining the clearance shall be submitted to the LESSOR before commencement of construction.

5.2 The Leased area shall be taken over by the LESSEE in its present condition and subject to all defects including sub soil conditions on an ‘as is where is’ basis. The LESSEE shall carry out all studies like geotechnical studies, model studies, flow conditions etc. at their own cost and submits reports to the LESSOR.

5.3 The LESSEE shall submit their project details, designs and drawings to the LESSOR, and get their clearance before commencing the work. Before commissioning of the project facilities, the LESSEE shall certify that the work executed is according to the drawings, designs and specifications submitted by the LESSEE from time to time.
5.4 The Project shall be implemented in accordance with the details submitted in Bid Document and Technical Proposal dt.16/08/2010, entirely at the cost of the LESSEE. Any deviation from this shall be with the approval of the LESSOR.

5.5 The LESSEE shall commence the project work within 2 months of handing over the site. Construction activity shall be completed within 24 months after commencement.

5.6 In the event of the LESSEE’s inability to complete the construction within the stipulated time due to ‘Force Majeure’ conditions, an application for extension of the period of 24 months may be made to the LESSOR and the LESSOR may grant such extension for such period as in the opinion of the LESSOR is reasonable. The decision of the LESSOR as to whether the ‘Force Majeure’ existed or otherwise and the period of extension to be granted, shall be final and absolute and this discretion shall not be contested by the LESSEE. However, the Lease Period will remain unchanged nor there will be any reduction in the Lease Rent.

5.7 Capital dredging and maintenance dredging shall be carried out by the LESSEE at their cost. The dredged spoil shall be dumped only at a place indicated by the LESSOR. All necessary precautions should be exercised by the LESSEE during dredging operations so as to ensure that minimum damage is done to the environment. Salvaging of any debris/structures/obstructions both under and over the water shall be the responsibility of the LESSEE. Any valuable materials, antiques, received by the LESSEE shall be handed over to the LESSOR.
5.8 The LESSEE shall make its own arrangement for power and water supply during construction and operation of the facility.

5.9 The LESSEE shall carry out the work using best Engineering practices. While carrying out the work, the LESSEE shall adhere to all relevant laws and provisions thereof as applicable from time to time and shall not violate any regulations. In the event of any non-compliance with relevant law by the LESSEE or any breach thereof, the sole responsibility therefor shall be of the LESSEE.

5.10 The LESSEE shall take all precautions to avoid any inconvenience to the public in the neighbourhood and in the event of any claim made by any person, the LESSEE shall indemnify and keep indemnified the LESSOR in respect of such claims.

5.11 The LESSEE shall within 24 hours of occurrence of any accident at or about the site or in connection with the execution of the work, including its employees / workmen, report such incidents to the Secretary / MPT. The LESSEE shall also report such accidents to the competent authorities, such as, police department, Inspector of Dock Safety, etc. to whom such report is to be legally submitted.

5.12 The LESSEE will be responsible for any damage to property / loss of life caused on account of his negligence.

5.13 The LESSEE shall ensure that reclamation, if any in connection with the proposed work does not adversely affect the prevailing depth in the Port Limit. The same must be maintained by suitable dredging by LESSEE at their cost to the satisfaction of the Deputy Conservator/MPT.
6. Operation and Maintenance

6.1 The LESSEE shall operate, maintain and repair the facilities and services entirely at its risk and cost, charges and expenses and risk, consistent with the site conditions.

6.2 The LESSEE shall obtain all necessary permits from Central / State / Local Authorities as may be necessary, for operation and maintenance of the facility. The clearances to be obtained inter-alia, includes clearances from Navy, Immigration Authorities, Ministry of Environment and Forest, Customs, Goa State Coastal Zone Management Authority, Goa State Pollution Control Board, etc.

6.3 The LESSEE shall make its own arrangements for security and also abide by security regulations / procedures prescribed by the LESSOR or any Government Authority from time to time.

6.4 The LESSEE shall be responsible for defending and satisfying any claim, action, suit or proceedings by any third party alleging violations and loss, destruction, or deterioration of property, goods, environment etc. due to the construction/operation of the facility and the LESSEE shall indemnify, save and hold harmless the LESSOR, its officers, employees, agents and representatives against all claims which may be asserted against or suffered and legal fees incurred.

6.5 The LESSEE shall take all precautions to ensure that barge movements are not affected during the construction as well as operation period of the Marina.

7.0 Payments to the LESSOR
7.1 The LESSEE shall pay lease charges for an area of 1,00,000 (One Lakh) square meters or the actual area put to use whichever is higher, which includes the area extending to foreshore / water area within the Port’s jurisdiction. The lease rent payable will be Rs.48.75 (Rupees Forty Eight and paise Seventy Five Only) per 10 square metres or part thereof, per calendar month or part thereof. An escalation of 2% per annum will be payable by the LESSEE. Any other applicable levy as decided by TAMP or any other Authority shall also be payable by the LESSEE. All Taxes including Service Tax and other taxes as the case may be shall also be payable by the LESSEE.

7.2 The Lease Rent for the first year shall be payable in advance on the date of taking over the area failing which the LESSOR will be entitled to encash the performance guarantee and terminate the Lease Agreement.

7.3 All taxes, duties payable to any authority shall be payable by the LESSEE.

7.4 The LESSEE shall pay interest @ 15% per annum for any delayed payment or other charges payable to the LESSOR, provided that such delayed payment does not exceed six months from the date the amount becomes payable to the LESSOR under the Agreement. Failure to make the payment within the stipulated period may lead to termination of the Agreement.

7.5 Crafts using the port waters/channel will be charged port dues, pilotage and other charges as per Scale of Rates approved by TAMP. Prior approval of the Deputy Conservator of the Port has to be obtained for this purpose.

8. Miscellaneous

8.1 The LESSEE will be responsible for its own employees and no liability for their employment will be borne by the LESSOR;
8.2 The LESSEE shall permit the LESSOR or its agents to inspect the Leased Area at any reasonable time with prior notice to the LESSEE or its representative.

8.3 On termination of the Lease or on expiry of the Lease Period, the LESSEE shall

8.3.1 Hand over peaceful and vacant possession of the premises free of any encumbrance whatsoever.

8.3.2 Within 90 days from expiry of Lease Agreement, remove from the premises all moveable assets belonging to it failing which the LESSOR shall carry out the work at the LESSEE’s cost.

8.4 The LESSOR may call upon the LESSEE to enter into any Supplementary Agreement as considered necessary by the LESSOR, from time to time, in respect of any matters not provided in the Agreement and the LESSEE shall co-operate in this regard.

8.5 Any disputes between the LESSEE and LESSOR arising from or in relation to or in connection with this Agreement shall be settled in terms of the provisions of the Arbitration and Conciliation Act 1996 as amended or substituted or modified from time to time.

8.6 The LESSEE shall also abide by any additional instructions issued by the LESSOR, if any, in terms of the existing rules and regulations, which are not stipulated in the Agreement.
8.7 The LESSEE is free to fix and levy its own charges for the services offered by the LESSEE.

8.8 The crafts using the Marina shall be registered with the port and/or any other relevant authorities at the prescribed charges.

8.9 This Agreement will be governed by the Laws prevailing in force in India from time to time.

8.10 Three times of the average annual rent works out to Rs.2,53,93,590/- (Rupees Two crores fifty three lakhs ninety three thousand five hundred and ninety only) (inclusive of escalation, levy and all taxes). Accordingly, stamp duty of Rs.5,95,000/- (Rupees Five lakhs ninety five thousand only) has been paid on this lease deed, which is paid by LESSEE.
SCHEDULE

All that foreshore water area of 1,00,000 square meters waterfront area within the Port’s Limits at Northern Bank of the Zuari river for creating Marina facility for small crafts, pleasure boats, yachts etc. touching the area surveyed under the survey No.23, 24 and 25 of Village Nauxem, within the Jurisdiction of village Panchayat of Curca, Tiswadi Taluka, North Goa District, Goa.

Delineated in the plan hereto annexed, bounded on the North by property bearing Survey No.23 and 24; on the South by Zuari River; on the East by Zuari River waters; on the West by property bearing Survey No.25; Land Registration % Mutua Panna NIL.
IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands at Mormugao Goa on the day and year first hereinabove written.

SIGNED & DELIVERED BY

THE WITHIN NAMED LESSOR
MORMUGAO PORT TRUST BY ITS CHAIRMAN
SHRI PADMA CHARAN PARIDA

For MORMUGAO PORT TRUST

(PADMA CHARAN PARIDA)
CHAIRMAN

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SIGNED & DELIVERED BY
THE WITHIN NAMED LESSEE
KARWAL CONSTRUCTIONS PRIVATE LIMITED BY ITS
EXECUTIVE DIRECTOR SHRI SAGAR ARVIND SHAH

For KARWAL CONSTRUCTIONS PRIVATE LIMITED

(SAGAR ARVIND SHAH)
(EXECUTIVE DIRECTOR)

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[Signature Image]

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WITNESS 1

[Signature]

(SHRIDHAR KORI)

WITNESS 2

[Signature]

(A. J. LOKHA-NDE)

MORMUGAO PORT TRUST

KARGWAL CONSTRUCTIONS PRIVATE LIMITED

Centre for Environment, Health & Safety
Annamalai University
Kargwal Constructions Private Ltd.

Calculation of Lease rent and Stamp Duty

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Stamp Duty is 1/3rd of duty payable on recosideration, equal to 3 times the average rate.

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EXTRAORDINARY
भाग II—खण्ड 3—उप-खण्ड (1)
PART II—Section 3—Sub-section (i)
काशी नगरपालिका से प्रकाशित
PUBLISHED BY AUTHORITY
No. 294)
NEW DELHI, WEDNESDAY, MAY 24, 2000
YAJITHA 3, 1922
मान-पूर्तिल परिवहन मान्यता
(व्यापारी परिवहन)
(पत्रकार पहल)
अधिसूचना
खण्ड, नवंबर, 24 नवंबर, 2000
साक्षरता 198(अ.)— महाराष्ट्र न्याय अधिनियम, 1963(1963 का 36) ने धारा 2 के
अनुसार (व) के साथ पोषित मान-पूर्तिल परिवहन अधिनियम, 1902 (1902 का 15) ने धारा 4
d्वारा प्रदत्त संरचनाओं का प्रयोग करते हुए और नाला सफाई,जल-पूर्ति परिवहन मान्यता
(परिवहन पहल) की अधिसूचना 60 सालपूर्वक 90, तारीख 3 अगस्त, 1979 का
अधिनियम 198(अ.) के हुए, केंद्र सरकार एनदीसी कहती है कि उसे अधिनियमों के
प्रयोगों के प्रति 'मान-पूर्ति' परिवहन की सीमाएँ नियामित होंगी। अभावित:
क. पूर्णांक हस्ताक्षर

उत्तर में: अर्थात 15°27'30" तक समानांतर रेखा के साथ थ्रीक परिषद में देशान्तर 73°37'30" पूर्व में एक बिंदु तक।

परिषद में: दक्षिण-पूर्व दिशा में अर्थात 15°27'30" तक और देशान्तर 73°37'30" पूर्व में
एक स्थान से अर्थात 16°20'30" देशान्तर 73°37'30" पूर्व की सीमा तक।

दक्षिण में: दक्षिण पूर्व में अर्थात 15°20'30" देशान्तर 73°36'30" पूर्व की सीमा तक और
अर्थात 15°20'30" के समानांतर उस बिंदु तक जो भारतीय रेखा को सीमा है।
THE GAZETTE OF INDIA : EXTRAORDINARY

PART II—SEC. 3(I)

MINISTRY OF SURFACE TRANSPORT
( Deborah of Shipping)
(PORTS WING)
NOTIFICATION

New Delhi, the 24th May, 2000

G.S.R. 488(E)—In exercise of the powers conferred by section 4 of the Indian Ports Act, 1963 (15 of 1963), read with clause (q) of section 2 of the Major Port Trusts Act, 1963 (38 of 1963), and in supersession of the notification of the Government of India, Ministry of Shipping and Transport (Transport Wing), GSR No. 90, dated 8th January, 1973, the Central Government therefore declares that the extent of the limits of the Port of Mormugao, for the purpose of the said Acts shall be as follows, namely:

A—MORMUGAO AREA

On the North—From a point on the coast in the parallel of latitude 15° 27'30" N. due West along the same parallel to the point in longitude 73° 39'30" E.
On the West - From the position in latitude 15° 27' 30" N. and longitude 73° 37' 30" E. in South East direction to position in latitude 15° 20' N. longitude 73° 39' 30" E.

On the South - From the position in latitude 15° 20' N. longitude 73° 39' 30" E. due East along the parallel of latitude 15° 20' N. to a point where this parallel meets the coast.

On the East - All the waters of the River Zuari, West of Agaaim - Cortalim Ferry (Excluding the ferry and the landing stages).

BETUL AREA

On the North - From a point on the coast in the parallel of latitude 15° 12' N. due West to where the parallel meets the ten fathom line.

On the West - The ten fathom line.

On the South - From a point on the coast in the parallel of latitude 15° 5' N. due West to where the parallel meets the ten fathom line.

The above mentioned limits shall include all wharves and other works made on behalf of the public for convenience for traffic of vessels, or for the improvement, maintenance or good government of the Port and its approaches whether within or without high-water mark and subject to any rights of private property therein, any portion of the shore or bank within fifty yards of high-water mark.

[F. No. PR-23018/205-PG]
K.V. RAO, I. Secy

Chief Engineer

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and Published by the Council of Public Art, Delhi 160014.
## MORMUGAO PORT TRUST

The Proceedings of the 24th Board of Trustees', 4th meeting held on Wednesday, 8th September, 2010 for transaction of the following business:

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Certified true copy

[Signatures]
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OTHER ITEMS

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Certified true copy
Item No. 7  Sub: Tender No. CE/81/2009 - Lease of Waterfront Area for Development of Marina Facilities on the Zuari waterfront.

Vide Board Resolution No.69 dated 24/09/2008, the Board had accorded approval to the proposal for "Augmenting National Terminal Port Infrastructure/Creating Bulk Cargo Handling Facilities/Ship Building/Cruise Terminals/Non-Cargo Shipping Terminals/Marinas/Dry Docks/Graving Docks/ Ship Repair/Barge Repair facilities/Barge Base/Ferry Terminals, etc. on the Zuari Waterfront and/or land West of Cortalim Bridge and other Water and land areas, falling within MPT Limits, also including Betul".

2. Accordingly, general Expression of Interest was invited from interested and competent parties for creating the above stated infrastructure. In response to the NIT for Expressions of Interest, 14 firms had submitted their offers. The same was informed to the Board vide Table Paper-IV on 26/12/2008.

3. In response to the above stated "Expression of Interest", two firms had indicated that they would be interested in setting up of Marinas or similar facility. Therefore, vide Board Resolution No.120 dated 25/02/2009, Board’s approval was obtained to invite offers from potential investors for setting up development of Marina, by placing advertisement in the press for leasing out waterfront area on long terms basis - upto 30 years, as per Land Policy of Major Ports 2004. Accordingly, bids were invited for "Lease of waterfront areas for Development of Marina facilities", in September, 2009.

4. Pre-bid meeting with potential investors was held on 05/11/2009. In response, 8 parties attended the pre-bid meeting. MPT’s response to the queries raised during the pre-bid meeting was sent to all the parties, as well as displayed on our Website. However, some of the queries pertaining to revised Scale of Rates for foreshore and water area beyond Vasco Bay were not replied in view of pending approval of TAMP to MPT's Scale of Rates. In view of delay in Notification of Scale of Rates by TAMP for charges for occupation of foreshore water and land areas and also on requests made by prospective bidders, the due date for submission of bids was extended from 27/11/2009 to 15/01/2010, and further extended to 15/03/2010, 15/04/2010, 07/05/2010, 26/05/2010, 14/06/2010, 16/07/2010, 06/08/2010 and 16/08/2010.
5. TAMP notified the Scale of Rates (i.e. charges for occupation of foreshore land beyond Vasco Bay waterfront) in the first week of June, 2010. As per the Scale of Rates, charges for occupation of foreshore land for locating barge building/repair workshops or any other industry beyond Vasco Bay up to Port limit works out to Rs. 43.50 per 10 sq.mtrs. or part thereof, per calendar month or part thereof. As per bid document, two locations have been identified for constructions of Marinas, one on the Southern bank of river Zuari and the other on the Northern bank of river Zuari. The total area proposed to be leased for each location is minimum of 1,00,000 Sq.mtrs. The lease rent shall be paid for a minimum area of 1,00,000 sq.mtrs. or the actual area put to use, whichever is higher, on an yearly basis, in advance each year. This was stipulated, as the water area alone is being offered on lease rent by MPT, with no adjoining land, or even any other facilities. Hence up-front lease rent cannot be expected from the lessees.

6. As per Clause No.3 (v) of the Bid document, Instructions to Applicants, it was initially stated that the Lessee shall pay lease charges for the entire 30 years period on an upfront basis. These charges were initially stipulated to be paid prior to signing of the Agreement. An escalation rate of 2% on lease rent and discount rate equal to 6% was to be applied for arriving at upfront amount payable by the lessees. However, in view of the requests from potential investors during the pre-bid meeting held on 05/11/2009, and keeping in view the extremely limited potential user of the water area alone, this clause has been amended, and the same has been conveyed to the bidders vide Corrigendum published on 13/07/2010 in the newspapers, and was also informed to all the potential bidders and displayed on the MPT Website. The upfront lease payment has not been insisted upon as the project becomes completely unviable if the same were to be applied. The MPT is giving only water and foreshore areas on lease, and no land at all. Further the said water areas are far away from the Port operational lands and water areas, and of no use to the Port at all. In fact, one area is on the northern banks of the river Zuari, which we recently discovered comes within our jurisdiction.

7. Amendment made to the above clause is generally as under:

"Lease period is for 30 years. Lease rent shall be paid for a minimum of 1,00,000 sq.mtrs. or the actual area put to use, whichever is higher. The actual development activities should be restricted to this area. In addition, an escalation of 2% per annum"
on the lease rent will be applicable. Further, pension levy of 7% will be payable on the gross amount payable by the lessee till such levy is applicable as per TAMP orders. Applicable service taxes will also have to be paid. The lease amount shall be paid in advance every year, from the date of taking over the water area, which will not exceed 18 months from the date of allotment, or the extended period as decided by MPT*.

8. Para 1.2.4 of Instructions to Bidders was further amended and the bidders were informed that the minimum lease rent to be offered by the bidders shall not be less than Rs.43.50 per 10 sq. mtrs., or part thereof per calendar month, or part thereof. Bids offering rate less than the minimum lease rent will not be considered. Environment Impact Assessment (EIA) and other CRZ clearances shall be obtained by the bidder from the concerned authorities. A maximum period of 18 months from the date of award is available to the successful bidder for taking over the possession of water area/freshore, unless extended by the Port on a mutually acceptable basis. Board’s approval has been obtained for the above stated amendment/corrigendum and date of extension, vide Board Resolution No. 34 of 16/07/2010.

9. On 16/08/2010, in all 4 bids were received from the following firms for two locations i.e. Northern Bank of river Zuari and Southern Bank of river Zuari.

<table>
<thead>
<tr>
<th>Name of the Firm</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) M/s. Kargwal Constructions Pvt. Ltd., Mumbai</td>
<td>Northern Bank</td>
</tr>
<tr>
<td>(ii) M/s. Esquire Shipping and Trading Pvt. Ltd., Navi Mumbai</td>
<td>Northern Bank</td>
</tr>
<tr>
<td>(iv) M/s. Fadte Marine Services, Vasco, Goa.</td>
<td>Southern Bank</td>
</tr>
</tbody>
</table>

10. All the above firms are fulfilling the eligibility criteria stipulated in the bid document. Technical proposal submitted by them is satisfactory and acceptable. They have submitted all the required details in the technical proposal. Tender Committee’s Recommendations for opening the Price Bid and Departmental Scrutiny Report is duly approved by the Chairman (copy enclosed as ANNEXURE - I).
11. The Comparative Statement of the lease rent quoted by the bidders is as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Bidders</th>
<th>Lease Rent Quoted</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M/s. Kargwal Constructions Pvt. Ltd., Mumbai</td>
<td>In figures Rs.48.75 per 10 Sq. M. per Month and in words Rupees Forty eight and paise seventy five only per Sq. M. per Annum.</td>
<td>Less than minimum lease rent stipulated in the tender. Northern Bank.</td>
</tr>
<tr>
<td>2</td>
<td>M/s. Esquire Shipping and Trading Pvt. Ltd, Navi Mumbai</td>
<td>Rs.45.00 per Sq. M. Per annum i.e. Rs.37.50 per 10 Sq.M. per month</td>
<td>Less than minimum lease rent stipulated in the tender. Northern Bank.</td>
</tr>
<tr>
<td>3</td>
<td>M/s. Yacht Haven (Goa) Pvt. Ltd. Mormugao Goa</td>
<td>Rs.48.50 Per 10 Sq. M. Per Month</td>
<td>Highest Lease Rent for Southern Bank of River Zuari</td>
</tr>
<tr>
<td>4</td>
<td>M/s. Fadte Marine Services, Vasco, Goa</td>
<td>Rs.44.50 Per 10 Sq. M. Per Month</td>
<td>Southern Bank</td>
</tr>
</tbody>
</table>

12. It was observed that M/s. Kargwal Constructions Pvt. Ltd., Mumbai, in its financial proposal, mentioned two different units i.e. in the figures it is mentioned as Rs.48.75 per 10 Sq. M. per month, and in words it is mentioned as Rupees Forty eight and paise seventy five only per Sq. M. per annum. As per normal practice, rate quoted in words always prevails over the rate quoted in figures i.e. Rs.48.75 per Sq. M. per annum i.e. Rs. 40.625 per 10 Sq. M. per Month, which is less than minimum lease rent stipulated in the tender. Therefore rate quoted by them appears to be not acceptable. Other offer received for northern bank is of M/s. Esquire Shipping and Trading Pvt. Ltd, Navi Mumbai. Lease rent offered by them is Rs.45/- per Sq. M. per annum. When converts into per 10 Sq. M. per month, rate is Rs. 37.50 per 10 Sq. M. per month, which is less than minimum lease rent stipulated in the tender. Therefore, the financial proposal submitted by both the firms were not acceptable.

Trading Pvt. Ltd, Navi Mumbai, with a request to re-submit second price cover, with condition that they may submit revised offer not less than earlier quoted offer dated 16.08.2010. Tender Committee's recommendations were duly approved by the Chairman on 20.08.2010, copy of the same is enclosed herewith as ANNEXURE - II.


15. Comparative statement of second price cover, which in reality appears to be a proper statement of the bids quoted earlier is as under:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Bidders</th>
<th>Lease Rent Quoted</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M/s. Kargwal Constructions Pvt. Ltd., Mumbai</td>
<td>Rs.48.75 per 10 Sq. M. per month</td>
<td>Highest Lease Rent - for Northern Bank</td>
</tr>
<tr>
<td>2</td>
<td>M/s. Esquire Shipping and Trading Pvt. Ltd, Navi Mumbai</td>
<td>Rs.45.00 per 10 Sq. M. per month</td>
<td>Second Highest Lease Rent - For Northern Bank</td>
</tr>
</tbody>
</table>

16. Tender Committee met on 30.08.2010 and recommended acceptance of offer of M/s. Kargwal Constructions Pvt. Ltd., Mumbai at Rs. 48.75 per 10 Sq. M. or part thereof per calendar month or part thereof for northern bank of River Zuari for Chairman's and Board's kind acceptance.

17. On approval by the Board the successful bidder shall be required to sign a lease agreement with the port. The bid documents and any addenda issued in accordance with Clause 1.9 i.e. all clarifications and corrigendum will form part of the Agreement. The lease agreement is expected to be signed within four weeks of issue of letter, i.e. issue of the letter / offer of award after Board's approval.

18. Some of the important Clauses of the Bid document are listed in enclosed ANNEXURE-III.

19. The award of lease for the two areas of 100,000 sq. mtrs. of only water and foreshore area, is of areas which are well outside the port operational areas, and are of absolutely no use to the port, nor are they likely to be of any use in view of their isolated location, low water
depths, far away from the navigational channel of the Port, and even at a fair distance from the navigable barge channel of the river Zuari. The land contiguous to the impugned water areas belongs to private parties, and access to the same is not available from the land side to MPT. Conserving and managing these water areas, and saving them from encroachments and unauthorized / illegal encroachments / reclamation, is going to be very difficult for the Port. The best way of retaining out ownership rights is to give them for use to private parties on payment of lease rentals. The leasing of these water and foreshore areas against payments of rentals, reinforces MPT’s rights over the same, and will help us in giving away adjoining areas on similar terms in future.

20. The price discovery is by an open Tender, on the reserve price fixed as the TAMP rates for Port lands. The bids are 11.5% over the reserve price. In fact, it is interesting to note that in the proposed new “Land Policy”, which is at the draft stage, the Ministry has proposed that rentals for the water areas should be 50% (half) of the land rentals. Whereas, in the instant case we have kept the reserve price as the same as the TAMP rentals, and still received Bids of 11.5% over the reserve price.

21. The award of the Tenders is allowable under the Land Policy, in which Board is allowed to give on lease for the first 30 years, operational lands after proper tendering.

22. Board’s kind approval is requested to;
   (i) Accept the offer of M/s. Yacht Haven (Goa) Pvt. Ltd., Mormugao Goa, amounting to Rs.48.50 per 10 Sq. M. or part thereof per calendar month or part thereof for southern bank of River Zuari.
   (ii) Accept the offer of M/s. Kargwal Constructions Pvt. Ltd., Mumbai amounting to Rs.48.75 per 10 Sq. M. or part thereof per calendar month or part thereof for northern bank of River Zuari.
   (iii) Enter into an agreement with above bidders to carry out their responsibilities in respect of the project subject to sanction of Ministry of Shipping.

Sd/-
FA&CAO  Sd/-
CHIEF ENGINEER  Sd/-
SECRETARY

[Signature]

[Signature]
7.1 Chairman informed that the subject work is concerning the construction and development of the much needed Marinas within MPT Notified limits on the Northern and Southern Banks of the Zuari river. He said that for over 2 years now, MPT has been attempting to facilitate setting up Marinas, as repeatedly directed by the Ministry of Shipping and the Ministry of Tourism, Col. He said that this is an initiative on MPT’s part to support the tourism activities in Goa. Chairman said that the earlier efforts are now finally culminating successfully. He showed a power point presentation about the Marinas, and stated that Maharashtra Maritime Board (MMB) is also going ahead in full swing with their project of developing a Marina near about Mandva, in Alibagh. He showed on Power Point Presentation the 3 – 4 sites within MPT notified limits, where the Marinas and other similar activities can come up. He said that the entire Zuari waterfront on the Northern bank of river Zuari between Cortalim Bridge and Dona Paula comes under the jurisdiction of MPT, and the two Marina locations are away from the Port’s immediate operational areas. The first site is on the Northern Bank of Zuari, just below Aldia de Goa, and the second site is on the Southern Bank of Zuari at Sancoale. He further said that both these areas are not suitable for cargo handling purposes, but are excellent locations for Marinas, which is a Marine activity to be encouraged and facilitated by the Port, and the land contiguous to these water areas does not belong to MPT.

He said that therefore it is best to let out the water areas for marinas. He said that MPT is a public charitable institution, as it is for the benefit of the people of Goa, and letting out the water areas belonging to MPT for Marinas will provide a boost to the tourism activities of the State. Chairman pointed out that there was a mistake in the draft resolution to the extent that it was mentioned in the proposal that the Port will enter into an agreement with the bidders subject to sanction of the Ministry of Shipping. He said that as per the Land Policy for Major Ports, the Board is authorized to give even lands on long term lease for 30 years after proper tendering, provided the lands are not operational Port lands. He said that in the instant proposal, we are considering an instance of tendering the water areas alone, where the abutting lands do not even belong to MPT, and there is only a public access to the water areas under consideration. He said that under both, i.e. the existing land policy for Major Ports enumerated in 2004, and the proposed Land Policy enumerated by the MoS recently, Land outside the Customs Bound Areas, can be given on 30 years lease by the Board itself. MoS approval is not required. Hence the Agenda Notes and the proposal stand corrected to this extent.
7.2 While on the subject, Chairman then showed the area where other Port projects, i.e. Container Terminal at Vasco, and West of Break Water project, and the marinas would come up. He informed that both the bidders who are H-1 for the respective water areas, have prepared detailed reports, especially Shri Umaji Chowgule, who has tied up with companies abroad, and they are keen to take up the project of developing marinas. Chairman said that the first marina in the country would come up in MPT, and all the necessary clearances from various agencies would have to be obtained by the operator, and the Port would assist them to get the environment clearances. Chairman said that he has been informed that both the operators are going to appoint NIO (National Institute of Oceanography), Goa, as their Consultants for Environment and CRZ clearances, and expected that the Marina to be operated by Shri Umaji Chowgule of Yacht Haven, who is a keen yachtsman himself, is going to be the best Marina in the country. He said that one of the aspects of environment clearance concerns NOC from the Indian Navy. He then showed the structural designs of the proposed marina submitted by Shri Umaji Chowgule of Yacht Haven, where the land belongs to them, and they would reclaim certain water area, which is allowed subject to environment clearance. They will be constructing a break water, or 2 breakwaters for providing the necessary sheltered and tranquil waters. He then showed the location of the Marina coming up on the Northern bank of the Zuari river, just below the hill, where the operator is going to put up a break water, and also construct the jetties for the yachts, and the approach to this Marina is by a public road coming from the Goa University end, and the land would be acquired by the operator.

7.3 While continuing with the presentation, Chairman showed a site where the barge bunkering facility and dry docks are proposed by Shri Atul Jadhav, Hon'ble Trustee, and expressed concern about expeditious processing of the proposal, and desired to have a joint site inspection soon. He also felt that the project will have to be tendered out in accordance with the Land Policy Guidelines, as has been done for the Marinas. He requested Dy. Chairman to further clarify on the issue.

7.4 At the request of Chairman, Dy. Chairman informed that the issue was discussed internally so far as the proposal of Shri Atul Jadhav is concerned, and it is better to go for price discovery by open bidding process, as has been done for the 2 Marinas, and suggested that the
Board may take a policy decision to call for Expressions of Interest for the entire land/foreshore areas from the interested operators, for various activities like barge repair, ship repair, ship building, dry dock, etc. and then go for open tender, and make different zones for different activities, and whoever gives the highest bids, that party would be selected. He further made it clear that Port cannot process applications from a single party on nomination basis, as per the Land Policy guidelines notified by the Govt. of India. He also felt that the entire process might take about 3 - 4 months for finalization of bids, etc.

7.5 While on the subject, Shri Jadhav said that the person who has approached the Port for barge bunker facility is the owner of land next to the water areas belonging to Port. To this, Dy. Chairman suggested that the above said person can bid along with the other parties and make it clear that an individual who is owning the land can bid for various activities like barge repair, bunkers, ship building, etc. on the Northern and Southern Banks of the Zuari River, for the water areas of the Port.

7.6 While supplementing the views expressed by Dy. Chairman, Chairman clarified that for the use of all these water areas, the Port would invite Expressions of Interest calling for their individual proposals, then tender it out. He quoted an example where one individual may have expertise, and can tie up with the other individual owning land, and said that the number of barges in Goa are so high, that even creation of 10 dry docks would not be sufficient. Dy. Chairman stated that the Port has to utilize the water areas belonging to MPT, and the Board may take a decision to call for Expressions of Interest for various activities.

7.7 While discussions were in progress, Cmde. Chhabra desired to know whether any conditions pertaining to security aspect have been incorporated in the tender document for the Marinas, or raised during the discussions, which have taken place at the time of allotment of water areas for Marinas. He also desired to know who will be overall responsible for the security aspect.

7.8 Chairman said that first time when the limits of Mormugao Port were notified during the erstwhile Portuguese Rule, the Mormugao Port was then run by a Consortium of the Portuguese Junta Government and the British Railways, and the Port limits had to be notified for the purpose of Customs and recovery of wharfage. When the Port limits were notified, they included Aguada also, where the passengers and cargo
Note of discussions at the meeting.

were off loaded, so also Betul and entire Mormugao coast beginning from Zuari and entire Northern Bank of Zuari upto Dona Paula. Chairman further said that when Goa got liberated in 1961, the entire Mormugao Port was taken over by the Central Government, and the entire jurisdiction of Port limit was under the Central Government, including Aguada Bay. Navy also had its separate jurisdiction, which was different from MPT limits. When the Major Port Trusts Act was notified in 1963, the Mormugao Port was declared as one of the 12 Major Ports in 1964, and under the Indian Ports Act, 1908 the limits of Mormugao Port were duly notified. Aguada was removed from the Port limits in 1963, and given to the State Administration, which was a Union Territory at that time, and the entire Zuari River Waterfront, West of Cortalim Bridge, and Betul were retained as coming under the ownership of MPT.

7.9 Chairman, while continuing his submissions, stated that when the Port issued Public Notices in the local dailies on 25.09.2007 showing the notified MPT limits, these were the same as had been accepted by the State Administration in 1970 in writing, when the matter was taken up between the State Government and the Central Government. At that time the State Administration has given confirmation in writing, that all these land and water areas, as well as foreshore areas, belong to Mormugao Port, and no conditions were attached. When the Port again reiterated the extent of its limits on 25/09/2007, there was lot of displeasure in the State Govt., and they formed a Committee of six senior-most Ministers, which was essentially a GoM (Group of Ministers), who met 4 – 5 times, and apparently made a reference to the Adv. General of Goa, and the results thereof have not been disclosed to us, but the same can be obtained under RTI. He further said that an all party delegation from Goa met the Prime Minister who heard them. We do not know the results of all these efforts by the State Govt., but for the moment the jurisdiction is with the Port. He elaborated that both the water areas, which have been successfully tendered out for the Marinas, belong to the Port.

7.10 Chairman further informed that a letter has been received from the P.A. to Secretary (Ports), mentioning that Dr. Modassir is unable to attend the meeting, and requested that the item be deferred as it is important. Beyond that nothing is said. Chairman clarified that the same will be recorded, and the Board has to go ahead with the allotment of the 2 waterfront areas, which is well within the powers of the Board under
the Land Policy. Chairman further said that there is a Land Policy for Major Ports, which was last announced in 2004, and is presently applicable, and right now the Govt. is working to improve the same, for which a draft Land Policy has already been prepared, which is to be duly notified in the next month or so. All Major Ports are governed by this Land Policy of 2004, and non-operational areas can be given on lease for 30 years by the Board, even for non-Port related activity. He pointed out that the tendering processes for the Marinas have been going on for more than one year now, and the issue has come up in almost all the Board meetings since the last year, and State Govt. has been kept duly informed. The GoG has never offered any comment till now on the Marinas. On the contrary, in the meetings convened by AS&FA, Ministry of Shipping on 2nd April, 2010 and 26th July, 2010 for promotion of cruise tourism, the State Govt. has actively supported the MPT proposal for developing 2 Marinas on the Northern and Southern Banks of the Zuari.

7.11 Dy. Chairman, while joining the discussions, said that Ports should identify the areas for ship repairs and ship building facilities under the Port's jurisdiction, which Port is now going to take up, and Govt. directives are to be complied with as laid down in the Land Policy, under which the Board can give these lands and waters areas belonging to it, for 30 years lease after tendering.

Chairman informed that as per the guidelines from the Govt., Port has to provide for ship repair and dry docking facilities, and the draft Policy says that the Tariff for the water areas should be half the Tariff for the land area. He said that for the present Marinas, the Port has kept the reserve price as per the Scale of Rates, and received 11.5 to 12% above the cut-off price. He said this is a healthy sign, and MPT will earn good revenues for water areas which are not otherwise needed by the Port for its cargo handling operations.

7.13 Capt. Jaykumar desired to know the draft of the vessels coming to the Marinas, to which Chairman replied that it is for the Marina operators to decide, as the water areas are beyond Port's serviceable limits for the moment, and it is for them to look after the security and other aspects in compliance with the Notified Rules and Regulations. He said that with time, we will have a proper navigation channel for Barges and small ships near abouts the middle of the Zuari river, and then the Marina operators can have deeper draft vessels. He further said that the Barge channel should be maintained by the Port, and the ship builders have
recently approached the Port, and they are ready to dredge the channel as per their requirement. Chairman informed that Shri Godbole from M/s. Marman, who is one of the leading ship building experts in the country, recently approached MPT for allotment of a larger area for shipbuilding, and he is ready to maintain the channel.

7.14 Shri Jadhav desired to know whether Port can provide a small jetty for barge repairs, to which Chairman said that generally the Port is reluctant to get involved in such activities, however, the expertise of the Port could be provided, if required. He requested Shri Jadhav to make a proposal to the MPT, giving details of the site, requirement of the Barge Owners, etc. We can then consider.

7.15 While on the subject, Secretary informed that the Ministry of Shipping has displayed the revised draft Land Policy on its website, and has invited views from the public. The Chairman said that a copy of the same may be given to each of the Trustees. As desired by Chairman, a copy of land policy was provided to each Trustee present. Chairman requested the Trustees representing the stakeholders to go through the same and give suggestions, if any, on the same to the MPT as well as the Ministry.

7.16 Cmde Chhabra desired to know about the security aspect at the Marinas, to which Chairman informed that the foreign ships or yachts coming to the Port, cannot be denied entry as they are covered by the United Nations Conventions on Laws of the Seas (UNCLOS), to which India is one of the signatories. However, he also said that if by chance any of the Terminal Operators, or Marina Operators, are not Indian Cos, or are having foreign Cos as partners, then proper security clearance will be required for permitting the operators to carry out their activities. He said that in the present instances, both the H-1 Bidders are Indian Registered Cos, without any person of foreign origin being a shareholder.

7.17 Cmde. Chhabra asked whether once the ship comes to berthing, who is being consulted for security, to which Chairman replied that the security regime prevailing on the coastline of the country will take care, and any ship coming to the Port Marina will be covered by AIS. While intervening in the discussions Dy. Chairman said that the local ships coming to the Marinas will not have security problem, but for any ship of
Note of discussions at the meeting.

Foreign origin, coming to the MPT Marinas, security aspect will have to be looked after by the Marina operator.

7.18 Chairman said that for the pleasure yachts, any foreigner embarking there will have to undergo security checks and other clearances. He further said that as on date, there is a mechanism to deal with such situations by way of immigration and customs clearances. The Marina operators will have to get proper customs notifications for their jetties. To this, Cmde. Chhabra suggested that the security aspects should be factored in, right at the initial stage, else they will be left unattended. Dy. Chairman stated that it is better to incorporate a suitable clause in the agreement, stating that for any vessel coming to the Marinas, the operators have to follow all the rules and regulations of the country, before they allow any ship to take shelter in the Marina.

7.19 While on the subject, Chief Engineer pointed out that in the tender conditions, security aspect is taken care of. When Chairman was referring to the Tender Conditions, it was read out by CE who made it clear, that one of the conditions wherein it has been stated that it is the responsibility of the Marina operator to take clearances from the State and Central authorities, as applicable for the constructions and operation of Marinas. He then requested Capt. Jaykumar to explain how they deal with such situations.

7.20 Capt. Jaykumar informed that as per his understanding, even the Marina would be like a separate terminal like in Gujarat, where the land and water area is of the State, and there are different terminals of independent companies and their Associates. He said that in MPT, WISL though it is independent, the overall control is with MPT, and essentially the Port will have to take a decision on overall control of the Marina, or allow them to be totally independent. He further said that the assessment will have to be done, and accordingly aspects will have to be factored in by the operator. He raised his concern for the separate laning of fishing vessels, and said that if the vessels are small, there will not be any problem, but bigger vessels will create problems for the fishing traffic.

7.21 Chairman applauded the suggestion made by Capt. Jaykumar and informed that the Kharewado Fishing jetty will be moved out in another year and half. He said that hopefully there will be no fishing lane on the Zuari, as there will be no fishing jetty in Vasco, other than the fishing jetty...
at Katem Baina. He further said that small canoes carrying out fishing activities will be using the channel to go to Vaddem, and essentially the Marina operator will be using the Barge channel till it is developed into a full-fledged channel for their use. He said with the coming up of the 2 Marinas, for barge bunkering facilities, ship repair facilities, etc. a separate channel would be required for all those operators, and the Marina Vessels will not be using the barge channel of the Port. He said that the Port needs to look into all these requirements, and the operational arrangement as stated by Cmde. Chhabra, and instructed Chief Engineer to incorporate suitable clauses in the agreements being prepared.

7.22 There were further discussions on the Agenda item, and the Trustees unanimously concluded that all actions need to be taken by the Board to immediately allot the water areas to the Highest 2 Bidders, and enter into the necessary lease agreements. The Board also decided to authorize the Chairman to execute the Lease Agreements with the successful Bidders, who have been found to be H-1, as per the recommendations of the TAC. The Board also desired full facilitation in the process of expeditiously setting up the Marinas, like Environmental and CRZ clearance, security clearance, etc.

7.23 Before moving on to agenda item no. 8, Chairman made a presentation on the proposed container handling terminal where the area presently occupied by ZIL is required for the container terminal, and also made a presentation on covered domes for coal handling at Berth No. 11.

7.24 The Board unanimously approved the modified proposal, as well as authorized the Chairman for all further acts for constructing and developing the 2 Marinas as per tender.

**RESOLUTION NO. 65 OF 08.09.2010**

7.25 **RESOLVED THAT** the proposal to:

i) accept the offer of M/s Yacht Haven (Goa) Pvt. Ltd. Mormugao Goa, amounting to Rs.48.50 per 10 sq. m or part thereof per calendar month or part thereof for the identified site for a MPT marina on the Southern bank of River Zuari;
Note of discussions at the meeting.

ii) accept the offer of M/s Kargwal Constructions Pvt. Ltd. Mumbai amounting to Rs.48.75 per 10 sq. m or part thereof per calendar month or part thereof for the identified site for the MPT Marina on the Northern bank of River Zuari;

iii) enter into an agreement with each of the above two bidders, to carry out their responsibilities in respect of the project; and

iv) authorise Chairman to enter into the requisite Lease Agreements for a 30 years period, with each of the successful bidders in accordance and compliance with the Land Policy for Major Ports notified by the Central Govt.

be and is hereby approved and recorded with the above observations.
Date: 06.10.2010

Certified copy of Board Resolution of M/s Kargwal Constructions Pvt. Ltd. passed at their Meeting held on 5th Oct, 2010 at the Registered Office of the Company.

Resolved that following Directors jointly constitutes the Board of Directors:

Shri Babulal M. Varma
Shri Bajrangbali M. Varma
Shri Rajendra M. Varma
Shri Tarachand M. Varma
Shri Sagar A Shah

RESOLVED that MR. Sagar A Shah, the Executive Director of the Company be and is hereby authorized to represent the Company in the matter of MPT, Goa, Marina Project (Lease of Waterfront Area for Development of Marina Facilities on North Bank of River Zuari below Alcacia De Go Township) as to enter into and sign the Lease Agreement and other relevant papers/documents, pay Stamp Duty and Reg. Fee with Registrar's Office, further to comply with all the formalities related to the said Work and to take necessary steps, wherever required on behalf of the Company and to liaison/co-ordinate with their Officials.

We certify that the above Resolution is duly passed at the meeting of the Board of Directors of the Company held at B-102, Runwal & Omkar Esquare, Opp. Sion Chimbhati Signal, Sion (E), Mumbai – 400 022 on 5th Oct, 2010 and have been duly signed therein by the authorized Directors and are in accordance with the Articles of the Company and that the company is Private Limited Company.

True Copy

For Kargwal Constructions Pvt. Ltd.

Director

Director

Specimen Sign. of Mr. Sagar A Shah

Kargwal Constructions Pvt. Ltd.
Office of Sub-Registrar Ilhas/Tiswadi
Government of Goa

Print Date & Time: 25-10-2010 12:15:30 PM

Document Serial Number: 3035

Presented at 11:38:00 AM on 25-10-2010 in the office of the Sub-Registrar (Ilhas/Tiswadi) along with fees paid as follows:

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Sagar Arvind Shah presenter

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Executant

Endorsements

1. Padma Charan Parida, S/o Monamohan Parida, Married, Indian, age 53 Years, Service, r/o Upper Jetty, Sada Goa. Chairman of Board of Trustees of the Mormugao Port

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2. Sagar Arvind Shah, S/o Arvind M. Shah, Married, Indian, age 36 Years, Service, r/o Pune, Maharashtra Director of M/s Kargwal Constructions Pvt. Ltd. Pan no. AADCK18530

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Identification

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