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PART II - Advertisements, Notices

Notice

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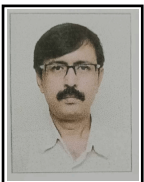
By Order,
Public Enterprises &
Industrial Reconstruction Department
Government of West Bengal

THE KOLKATA GAZETTE, EXTRAORDINARY, January 06, 2024

Application for Publication of Public Notice

I SUBHRA KAMAL DHAR, son of DIPAK DHAR R/o FLAT 3A,45,DUM DUM PARK,KOLKATA- 700055, have been authorized by the SYAMA PRASAD MOOKERJEE PORT,KOLKATA to publish the Rules & Regulations as per the enclosed text matter.

It is certified that, I on behalf of SYAMA PRASAD MOOKERJEE PORT,KOLKATA have complied with all other legal requirements in this connection.



The information published in this Gazette Notification has been provided by me, this is true & correct to the best of my knowledge and belief.

If any legal issue arises in this regard at any stage, I shall be personally responsible for any consequences arising therefrom.

Notification

The



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SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Schedule of Rent for Land and Buildings

In exercise of the powers conferred under Section-27 Sub-Section-1(b) of The Major Port Authorities Act, 2021, the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata, (SMPK) resolved to sanction the Schedule of Rent for the lands and buildings at Kolkata Dock System (KDS) and Haldia Dock Complex (HDC) in their meeting held on 23.09.2022. Both the Rent Schedules, as aforesaid, of KDS & HDC were made effective on and from 26.10.2022, after the same were hoisted in SMPK website and notified in three local dailies for information of all concerned.

The said Rent Schedules of KDS and HDC of 2022 are hereby notified for information of general public.

**By order of Board of Major Port Authority for
Syama Prasad Mookerjee Port, Kolkata**

SCHEDULE OF RENT CHARGES, 2022			
<u>Kolkata Dock System (KDS)</u>			
<u>For Lands:</u>			
Zone	Location & Description of Land	1st belt rates per 100Sqm. per Month	2nd belt rates per 100 Sqm. per Month (80% of 1st Belt)
		(Rs./100Sq.M)	(Rs./100Sq.M)
1	Circular Garden Reach Road from Satya Doctor Road to Bascule Bridge, Call Stand	6480	5184
2	Circular Garden Reach Road from Bascule Bridge to Gate No. 5; N.S.D.	6480	5184
3	Circular Garden Reach Road from Gate No. 5; N.S.D. upto Gate No. 9, N.S.D. (new diversion portion) including lands on the new roads off the road.	6480	5184
4a	Garden Reach Road from Hastings Bridge to Tidal Basin	5555	NA
4b	Watgunge	5769	NA
5a	Garden Reach Road from Tidal Basin to Gate No. 3, N.S.D.	5555	4444
5b	Brace Bridge Road and BISN Jetty adjacent area	5555	NA
6	Satya Doctor Road and Gopal Doctor Road, Sastitala	5515	4412
7a	Hide Road up to Jain Kunj crossing	5192	4154
7b	Hide Road Extn (Jain Kunj crossing to Brace Bridge) Including low level side roads and development road at JJP	7230	5784
8	Nimak Mahal Road and Dumayne Avenue	5877	4702
9	Goragacha Road, Incinerator Road, Transport Depot Road and the adjoining Roads except specified otherwise.	6618	5294
10	Sonapur Road.	5941	4753
11	Oil Installation Road and other roads in Paharpur area.	5503	4402

12a	Remount Road (between Diamond Harbour Road & Bhuikailash Road).	7230	5784
12b	Remount Road (between Bhuikailash Road & Coal Dock Road) and Coal Dock Road and EJC	7230	5784
13	Dock West Road	5192	4154
14	Dock Eastern Boundary Road including adjacent Roads except otherwise specified	5515	NA
15a	Diamond Harbour Road (Western side) from Majherhat Bridge to Seamen's House).	8371	6697
15b	Boat Canal & Diamond Harbour Road (Eastern side), New Alipore	9453	NA
16	Taratala Road from Diamond Harbour Road to Budge Budge Road and Mint Place	7610	6088
17	Taratala Road from Budge Budge Road to Circular Garden Reach Road	7279	5823
18	Hari Mohan Ghosh Road.	3961	NA
19a	Ramnagar	4000	NA
19b	Suriman & Alifnagar Road.	3447	NA
20	Sonai Road	4936	NA
23a	Land inside Kantapur, Hoboken Depot, N.T Shed & R.I.M. Dock Yard.	5515	NA
23b	Land at Brooklyn Depot	5503	NA
24	Daighat	5769	NA
25	Chetla Road	7230	NA
26	Chetla Station Back Land	2901	NA
27	Chetla Station Yard plots	2901	NA
28a	Sonai	5503	NA
28b	Durgapur siding	6848	NA
28c	Coal Berth	5877	NA
28d	Gravel Siding	5877	NA
28e	Hide Shed Dump, Hoboken Road and Old Garagacha Road	5192	NA
28f	Dhobitalao Container Park	6493	NA

	KOLKATA		
29	Cossipore area from Gun Foundry Road to Chitpore Lift Bridge and Turner Road	8110	6488
	From Chitpore Lift Bridge TO Ahiritola Street		
30a	From Chitpore Lift Bridge to Schalch Street (Koomartooly)	19433	NA
30b	From to Schalch Street (Koomartooly) to Ahiritola Street	17275	NA
	From Ahiritola Street TO Nimtollah Burning Ghat Road		
31a	Strand Bank Road from Ahiritola Street to Nimtolla Burning Ghat Road	17975	NA
31b	Nimtollah Burning Ghat Road (North side)	17975	NA
31c	Strand Road from Ahiritola Street to Nimtollah Burning Ghat Road including Maharshi Debendra Road	20066	16053
	From Nimtolla Burning Ghat Road TO Jorabagan Cross Road		
32a	Strand Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	20066	16053
32b	Jorabagan Cross Road (North side), Cross Road Nos. 13 & 16.	17139	NA
32c	Strand Bank Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	17975	NA
32d	Cross Road Nos. 13/1, 14, 15 & 17.	15885	NA
32e	Nimtollah Burning Ghat Road (South side).	17139	NA
	From Jorabagan Cross Road to Adya Sradhya Ghat Road.		
33a	Strand Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	20066	16053

33b	Strand Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	20066	16053
33c	Strand Bank Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	17975	NA
33d	Strand Bank Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	17975	NA
33e	Adya Sradhya Ghat Road (North side).	17139	NA
33f	P.C. Tagore Ghat Road.	17139	NA
33g	Cross Road No. 8.	15885	NA
33h	Cross Road Nos. 9, 10 & 11.	15885	NA
33i	Jorabagan Cross Road (South side), Cross Road Nos. 12	17139	NA
33j	Pathuria Ghat Cross Road	17975	NA
From Adya Sradhya Ghat Road TO Jagannath Ghat Road			
34a	Strand Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	19298	15438
34b	Strand Bank Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	17975	NA
34c	New C.I.T Road (Cross Road No. 5)	17139	13711
34d	Adya Sradhya Ghat Road (South side) Jagannath Ghat Road (North side)	17139	13711
34e	Cross Road No. 6 & 7	15885	NA
Jagannath Ghat Road to Howtah Bridge			
35a	Strand Road from Jagannath Ghat Road to Mint Garden	20066	16053
35b	Strand Bank Road from Jagannath Ghat Road to Howrah Bridge	20066	NA
35c	Jagannath Ghat Road (South side)	16929	13543
From Howrah Bridge. Mullick Ghat & Adjoining Area TO Calcutta Jetty No. 9			
36a	Strand Bank Road from Howrah Bridge to Mullick Ghat	19691	NA
36b	Strand Road near Mullick Ghat Pumping Station	20066	16053

36c	Old Howrah Bridge Approach Road adjacent to the same	20090	16072
37	Land at Chandpal Ghat, Outram Ghat and Babu Ghat including Land at Strand Road from Howrah Bridge Approaches to Chandpal Ghat (Western Side) including strips of land between Strand Road and River	19515	NA
38(i)	Land at Tukta Ghat including riverside Land upto Tolly's Nullah from Tuktaghat	6892	NA
38(ii)	Land from Chandpal Ghat to Tukta Ghat	13204	NA
Land at Howrah			
39	Chandmari Ghat, Howrah Station	18670	NA
40	Nityadhan Mukherjee Road (Telkal Ghat).	4136	NA
41	Strand Road, Howrah.	5515	NA
42a	Upper Foreshore Road.	4826	NA
42b	Mullick Ghat Road.	4136	NA
42c	Cross Road No.1	4136	NA
43	Cross Road Nos. 2, 3 & 4.	4136	NA
Grand Foreshore Road River Side			
44a	Portion on the north of Banstalla Ghat Road.	4136	NA
44b	Portion on the south of Banstalla Ghat Road.	4136	NA
45	Chintamoni Dey Bathing Ghat Road.	3447	NA
Banstalla Ghat Road			
46a	North side.	3447	NA
46b	South side.	3447	NA
Foreshore Road			
47a	From Bonbehari Bose Road to Banstalla Ghat Road	3447	2758
47b	From Banstalla Ghat Road to Jagat Banerjee Ghat Road.	4571	3657
48	Jagat Banerjee Ghat Road , Shibpore Ferry Ghat Road and NO 1 Riverside Road	9444	NA
Shalimar Yard			

49a	Foreshore Road East Side	5515	4412
49b	Foreshore Road West Side	3572	2857
	Shalimar Yard		
50	Duke Road	3572	NA
	Foreshore Road (Timber Pond)		
51a	High Land	1403	NA
51b	Low Land	984	NA
52a	Bandhaghat	5775	NA
52b	Golarighat	5775	NA
52c	Near Howrah Bridge Pier (Howrah Side) area	17046	NA
53	Budge Budge	1270	NA
54	Roychak	1706	NA
55	Hooghly Point	715	NA
56	Falta	561	NA
57	Balagarh	298	NA
58	Jellingham	26	NA
59	Gangruchar	26	NA
60	Diamond Harbour	991	NA
61	Khejuri	66	NA
62	Shimuruli	631	NA
63	Durgapur	392	NA
64	South Khalichar	26	NA
65	Baharampur	1623	NA
66	Nischintapur	416	NA
67	Pyradanga	16	NA
68	Saugor	141	NA
69	Fresergunj	247	NA
70	Moyapur	609	NA
71	Swarupgunj	1275	NA
72	Nabadwip	55	NA

Note: However, 25% discount will be allowed on the SoR if land is licensed/leased out for the purpose of Empty Container Yard or parking of Cargo Carrying Vehicles for zone 28f (Dhobiatalao Container Park).

SCHEDULE OF RENT CHARGES, 2022

Kolkata Dock System (KDS) For Warehouses and Buildings:

Zone	Location & Description of Structure	Rates of structure per 100 Sqmper Month.
1	ARMENIAN GHAT WAREHOUSE	
i	Ground Floor Godowns	30114
ii	First Floor Godowns	21081
2	Calcutta Jetty Shed No. 1	27238

3	CANNING WAREHOUSE	
i	Ground Floor Godowns	30114
ii	First Floor Godowns	21081
iii	Second Floor Godowns	13542
4	CLIVE WAREHOUSE	
i	Ground Floor Godowns	27238
ii	First Floor Godowns	19066
iii	Second Floor Godowns	13542
5	FAIRLIE WAREHOUSE	
i	Ground Floor Godowns	27238
ii	First Floor Godowns	19066
iii	Second Floor Godowns	13542
6	CANNING WAREHOUSE (ANNEXE)	
i	Ground Floor Godowns	30114
ii	First Floor Godowns	21081
8	Import Warehouse (8 compartments)	27238
9	Import Warehouse South.	27238
10	Calcutta Jetty Shed No. 4	27238
11	Calcutta Jetty Shed No. 5. (Northernmost Bay).	27238
12	P-221/2, STRAND BANK ROAD	
i	Ground Floor (Shops).	35776
ii	Ground Floor (Godowns).	27238
iii	Ground Floor Annexe	16408
iv	Second Floor	22700
v	Top Floor.	22700
13	"A" SHED JAGANNATH GHAT	
i	Ground Floor	18767
ii	First Floor	13137
iii	Office space on the Top Floor	9383
iv	Miscellaneous structure attached to the Warehouse such as Darwans Quarters Cook Houses etc.	11261
14	R.D.F. Godowns at Jagannath Ghat Road.	26123
15	Jagannath Ghat Godowns	27709
16	PATHURIAGHAT WAREHOUSE	
i	Ground Floor Godowns (Compartment Nos. 1 to 5)	23288
ii	First Floor Godowns (Compartment Nos. 6 to 10)	12813
iii	Ground Floor Pucca Godowns Nos. 12 to 17/2 (C.I.Roof).	23288
17	Nimtallah Station Shed.	24017
18	SAHEB BAZAR GODOWNS	
i	Nos. 3, 3A, 4 & 4A	20013

ii	Godown No. 5	18816
19	Ruthtala Station Road	17750
20	BAGHBAZAR WAREHOUSE	
i	Ground Floor Godown No. 1	17034
ii	First Floor Godown No. 2 & 4, access by two wooden ramps	11923
21	Cossipore Receiving Shed	12582
22	4 shop rooms with verandah at Armenian Ghat	24071
23	Shed at Outram Ghat	25073
24	OTHER STRUCTURES	
i	Building with pucca roof *	5639
ii	Building with R.T. and Asbestos roof *	4298
iii	Building with C.I. roof *	3506
	DOCK	
25	HIDE ROAD GODOWNS	
i	Godowns, enclosed verandah & miscellaneous closed floor space	13787
ii	Open sided verandah space	6295
26 i	Hoboken sheds (including naval transit sheds)	11367
26 ii	Brooklyn T.N. Shed	9853
26 iii	Brooklyn T.G. Shed	10345
27	Jinjinrapole Sheds	12251
28	Structures/ Rooms In any Zone within Dock Area (not covered within mentioned zones)	
i	Building with Pucca Roof *	6131
ii	Building with R.T. and Asbestos roof *	4905
iii	Building with C.I. roof *	4002
29	Kantapukur Sheds	11367
30	TEA WAREHOUSES	
i	Hide Road Warehouse	10104
ii	Sale Tea Warehouse	11454
	First Floor Rate 70% of Ground Floor Rate	8017
	2nd floor and above	5727
iii	Sale Tea Warehouse (Annexe)	10069
iv	Lybian Depot Warehouse	
a	Ground Floor	14744
b	1st Floor	9900
c	2nd Floor upwards	8475
v	T.T. Sheds	8475
	1ST Floor	5156
vi	T.T. Sheds Extension	8475
	HOWRAH	

32	SHED AT 14 FORESHORE ROAD, RAMKRISTOPUR	
i	Ground Floor Space	8463
ii	First Floor Space	5924
33	Station Shed (North) Ramkristopur	8928
34	Station Shed (South) Ramkristopur	8928
35	New Goods Shed Ramkristopur	8928
36	Structures at 109, Foreshore Road, Ramkristopur	9043
37	Nissen Sheds at 108, Foreshore Road, Ramkristopur	8844
38	Small office Building at Timber Pond	3988
39	Budge Budge Godown / Sheds	5321
	OTHER STRUCTURE	
40i	Building with pucca roof *	5639
ii	Building with R.T. and Asbestos roof *	4298
iii	Building with C.I. roof *	3506
41	Gangway and Pontoon of KoPT	One time fees based on the valuation of port owned Jetty & Panton and Gangway at the time of giving tenancy instead of rents along with rental of back-up land (if any, as per the land rate of applicable zone) and foreshore occupation charges as per BOT prescribed rate.
42	Gangway and Pontoon of Party	No separate fees for Gangway and Pontoon of Party, only rents for back-up land (if any, as per the land rate of applicable zone) and foreshore occupation charges as per BOT prescribed rate
43	Licence fee for hoardings for advertisement in Kolkata, Howrah and Dock Zones	Rs.1000 per sq.ft per year
	* Land Cost of respective zones to be added for final rate.	

NOTES:

The SoR with all conditionalities will be applicable to :-

• all existing/future long term leases to that extent which are not contradictory to the covenants of leases [i.e. in case of 5 yearly rent revision or otherwise, though rate of rent of the extant SOR may have to be applied depending on various factors; but rate of interest on unpaid amount, rate of annual escalation, increase of rate of rent by 15% if the plot abuts more than one road, increase of rate of rent by 15% if the plot is rail served, levy of rent @3.5 times the SOR/ base rent for land allotted to shops, refreshment stalls, petrol pumps and weigh bridge for public use, etc. will be as per covenants of leases],

- all existing short-term leases,
- all existing monthly leases and
- all existing /future licenses

If the rates of the existing short-term leases, existing monthly leases, existing monthly licenses, existing/future 11-month licenses and future 5-year licenses are found to be higher than the rates of the Schedule of Rent, the existing rates would continue but the conditionalities of this Schedule would be applicable to such occupations immediately.

I. LEASE:

1. General:

- (a) Land should be leased only in accordance with the land use plan.
- (b) Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by the Competent Authority, save and except in the following cases:
 - (i) For establishment of common utilities by local bodies like sewage plant, Government Schools and colleges and hospitals, etc, land can be allotted by the Ports on nomination basis provided allotment is in the interest of the Ports. The land allotted to such entities to be used exclusively for the purpose for which it has been allotted and under no circumstances, the usage can be changed. In case the leased land is not used for the purpose it is granted, the lease to be terminated and the land so allotted to be resumed by the Port. No transfer/sub-letting of such lease will be permitted. Concession upto 75% on the annual lease rent arrived at on the basis of updated SoR may be granted to government schools and colleges. Concession in lease rent can be provided by the Port Authority Board as

provided under para (iv) below for establishment of common utilities by local bodies like sewage plant, hospitals, etc provided they are in accordance with approved master plan of the city and the land is not required for the Port's own use.

(ii) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organizations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR.

(iii) In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest share-holding in the said JV, Port Trust Board may decide to allot land to them also on nomination basis with the approval of the Port Trust Board after incorporating appropriate safeguards provided:

- a) Before allotment, JV is formed.
- b) The lead promoter (i.e. CPSU/SPSU /Statutory Authority, etc.) is to continue as lead promoter with more than 50% share till the expiry of lease.
- c) If the share of lead promoter becomes equal to or less than 50% of the total share, it will be treated as a breach.

(iv) Concession may be granted to security agencies and Government Departments only upto 50% of the annual lease rent. However, in respect of land to be allotted to government departments which are essential to the functioning of the Port like customs, electricity department, health department and for core security functions, concession upto 75% of the annual lease rental can be considered by the port. But such concession can be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case to case basis by the Port Trust Board, after recording the reasons in writing.

2. Period of Lease:

Land can be leased up to a maximum cumulative period of 30 years by the Port with the approval of the Board. Renewal of leases as grant of fresh lease beyond thirty years and for a maximum cumulative period of 99 years should be recommended by the Port Authority Board after satisfying itself that the same is required to be renewed and that the Port does not require the said land for its own use. Renewals will be granted through the Empowered Committee mechanism,

subject to the approval of the Government, and renewals will be limited to a maximum cumulative period of 99 years.

In certain cases, the lessee may require land for capital intensive investment like tank-farms, refineries, Free Trade Warehousing Zone/ SEZ, Multimodal Logistic Park, Mega Food Parks etc. The Port may at its option decide to fix the tenure of lease for a period which is more than 30 years and the lease rental should be either upfront premium or premium payable in maximum 10 years installments and interest at the rate of G-Sec prevalent at the time of grant of lease should also be levied during the period of installment. Land shall be leased through tender-cum-auction methodology through a competitive bidding process over the reserve price of such plots which shall be the updated SoR notified by Board with 15% enhancement on account of higher lease tenure. Such proposals are to be submitted with the recommendations of the Board to the Empowered Committee and Ministry for its approval. The Port in its land-use plan should identify land which can be allotted on long-term lease basis i.e. for a tenure of 30 years and beyond.

3. Renewal of leases will be governed by the prevailing Land Policy Guidelines.
4. Methodology of Granting Leases Through Nomination:
 - a) The land may be leased by the port on nomination basis either on (i) Upfront basis on payment of one time upfront amount for the entire lease period and a nominal lease rent of Re. 1/- per sq. mtr. per year for the currency of the leased period or (ii) on Premium (annual rent basis).
 - b) For land leased out on nomination on upfront basis, the upfront rent shall be calculated on the basis of Net Present Value (NPV) of annual lease rentals for the entire period of lease escalating the applicable rent as per prevailing SoR, annually by 5% and discounting annually by the rate of the longest term G-Sec rate as per the RBI Bulletin at the time of issuance of offer. In addition, Re.1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease. GST, etc. as applicable shall be payable extra.
 - c) For land leased out on nomination on annual rent basis, annual lease rent for the 1st year will be calculated based on the updated SoR. From the 2nd year onwards, the rate of rent will be escalated in terms of the escalation provisions in this NOTES, based on which the annual rent will be calculated.
5. Methodology of Granting Leases Other Than Through Nomination:
 - a) The land may be leased by the port through tender-cum-auction either on (i)

Upfront basis on payment of one time upfront amount for the entire lease period and a nominal lease rent of Re. 1/- per sq. mtr. per year for the currency of the leased period or (ii) on Premium (annual rent basis).

- b) For leases granted through tender-cum-auction methodology on upfront basis, the upfront rent shall be calculated on the basis of Net Present Value (NPV) of annual lease rentals (at the quoted and accepted rate of rent) for the entire period of lease escalating the applicable rent as per prevailing SoR, annually by 5% and discounting annually by the rate of the longest term G- Sec rate as per the RBI Bulletin at the time of issuance of tender. The G-Sec rate, once determined for a property during tendering, shall remain valid till the lease is in vogue. In addition, a nominal lease rent of Re.1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease. GST, etc. as applicable shall be payable extra.
- c) For leases granted through tender-cum-auction methodology on Premium (annual lease rent) basis, annual lease rent for the 1st year will be computed based on the highest accepted quoted amount towards land rent. From the 2nd year onwards, the rate of rent will be escalated in terms of the escalation provisions in this NOTES, based on which the annual rent will be calculated. In addition, GST, etc. as applicable shall be payable.

Note: In both the cases as at item 5 (a) and (b) above, the bidders will have to quote upfront payment/ annual lease rent rates over and above the reserve price, i.e. the updated SoR notified by the Competent Authority.

6. Other Conditions for Calculation of Rates:

- 6.1 In case of new allotment (lease/licence) as well as renewal, belting benefit shall be allowed. The rate of 2nd belt will be 80% of that of the 1st belt. For this purpose, land upto first 50 meters from the respective main roads will be the outer limit of the 1st belt and beyond 50 meter, it will be treated as falling within 2nd belt.
- 6.2 (a) In case of new allotment (lease/licence) as well as renewal, if a plot abuts more than one road, 15% extra on reserve price or annual rent will be charged. In case the rates of rent applicable corresponding to such roads are different, then higher of the rates will be taken while computing the rent for the plot.

(b) For the existing leases/licences, entered into prior to the SoR notified w.e.f. 07/04/2016, if a plot abuts more than one road, and if lease deed/licence agreement stipulates so, rent/ licence fee will continue to be increased by 15% or 20%, as the case may be.

(c) In case of the existing lease deed/licence agreement entered into based on the SoR notified w.e.f. 07/04/2016 which is silent about levy of 15% extra for abutment of roads, payable rent/ licence fee/compensation will be calculated in the following manner:

- (i) in case of long-term leases, at the time of next 5 yearly rent review and re-fixation, payable rent will be higher of the updated rent at that point of time as per annual escalation as envisaged in the lease deed and updated rent of the instant SoR at that point of time without 15% extra for abutment of roads.
- (ii) in case of short-term leases, ~~and~~ monthly leases and 11 month licences, on the date of effect of the instant SoR, payable rent/licence fee will be higher of the updated rent/licence fee of the previous SoR at that point of time and rent/licence fee as per instant SoR at that point of time without 15% extra for abutment of roads.
- (iii) in case of compensation subsequent to expiry/determination of any kind of lease/licence, on the date of effect of the instant SoR, payable compensation will be higher of compensation as per instant SoR at that point of time with 15% extra since the plot abuts more than one road and compensation levied immediately before that date, if not stipulated otherwise in the lease deed/ licence agreement. If penal compensation is leviable on that date, both the aforesaid figures will be multiplied by 3 (three).

6.3 In future leases/licences, if a plot is railway served, rent/ licence fee will be increased by 15%.

6.4.(a) 35% **extra** will be charged on base rate on the updated SoR / ARR for lease/licence/compensation for all general non-industrial uses.

Non-Industrial usages/activities include the following: -

- Retail Business, Mercantile
- Commercial Centers
- Banks, Financial services and stock exchanges
- Business and Professional offices
- Private institutional offices, semi-government offices
- Shops, Showroom, Community Centre and Shopping Malls
- Hotels, Resort, Motel
- Restaurants, Pub, Clubs
- Hostels, Boarding houses, guest houses
- Cinema Halls, Theaters, Banquet Halls, Auditoriums
- Marriage Halls, Community Halls
- Petrol Pump, Service Station, Repairing Centre
- Private Hospital & Clinic, Nursing Home, Diagnostic centre

- Sport Complex, Swimming pool
- Conventional Centre
- Private School, College, Higher Technical Institute,
- Libraries, Gymnasium, Yoga Centre
- Weigh Bridges for commercial use
- Museums
- Entertainment, Recreational uses
- Commercial Parking (Parking required for warehousing activity not attract 35%)
- Commercial Warehouses other than area in and around Docks.

6.4.(b) For the existing leases/licences, if a plot used for the petrol pump, retail outlet and public weigh bridges and if lease deed/licence agreement stipulates so, rent/ licence fee will continue to be increased 3.5 times the base rent/based SoR, as the case may be. However, if the existing lease deed/licence agreement is silent about this, payable rent/ licence fee/compensation will be calculated in the following manner:

i) in case of existing short-term leases and monthly leases, on the date of effect of the instant SoR, payable rent will be higher of the

- a. updated rent of the previous SoR at that point of time including escalation for such use
- b. rent as per instant SoR at that point of time with escalation as per the above provision in the instant SoR.

ii) in case of monthly licences and 11-month licences, on the date of effect of the instant SoR, payable licence fee will be higher of the licence fee payable at that point of time including such escalation or licence fee as per instant SoR at that point of time without such escalation as there is no such provision in the instant SoR.

iii) in case of compensation subsequent to expiry/determination of any kind of lease/licence, on the date of effect of the instant SoR, payable compensation will be higher of compensation as per instant SoR at that point of time without escalation as there is no such provision in the instant SoR or compensation enhanced to 3.5 times for such purpose, if not stipulated otherwise in the lease deed/ licence agreement. If penal compensation is leviable on that date, both the aforesaid figures will be multiplied by 3 (three).

7. At the time of regularization of intervening period (i.e. from the date of expiry of lease and licenses to the date of renewal or new allotment) after implementation of

new SoR, regularization should be done at higher of the last rates at which bills were being raised for the plots or SoR rate.

8. In case of existing long-term leases, the rate of rent, annual escalation and rate of interest on unpaid amount will be governed by the relevant covenants of the lease.

9. Low-Line Land areas/ water bodies / water areas :

The rate of rent for low-line land areas / water bodies / water areas isto be taken as ½ (half) of the corresponding rate of rent applicable for standard level land area. Existing occupations will be guided by their respective lease deed/ licence agreements, if valid. (Low land is defined as the land that is visible after spring tidewater has receded and lies under water during Spring Tide)

10. Transfer of Leases:

The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the SMPK Board provided transferee takes over all the liabilities of the original / allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the SMPK shall recover -

(i) In case of leases granted on upfront basis:

In case of those lands which were originally given on lease on upfront rental basis, the transfer as per the extant laws may be allowed subject to the transferee agreeing to pay the following

(a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and

(b) A fee equal to 50% of the pro-rata upfront rental payable up to the time of transfer.

(ii) In case of lease granted on annual lease rent basis:

In case of leases granted on annual lease rent basis transfer may be allowed subject to

(a) An undertaking for payment of the annual lease rental for the balance period; and

(b) A fee equivalent to 50% of the total lease rent payable by the original lessee upto the time of transfer

(iii) Transfer of lease shall not be permitted where land was initially been allotted on nomination basis or at concessional rates of lease rent

(iv) In respect of cases where the transferors extract premium on the transfer of the lease, 50% of such premium is to be paid to SMPK.

If the transferee wants to change the purposes of the transferred lease, the transferee have to pay all charges for change of purposes along with higher rates applicable for new purposes.

11. Mortgage:

SMPK will grant NOC for mortgaging of lease hold interest only in favour of reputed financial institutions / scheduled banks subject to SMPK retaining the first charge on them and recovery of fee as will be decided by the Board and other terms and conditions as per provisions of Land Policy Guidelines prevailing from time to time and directives of the Central Government in the matter as applicable. Processing charges for issuance of NOC will be 1% of total land cost for the lease period or 1% of loan amount, whichever is higher.

12. Sub-lease/Subletting:

(i) In case of all future long-term leases, and existing leases where subletting has been prohibited explicitly, no subletting will be allowed.

(ii). The existing lease holder (allotted before 2014 PGLM) may be allowed to sublet/partially sublet the leased premises from a prospective date to another party for the same purpose for which it was originally allotted, provided, the lease deed has enabling provision for the same. Also, purpose of such subletting shall be in accordance with the Land Use Plan and before allowing this, the Port shall recover 50% of the rent charged by the lessee from the sub-lessee or 50% of updated SoR, whichever is higher, for the entire period of sub-lease, irrespective of the fact whether land was originally allotted on upfront basis or annual rental basis. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of the lease. It is further clarified that leased premises shall also include structures built on leased land for the purpose of recovering of subletting fees. Exemption from collecting subletting fees may be given in case of FTZ, SEZ, Multi Modal Logistics Parks, Mega Food Parks, Free Trade Warehousing Zones, etc. wherein the business model is based on subletting only. The issue of whether the business model is based on the subletting or no may be decided by the Board. The Board may also decide whether additional 35% in terms of Para 6.4. (a) will be attracted for such use or not.

(iii) No subletting will be allowed for leases granted on nomination basis.

13. Surrender of Lease:

Leased land may be surrendered to SMPK any time after 2 years from commencement of lease unless otherwise contrary is mentioned in the covenants

of the lease. For any surrender of lease, at least 6 (six) months' notice will be required. If any lessee wants to surrender within first 2 years of commencement of lease, he will have to pay lease rent for 2 years. In case of surrender, the lessee will get back upfront paid for the unutilised portion of the lease as per the following formula: -

The difference of

- NPV of original lease period and
 - NPV of the enjoyed years of lease,
- at the same base rate of rent and same G-Sec rate, as considered for calculation of NPV for the original lease period, at the time of allotment.

Each lease agreement should specifically provide for termination of lease, if the leased land is not utilized for the purposes for which it is allotted, within two years of the allotment, or such shorter period as may be fixed at the time of approval of the lease and will be guided by the provisions of the Land Policy Guidelines.

14. Change of Use of Leased Land:

Change of use of leased land may be permitted on receipt of prior application, in case such change is in conformity with the Land Use Plan and the lease covenants and subject to payment of -

- Higher rates of rent for the new usage as per extant updated SoR, w.e.f. the date of issuance of permission letter or change of purpose actually started, whichever is earlier (In case the existing rate is higher than the proposed rate of New Purpose the existing rate will continue with the annual escalation as per lease agreement)
- and
- Fees equivalent to revised lease rent (applicable as per (i) above) for 6 months and applicable GST (without Municipal Tax).

15. SMPK's Right to Resume Possession and Impose MGT:

- (a) SMPK shall have the right to resume possession of the leased land in public interest before expiry of leased period. In such cases, subject to availability of land, the lessee may at the discretion of the SMPK Board be given an option to relocate the activities in another suitable location to be offered by SMPK, as per the land use plan or refund of proportionate upfront premium if the land was leased on upfront basis.
- (b) SMPK would have the option to prescribe Minimum Guaranteed Traffic / Minimum Guaranteed Revenue as conditions for fresh leases if deemed fit.

16. Way Leave:

- (i) For the purpose of way leave charges, the area occupied by single pipeline shall be calculated based on the product of diameter (subject to minimum of 250 mm in diameter) and length of such pipeline(s). In case of multi-layer pipeline stacks, the physical area occupied by the multilayer pipeline stacks shall be considered and the respective users shall be billed for pro-rata area on the basis of the diameter and length of the pipelines passing through that area. With respect to the area shared with road, rails, jetties etc., the respective users shall be billed pro-rata for 50% of the concerned area assuming that they do not have exclusive possession of land and what they have is only 'Right of Way'. As far as underground pipes are concerned, if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be counted 50% of the product of diameter and length, for the purpose of levy of way leave charges on the basis of the schedule rent.
- (ii) For allowing overhead conveyors, trestle bridge and high voltage transmission lines, way leave licence fee will be charged on the basis of the schedule rent for the area coming in the alignment of the structures.
- (iii) For laying of underground cables like optical fibre cable, telephone cable, electric cable, etc, having diameter up to 250 mm, area shall be calculated considering the minimum diameter 250 mm. For laying of underground cables having diameter more than 250 mm, area shall be calculated considering the actual diameter. For both the cases, 50% area occupied by such cables shall be considered for the purpose of levy way leave charges on the basis of schedule rent, provided, possession of surface area is not physically with the users.
- (iv) The Right of Way permission for laying pipelines / conveyors etc. from jetties to the tank farms and in other areas within and outside Port area shall be given with approval of the Board of SMPK. It shall neither be a lease nor a license. As far as possible, the pipelines should be permitted only underground. There shall not be any allotment of land to a party for giving Right of Way permission. As far as possible, these shall be laid on common user basis and if the same pipeline is required by any other party, it shall be spared, on such terms agreed between the parties and SMPK Board. The parties shall have to abide by the conditions specified by SMPK. The Policy for giving the Right of Way permission and the terms and conditions shall be formulated by the Board of SMPK.
- Schedule of Rent for the purpose of levy of way leave charges shall be as follows, subject to annual escalation as provided in the instant SoR:

Sl.	Description of land	Rate (in Rs.)
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No.			
1.	Land in and around Dock area, as defined by SMPK's Estate Division	Outside Customs bound area	Way leave charges will be levied in the manner prescribed at Clause 14 in the amended Land Policy Guideline based on the rates as applicable for the corresponding areas through which pipeline pass.
		Within Customs bound area (Zone 21 & 22)	
2.	Land at Budge Budge		
3.	Land at Howrah	Zone 39 and 52c	
		All other Howrah zones	
4.	Land at Kolkata, as defined by SMPK's Estate Division		
5.	Rabindra Setu		
6.	Below River Bed		
7.	Land at other locations not specified above		

Broad Terms and Conditions for issuance of Right of Way Permission for laying Pipelines /conveyors etc. will be guided by the provisions of the Land Policy Guidelines

(v) For construction/installation of tower, pole, antenna & similar structures and solar panel etc, way leave will be charged @Rs 50,000/- per 100 sqm per month, subject to a minimum payment of Rs 28,000/- per location per month (it includes way leave charges for cables and other ancillaries). For construction/installation of Solar panel exclusively on leased/licensed land surface, which is a green initiative, a 25% discount will be given to the SoR rate to encourage such initiatives as recommended by Govt of India.

(vi) Way Leave charges will be billed and realised on upfront basis or yearly basis, as may be decided by SMPK Board. In case of realising way leave charges on Upfront basis, Rs 1/- per sqm per annum subject to annual escalation shall be levied every year.

(vii) One time Supervision charges@ 15% of the cost of laying pipelines/conveyors/cables etc. in the port limits shall be paid by all the parties to SMPK. The charges would be applicable even if the supervision is done by a third party.

(viii) For Jetty pipe lines/conveyors installed for conveying cargo, SMPK Board reserve the right to impose MGT and additional compensation charges, if any,

for granting way leave permission.

- (ix) The party shall pay to SMPK wharfage and all other charges due to be paid by them, for the cargo handled through the pipelines.

17. Mutation:

The following cases will be treated as cases of mutation and for granting such mutation, a fee equivalent to 5% of the 12 months' rent (excluding applicable taxes) or Rs.20,000/-(excluding applicable taxes), whichever is higher, shall be recovered. In case, there are multiple plates in the name of one lessee, mutation charges are to be paid separately for each plate.

- (i) In case of death of a lessee, mutation to his legal heir or legal successor or representative.
- (ii) Mutation consequential to the order of the court or as per new Certificate of Incorporation as per Registrar of Companies.
- (iii) Mutation consequential to lessee becoming subject to laws of insolvency or liquidation
- (iv) Gratuitous transfer to any of the legal heirs due to old age, infirmity or some other valid reasons.

II. LICENSE:

1. Inside Custom Bond Area:

The land/buildings/structures inside custom bond areas shall be allotted on license basis only, as per provisions framed and approved by the Competent Authority from time to time.

2. Outside Custom Bond Area:

Land/structure situated outside Customs bond area, will be allotted on long term lease basis or licence basis, as the case may be, as per the prevalent Land Policy Guidelines.

License of land/ building outside Custom bond area can be allotted on license basis only for port related activities and for cases where it will not be feasible to make such allotments on lease basis. Such licenses will be granted normally through tender-cum-auction procedure. In cases where the tender-cum-auction procedure is not possible, the land/ buildings/ structures may also be allotted on license basis at the updated SoR rates. Besides, other

methodology and conditions as applicable in case of licensing of land inside the Custom bond area will also be applicable.

III. OTHER CONDITIONS:

1. Escalation of Rates:

- (i) All the rates indicated in the SoR shall get automatically escalated by 5% per annum after expiry of one year from the effective date of implementation of this instant Rent Schedule after every year thereafter, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year.
- (ii) Rates of all future leases on annual basis / 5-year licenses will get escalated every year (each year shall be reckoned from the date of commencement of lease/ license i.e. date of handing over possession of the land concerned on observance of required formalities) by 5% (or such percentage as would be prevailing in subsequent revisions of SoR during tenure of the lease/ license), of the rent payable in the preceding period or will be the scheduled rent then in force, whichever is higher.

During the tenure of the lease/license, if the scheduled rate of rent becomes higher than the rate of rent/license fees at which rent/license fees is being paid by the lessee/ licensee, the scheduled rate of rent/license fees will be applicable straight-away from the date the scheduled rent/license fees becomes applicable. Thereafter, the rent/license fee will be escalated as per the provisions of the SoR prevailing at that point of time.
- (iii) Existing rates of all existing short-term leases, all existing monthly leases, all existing monthly licences, way-leave permissions, all existing/future 11-month licences and all future 5-year licences will also get escalated by 5% per annum, with effect from the date on and from which the instant SOR will be implemented.
- (iv) Rate of escalation for existing long-term leases will be guided by the relevant covenants of the respective leases.

2. Payment of rent / license fees etc.:

- (i) The existing leases will be governed by the relevant covenants of the respective leases.
- (ii) In case of future lease of land / building on annual lease rent basis, licenses granted on 11 months basis as well as licenses initially

granted for more than 11 months but upto 5 years, the annual rent/license fees will be paid by the lessees/licensees in advance.

In such cases, the rent/license fee, whether demanded or not, shall be paid by the licensees/ lessees on or before the 15th day from the date of beginning of each year (reckoned from the date of commencement of lease/ license), / date of beginning of license period for which the advance rent/license fee, etc. is due.

- (iii) For other cases of licenses, the license fee, whether demanded or not, shall be paid by the licensees on or before the 15th day of each month/year (reckoned from the date of commencement of license), succeeding that for which the license fee is due.
- (iv) In case of way-leave permission, the annual way-leave permission fees/ nominal annual way-leave permission fee, whether demanded or not, shall be paid by the concerned party on or before 15th day of the calendar year succeeding that for which the permission fee etc. is due.
- (v) Any other dues shall be paid by the lessee/ licensee/ party concerned within fifteen days from the date of issue of payment notice.

3. Security Deposit:

All lessees/licensees shall deposit and/or maintain non-interest bearing Security Deposit (SD) before grant of any lease/license in the following manner, where, subsequent to lessee/licensee handing over of vacant, peaceful unencumbered possession of the concerned land and/or structure to SMPK, SD, after adjusting dues of SMPK, if any, will be refunded to the said lessee/licensee: -

- (i) Long term lease on Annual Rent Basis:
SMPK shall keep SD equivalent to two years' rent plus 18% administrative deposit.
- (ii) Long term lease on Upfront Basis:
SMPK shall keep SD equivalent to two years' token rent @ Re.1/- per sq.mtr. per year plus 18% administrative deposit
- (iii) Licence initially granted up to 11 months:
SMPK shall keep SD equivalent to three months' license fee plus 18% administrative deposit for land /structure/quarters
In case, licensee chooses to pay the total licence fee for the license period in advance, only one month's license fee plus 18% administrative deposit is to be deposited as SD.
- (iv) Licence initially granted for more than 11 months but up to 5 years –

Licensee would pay SD equivalent to 50% of the offered annual licence fee plus 18% administrative deposit for land and/or structure.

In case, licensee chooses to pay the total licence fee for the license period in advance, only one month's license fee plus 18% administrative deposit is to be deposited as SD.

In respect of security deposit equal to 2 years lease rentals, if the security deposit amount is less than Rs. 1 crore (Rupees one crore), it may be collected in Banker's Cheque/ Bank Draft and if the same is equal or more than one crore, it may be collected in the form of Bank Guarantee.

Security deposit may not be collected from the Government organizations including Statutory Local Bodies, Statutory Authorities/Autonomous Organization under State/Central Ministries, Central Public Sector Undertakings (CPSUS), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy to whom the land is allotted on nomination basis on upfront lease rental basis. However, in cases where the lease rent is collected on annual basis, the same may be collected as per para above.

4. Penal Charges for Encroachment:

Encroachment by the existing tenants/licensees will continue to be a breach of tenancy conditions and shall be a ground for termination of tenancy. Damages will be recovered for encroachment of SMPK land and structures in the following manner: -

- a) 3 times of applicable SoR for 1st month of encroachment
- b) 4 times of applicable SoR thereafter

This will be without prejudice to the rights and contentions of SMPK to take any other legal action against such encroachment.

5. Compensation/Damages:

In all cases of expiry/termination/determination of lease/ license or forfeiture of lease/ license where "Quit Notice" or Notice for Ejectment has been issued, if the lessee/licensee continues to occupy the premises, the occupier of the plot/property shall be liable to pay occupation charges as per lease/licence agreement and the matter will be referred to the P. P. Court. On being declared an unauthorised occupant by P.P. Court or any other court of law, the charges of compensation/damages for wrongful use and occupation of the premises will be 3 times of the annual lease rent / license fee based on the latest SoR or last rent received on such plots, whichever is higher, from the date of such unauthorized occupation as mentioned in the Quit Notice till vacant possession

is obtained by the Port, irrespective of the conditions in lease deed/licence agreement. In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis. For this purpose, first of all, the annual rent equivalent to the upfront during leasing out of the plot, is calculated, followed by updating the calculated figure to the current date to ascertain present Annual rent for the sake of applying compensation rate at 3 times as much. This provision will be invoked irrespective of whether the same is contained in the Lease Deed / terms & Conditions of License or not.

6. Penal Interest:

(i)

Simple Interest @7% per annum for the first 2 months from due date, 10% per annum for the next 3 months from due date and 14% per annum from 6th months onwards from due date on the outstanding rent/ Licence fee and compensation/ occupational charges and other demands (as to be indicated in bill/invoice/demand notice) will be recovered, if the rent, compensation/ occupational charge is not paid within the due date. The aforesaid rate of interest would be applicable for all existing short-term leases, all existing monthly leases, all existing monthly licences, all existing/future 11- month licences, all future 5-year licences, all future long-term leases and all compensation bills, except cases of existing long-term leases where lease deed stipulates otherwise.

Licence fee, compensation/ occupational charges and other demands whether demanded or not, rent/ license fee/ compensation charges for a month would have to be paid by the lessees/ licensees/ occupants on or before 15th day of each succeeding month failing which it will attract penal interest. Occupational charges liability cannot be denied or disputed by the lessee/licensees/unauthorised occupants on the ground of non receipt of bills/invoices/demand notice in due time.

(ii) Applicability of interest at the time of regularisation/restoration of tenancy,

(a). If no rent /licence fee bill is issued, no interest is to be charged. Consolidated rent bill will be raised and in that case, interest will be charged after the due date of the consolidated bill only.

(b). Where rent /license fee bills/compensation bills were stopped due to non payment of occupational charges, in that cases, interest will be charged. The lessee/licensee will be liable to pay each monthly/yearly rent/license fee/compensation charges

towards occupation of SMPK's property/properties along with applicable interest considering 15th day of each succeeding month due date for payment for the preceding month occupation. A manual calculation in respect of outstanding rent/license fees/compensation charges along with applicable interest considering 15th day of each succeeding month due date for payment for the preceding month occupation to be made by SMPK. Based on such calculation, a consolidated bill for such outstanding rent/license fees/compensation charges along with interest as well as GST will be raised and the party will be liable to pay all dues before regularisation/restoration of tenancy.

- (c). When fresh rent/licence fee bill is to be issued after cancelling compensation bill, consolidated rent bill will be raised and in that case, interest will be charged after the due date of the consolidated bill only, provided, the lessee paid the compensation amount or the undisputed part. If SMPK refused such payment, interest will not be charged.
- (iii) The existing leases would however be governed by the provision of the respective leases.
- (iv) In case of delay in payment of upfront premium, original upfront premium along with interest on upfront amount for the delay period or upfront premium recalculated on the prevailing G-Sec rate, whichever is higher may be charged.

7. Termination and Imposition of Penalty:

- (a) In case the leased land is not used for the purpose for which it is granted, within two years of its allotment or as decided by the SMPK Board, the lease will be liable for termination and the possession of the land so allotted will be resumed by SMPK.
- (b) If a lessee breaches/ violates any provisions of lease agreement, the SMPK Board would reserve the right to impose appropriate penalty on the lessee or terminate the lease depending upon the nature/ magnitude of breach/ violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

8. Other Utilization of Land:

- (i) When entering into a joint venture for improving port connectivity or port development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.

- (ii) The Port shall not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.
- (iii) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. In respect of existing PPP/BOT projects, allotment of land will be governed by the provisions of the Concession Agreement. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on the latest SoR, with the approved rate of annual escalation.

9. Other Charges:

- (a) In addition to rent/ license fee, the lessees/ licensees will be required to pay the following:
 - (i) Municipal tax etc. as applicable
 - (ii) Electricity charges at actual plus 19.25% on the actual amount as overheads, if electricity/ water is supplied from SMPK sources.
- (b) The lessees / licensees will also be required to pay and discharge all present and future rates, taxes (GST), cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at anytime hereafter be assessed, charged or imposed upon or payable in respect of the demised land and /or any factory and /or building or structure erected by the lessees/ licensees thereon or the owners or occupiers in respect thereof except the owners' share of municipal taxes in respect of the demised land.

10. Applicability of Land Policy Guidelines:

In case there is any discrepancy/conflict between this instant Schedule of Rent with the Land Policy Guidelines prevailing at any point of time, during the validity of this Schedule, the Land Policy Guidelines will prevail.

11. Validity of SoR:

This Rent Schedule is effective from 26.10.2022 and valid till 06-04-2026.

HALDIA DOCK COMPLEX (HDC)

Rent and NOTES for Land and Buildings [other than licensing of land / buildings inside Dock Interior Zone (Custom Bond area) for storage of import/export cargo]

I. LANDS:

Sl No.	Description Land	Rent per 100 sq. mtrs. per month
a)	Residential Zone	Rs.1829/-
b)	Industrial Zone	Rs. 1233/-
c)	i) Dock Interior Zone (Custom Bond area) - Bare Land ii) Dock Interior Zone (Custom Bond area) Hard Stand	Rs. 3002/- Rs. 4666/-
d)	Proposed Dock Interior Zone	Rs. 2334/-
e)	i) Dock Zone -Bare Land ii) Dock Zone-Hard Stand	Rs. 1752/- Rs. 3415/-
f)	i) Commercial Zone for Offices, Banks, Workshops, Repair Shops, cold storages. ii) Commercial Zone for Shops, Markets, Nursing Homes, Medical Clinics, Hotels & Restaurants (without Bar), Service Stations, Repair Shops (Automobile) Weighbridge iii) Commercial Zone for Cinema House, Hotel & Restaurant (with Bar) etc.	Rs.3599/- Rs. 4799/- Rs. 4895/-
g)	Kukrahati	Rs. 581/-
h)	Panskura	Rs. 593/-
i)	Haldia Dock-II comprising Shalukkhali & Rupnarayanchak mouzas (both in part)	Rs.1581/-

NOTE: 1) If land is taken in a Zone other than Commercial Zone for the purposes as mentioned in (f)- (i), (ii), (iii) above, 50% of the difference in rent between that applicable for the respective zone and Commercial Zone depending upon the usage, shall be charged extra over the land rent for the respective zone as per approved Rent Schedule.

2) In the event of utilization of land for mixed purpose i.e. office-cum-residential, the rent chargeable shall be simple average of applicable rents for the specific usage.

II. BUILDINGS:

Sl No.	Zone, Location and other description	Rent per sq. mtr. per month.
a.	Pucca Roofed Structure	
	i) Residential Zone	Rs. 96.23
	ii) Industrial Zone	Rs. 88.32
	iii) Dock Interior Zone (Custom Bond area)	Rs. 106.18
	iv) Dock Zone	Rs. 108.18
	v) Commercial Zone	Rs. 121.70
b.	AC/CI Roofed Structure	
	i) Residential Zone	Rs. 70.95
	ii) Industrial Zone	Rs. 69.82
	iii) Dock Interior Zone(Custom Bond area)	Rs. 82.21
	iv) Dock Zone	Rs. 80.05
	v) Commercial Zone	Rs. 98.93
	vi) Kukrahati	Rs. 69.82
c.	Tower Building	Rs. 160.32
d.	Quarters/Dormitories	
	(i) Dormitories (Pacca Roofed)	Rs. 115.00
	(ii) "A" Type quarters	Rs. 139.00
	(iii) Modified "A" type quarters	Rs. 138.00
	(iv) "B" type quarters	Rs. 138.00
	(v) Modified "B" type quarters	Rs. 138.00
	(vi) "C" type quarters	Rs. 144.81
	(vii) "D" Type quarters	Rs. 180.03
	(viii) Officers Hostel	Rs. 141.00
e.	Market for perishable good	Rs. 71.36
f.	Retail Market	Rs. 86.83
g.	Shopping Centres at Durgachak	Rs. 69.91
h.	Shopping Centres at Chiranjibpur	Rs. 71.36
i.	Township market opposite to Makhan Babur Bazar	Rs. 49.55

j.	Township market Centre (near Helipad ground)	Rs. 69.82
k.	Goomties	Rs. 86.83

III. OTHER FEES

Sl. No.	Description	Rates
1.	Permission Fee	To be levied per day or part thereof
	i) For holding function on land for area occupied up to 40 sq. mtrs	Rs. 1150
	ii) If above occupation continues beyond 3 days	Rs. 1700
	iii) For holding function on land for area occupied above 40 sq. mtrs.	Rs. 1700
	iv) If above occupation continues beyond 3 days	Rs. 2260
2.	Rate of Rent/License Fee for the water bodies/water areas	50% of the corresponding rate of rent for the abutting land area
3.	Rate of License Fee for erection of hoarding on HDC land	(To be levied per calendar year or part thereof)
	i) For hoarding upto a maximum size of 10 sq. mtrs.	Rs. 3400/-
	ii) For hoarding of size above 10 Sq. mtrs.	Rs. 5635/-
4.	Way-Leave Permission	
	For laying pipelines carrying Crude Oil, POL Products and other liquid Cargo over or under the ground, telegraph cables, OFC lines, electric cables, telegraph lines etc., fees will be charged as follows:	
	For the purpose of way leave charges, the area occupied by single pipelines shall be calculated based on the diameter and length of those pipelines. In case of multi-layer pipeline stacks, the physical area occupied by the multilayer pipeline stacks shall be considered and the respective users should be billed for pro-rata area on the basis of the diameter	

	<p>and length of their pipelines passing through that area. With respect to the area shared with road, rails, jetties, etc., the respective users shall be billed pro- rata for 50% of the concerned area assuming that they do not have exclusive possession of land and what they have is only 'Right of Way'. As far as underground pipes are concerned if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be counted 50% of the product of diameter and length, for the purpose of levy of way leave charges. However, where there is a specific Central Act/Statute which govern such Right of Way permission, the provisions under the said Central Act/Statute shall override these guidelines. A case in point is the specific permission for Right of Way under the Indian Telegraph Act, 1885 and the Indian Telegraph Right of Way Rules 2016.</p> <p>For allowing overhead conveyors and high voltage transmission lines and electricity transmission towers, way-leave permission fee will be charged on the basis of the scheduled rent for the area coming in the alignment of the structure.</p> <p>For essential public utility lines where beneficiary is port or other statutory / local bodies , wayleave permission fees @ Rs 2252.33 per calendar year or part thereof may be recovered.</p> <p>For laying of underground cables like optical fiber cable (OFCs), telephone cables, electric cables etc., having diameter up to 100 mm, area shall be calculated considering the minimum diameter 100 mm. For laying of underground cables having diameter more than 100 mm, area shall be calculated considering the actual diameter.</p>	
5.	For Durgachak Mini Market, license fee	Rs. 800/- (per month per plot measuring about 13.936 sq. mtrs.)
6.	Recovery of Hawker charges	
	<p>For Bare Chatal</p> <p>For Hardstand Chatal</p>	<p>Rs. 2.50 per day per hawker</p> <p>Rs. 2.50 per sq. meter per day per hawker.</p>

7.	Fees for Helipad Space	Rs. 15,000/- (per day or part thereof per helipad)
8.	Permission fee for construction/installation of microwave tower, antenna etc on land/building will be charged	Rs.34,000/- per 100 sqm. per month, subject to minimum Rs. 17,000/- per location per month or part thereof
9.	Processing Fee: Processing fee (excluding applicable taxes) for scrutiny of proposals of new construction and addition/alteration of existing approved structures (except way leave related cases) on leasehold premises only. However, the following structures will be exempted from payment of the said processing fees-septic tank, water reservoir, cycle stand, pump room, Generator room, Bus stand and school.	Rs.5700/- per proposal
10.	Lease Deed form and preparation cost	Rs.5700/- Per lease
11.	Re-survey Fee: (to be recovered from the lessee requiring re-demarcation of the plot after handing over possession of the land concerned) i) Resurvey fee for the first acre or part thereof ii) Resurvey fee for the land area beyond one acre	Rs.5700/- Rs.1200 per acre or part thereof

NOTES

For allotment of land & building (other than licensing of land / building inside Dock Interior Zone for storage of import/export cargo)

I. LEASE

1. Lease of land /buildings shall be granted by inviting tender-cum-auction methodology through a competitive bidding process over and above the reserve price of such plots, which shall be the updated SoR notified by the Competent Authority, save and except in the following cases:

- (i) For establishment of common utilities by local bodies like sewage plant, Government Schools and colleges and hospitals, bus terminus, cremation ground, water treatment plant etc. land can be allotted by the Port Trust on nomination basis provided, allotment is in the interest of the Port. The land

allotted to such entities is to be used exclusively for the purpose for which it has been allotted and under no circumstance, the usage can be changed. No transfer/sub-letting of such lease will be permitted. Concession up to 75% on the annual lease rent arrived at on the basis of updated SoR may be granted to government schools and colleges. Concession in lease rent can be provided by the Port's Board as provided under para (iv) below for establishment of common utilities by local bodies like sewage plant, hospitals, bus terminus, cremation ground, water treatment plant etc. provided, they are in accordance with approved master plan of the city and the land is not required for the Port's own use.

- (ii) Land can also be allotted on nomination basis to Government Departments, Statutory Local Bodies, Statutory Authorities/Autonomous Organizations under State/Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR.
- (iii) In cases where any CPSU/SPSU/Statutory Authority enters into Joint Ventures (JV) with private party/parties and the said CPSU/SPSU/Statutory Authority is the lead promoter and has the largest share-holding in the said JV, Port's Board may decide to allot land to them also on nomination basis with the approval of the Port's Board after incorporating appropriate safeguards provided:
 - a. Before allotment, JV is formed.
 - b. The lead promoter (i.e. CPSU/SPSU /Statutory Authority, etc.) is to continue as lead promoter with more than 50% share till the expiry of lease.
 - c. If the share of lead promoter becomes equal to or less than 50% of the total share, it will be treated as a breach.
- (iv) Concession may be granted to security agencies and Government Departments only up to 50% of the annual lease rent. However, in respect of land to be allotted to Government departments which are essential to the functioning of the Port like Customs, electricity department, health department and for core security functions, concession up to 75% of the annual lease rental may be considered by the port. But such concession may be given for only small extent of land required for core operational purposes imperative for Port functioning and not otherwise. The issue of granting concession and the quantum may be decided on a case-to-case basis by the Port's Board, after recording the reasons in writing.

2. Period of Lease:

Leases may be granted upto a maximum cumulative period of 30 years by the Port's Board. Leases beyond 30 years for capital intensive investment like tank farms, refineries etc. may also be granted with the approval of the Central Govt.

3. Renewal of leases will be governed by the prevailing Land Policy Guidelines.

4. Methodology of granting leases through nomination: -

- a. The land may be leased by the port on nomination basis either on (i) Upfront basis on payment of one-time upfront amount for the entire lease period and a nominal lease rent of Re 1/- per sq. mtr. per year for the currency of the leased period or (ii) on Premium (annual rent basis).
- b. For land leased out on nomination on upfront basis, the upfront rent shall be calculated on the basis of Net Present Value (NPV) of annual lease rentals for the entire period of lease escalating the applicable rent as per prevailing SoR, annually by 2% and discounting annually by the rate of the longest-term G-sec rate as per the RBI Bulletin at the time of issuance of offer. In addition, Re.1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease. GST etc. as applicable shall be payable extra.
- c. For land leased out on nomination on annual lease rent basis, annual lease rent for the 1st year will be calculated based on the updated SoR. From the 2nd year onwards, the rate of rent will be escalated in terms of provision under item- (III) (1) (ii) of this NOTES, based on which the annual rents will be calculated.

5. Methodology of granting leases other than through nomination:

- a. The land may be leased by the port through tender-cum-auction either (i) on upfront basis on payment of one time upfront amount for the entire lease period and a nominal lease rent of Re 1/- per sq. meter per year for the currency of the lease period or (ii) on premium (annual lease rent) basis.
- b. For leases granted through tender cum auction methodology on upfront payment basis, upfront rent will be calculated on the basis of the Net Present Value (NPV) of annual lease rentals (at the quoted and accepted rate of rent) for the entire period of lease, escalating the applicable rent annually by 2% and discounting annually by the rate of the longest-term G-Sec rate as per the RBI Bulletin at the time of issuance of tender. In addition, a nominal lease rent of Re 1/- per sq.mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease.
- c. For leases granted through tender cum auction methodology on Premium (Annual lease rent) basis, Annual lease rent for the 1st year will be computed based on the highest accepted quoted amount towards land rent. In addition, GST etc. as applicable shall be payable. From the 2nd year onwards, the rate of rent will be escalated in terms of provision under item - (III) (1)(ii) of this NOTES, based on which the annual rents will be calculated.

Note: In both the cases as at item 5a & 5b above, the bidders will have to quote upfront payment / annual lease rent rates over & above the reserve price which shall be the updated SoR notified by the Competent Authority.

6. Transfer of leases:

The lessee may be allowed to transfer the lease as per extant laws after obtaining prior approval of the SMPK Board provided transferee takes over all the liabilities of the original lessee/allottee. Such transfer shall be for the remaining duration of the lease and in accordance with the Land Use Plan of the Port. Before allowing such transfer, the SMPK shall recover-

(i) In case of leases granted on upfront basis

In case of those lands which were originally given on lease on upfront rental basis, the transfer as per the extant laws may be allowed subject to the transferee agreeing to pay the following:

- (a) An undertaking for payment of the upfront rental as calculated on pro-rata basis for the balance period; and
- (b) A fee equal to 50% of the pro-rata upfront rental payable up to the time of transfer.

(ii) In case of leases granted on annual lease rent basis transfer may be allowed subject to

- (a) An undertaking for payment of the annual lease rental for the balance period; and
- (b) A fee equivalent to 50% of the total lease rent payable by the original lessee up to the time of transfer

(iii) Transfer of lease shall not be permitted where land was initially been allotted on nomination basis or at concessional rates of lease rent.

(iv) In respect of cases where the transferors extract premium on the transfer of the lease, 50% of such premium is to be paid to SMPK.

7. Mortgage:

SMPK will grant NOC for mortgaging of lease hold interest only in favour of reputed financial institutions / scheduled banks subject to SMPK retaining the first charge on them and recovery of fee as will be decided by the Board and other terms & conditions as per provisions of Land Policy Guidelines prevailing from time to time and directives of Central Government in the matter as applicable.

8. Sub-lease/ Subletting:

- (i) In case of all future long-term leases, existing leases where subletting has been prohibited explicitly & leases granted after 2014, no subletting will be allowed.
- (ii) The existing lease holder [other than cases referred under (i) above] may be allowed to sublet/partially sublet the leased premises from a prospective date to another party for the same purpose for which it was originally allotted, provided, the lease deed has enabling provision for the same. Also, purpose of such subletting shall be in accordance with the Land Use Plan and before allowing this, the Port shall recover 50% of the rent charged by the lessee from the sub-lessee or 50% of the updated SoR, whichever is higher, for the entire period of sub-lease, irrespective of the fact whether land was originally allotted on upfront basis or annual rental basis. It is clarified that the original lessee would continue to remain responsible for payment of lease rent and for adherence to the terms and conditions of the lease. It is further clarified that leased premises shall also include structures built on leased land for the purpose of recovering of subletting fees. Exemption from collecting subletting fees may be given in case of FTZ, SEZ, Multi Modal Logistic Parks, Mega Food Parks, Free Trade Warehousing Zones, etc. wherein the business model is based on subletting only. The issue of whether the business model is based on the subletting or not may be decided by the Board.
- (iii) No subletting will be allowed for leases granted on nomination basis.

9. Surrender of lease:

Leased land may be surrendered to SMPK any time after 2 years from commencement of lease unless otherwise anything to the contrary is mentioned in the covenants of the lease. For any surrender of lease, at least 6 (six) months' notice will be required. If any lessee wants to surrender within first 2 years of commencement of lease, he will have to pay lease rent for 2 years. In case of surrender, the lessee will get refund of upfront rent paid for the unutilized portion of the lease, as per the following formula: -

The difference of

- NPV of original lease period and
- NPV of the enjoyed years of lease, calculated at the same base rate of rent and same G- Sec rate, as considered for calculation of NPV for the original lease period, at the time of allotment.

10. Change of use of leased land:

Change of use of leased land may be permitted on receipt of prior application, in case such change is in conformity with the Land Use Plan and the lease covenants and subject to payment of -

- i) Higher rate of rent for the new usage as per extant updated SoR, w.e.f. the date of change of purpose i.e. w.e.f. the date of issuance of permission letter or change of purpose actually started whichever is earlier (In case the existing rate is higher than the proposed rate of New Purpose, the existing rate will continue with annual escalation, rent revision etc. as per lease covenants) and
- ii) Fees equivalent to lease rent (applicable as per [i] above) for 6 months and applicable GST

11. SMPK's right to resume possession and impose MGT:

- a) SMPK shall have the right to resume possession of the leased land in public interest before expiry of leased period. In such cases, subject to availability of land, the lessee may at the discretion of the SMPK Board be given an option to relocate the activities in another suitable location to be offered by SMPK, as per the land use plan or refund of proportionate upfront rent if the land was leased on upfront basis.
- b) SMPK would have the option to prescribe Minimum Guaranteed Traffic / Minimum Guaranteed Revenue as conditions for fresh leases if deemed fit.

12. Mutation:

The following cases will be treated as cases of mutation and for granting such mutation, a fee equivalent to 5% of the 12 months' rent (excluding applicable taxes, Duties, Cesses) or Rs.20,000/- (excluding applicable taxes), whichever is higher, shall be recovered. In case, there are multiple plates in the name of one lessee, mutation charges are to be paid separately for each plate.

- (i). In case of death of a lessee, mutation to his legal heir or legal successor or representative.
- (ii). Mutation consequential to the order of the court or as per new Certificate of Incorporation as per Registrar of Companies.
- (iii). Mutation consequential to lessee becoming subject to laws of insolvency or liquidation
- (iv). Gratuitous mutation to any of the legal heirs due to old age, infirmity or some other valid reasons

13. The existing leases will be governed by the relevant covenants of the respective leases.

II. LICENSE

i. Inside Custom Bond area (Dock Interior Zone):

The land / buildings / structures inside custom bond area shall be allotted on license basis only, as per provisions framed and approved by Competent Authority from time to time.

ii. Outside Custom bond area (other than Dock Interior Zone) :

License of land/ building outside Custom bond area can be allotted only for port related activities and for cases where it will not be feasible to make such allotments on lease basis. Such licenses will be granted normally through tender cum auction procedure. In cases where the tender cum auction is not possible, the land / buildings/ structures may also be allotted on license basis at the updated SoR rates. Besides, other methodology and conditions as applicable in case of licensing of land inside the Custom bond area will also be applicable.

III. Other Conditions

1. Escalation of Rates:

- (i) All the rates indicated in the SoR shall get automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of this instant Rent Schedule and after every year thereafter, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year.

[**Note:** The first escalation of Rent of land under Haldia Dock -II will be on 26.10.2023 and thereafter will follow the annual escalation as stated above.]

- (ii) The rate of rent of all future leases on annual basis / 5 years licence will get escalated every year from the date as would be notified in revised schedule of rent for land & buildings of SMPK at Haldia, by 2% of the rent payable in the preceding year or the scheduled rent then in force, whichever is higher.

During the tenure of the lease/ licence, if the scheduled rate of rent becomes higher than the rate of rent / licence fee at which rent /licence fees is being paid by the lessee/licensee, the scheduled rate of rent / licence fees will be applicable straight-away from the date the scheduled rent/licence fees becomes applicable. Thereafter, the rent/licence fees will be escalated as per the provisions of the SoR prevailing at the relevant point of time.

- (iii) In case of existing monthly licenses and way-leave permissions, the escalation of license / way-leave permission fees will be guided by the respective terms of license / way-leave permission.
- (iv) The existing leases will be governed by the relevant covenants of the respective leases.

2. Payment of rent / license fees etc.:

- (i) The existing leases will be governed by the relevant covenants of the respective leases.
- (ii) In case of future lease of land / building on annual lease rent basis, licenses granted on 11 months basis as well as licenses initially granted for more than 11 months but upto 5 years, the annual rent / license fees will be paid by the lessees/licenseses in advance.

In such cases, the rent / license fee, whether demanded or not, shall be paid by the licensees / lessees on or before the 15th day from the date of beginning of each year (reckoned from date of commencement of lease/license), / date of beginning of license period for which the advance rent / license fee etc. is due.

- (iii) For other cases of licenses, the license fee, whether demanded or not, shall be paid by the licensees on or before the 15th day of each month/year (reckoned from date of commencement of license), succeeding that for which the license fee is due.
- (iv) In case of way leave permission, the annual way leave permission fees / nominal annual way-leave permission fee, whether demanded or not, shall be paid by the concerned party on or before 15th day of the calendar year succeeding that for which permission fee etc. is due.
- (v) Any other dues shall be paid by the lessee / licensee / party concerned within fifteen days from the issue of payment notice.

3. Security Deposit:

All lessees/licenseses shall deposit and/or maintain non-interest-bearing Security Deposit (SD) before grant of any lease/ license in the following manner, where, subsequent to lessee/licensee handing over of vacant, peaceful, unencumbered possession of the concerned land and/or structure to SMPK, SD, after adjusting dues of SMPK, if any, will be refunded to the concerned lessee/licensee: -

- (i) **Long term lease on Annual Rent Basis:**

SMPK shall keep SD equivalent to two years' rent plus applicable tax

component.

(ii) **Long term lease on upfront Basis:**

SMPK shall keep SD equivalent to two years' nominal rent @ Re 1/- plus applicable tax component.

(iii) **License initially granted up to 11 months:**

SMPK shall keep SD equivalent to three months' license fee plus applicable tax component for land/ structure/ quarters.

In case, licensee chooses to pay the total license fee for the license period in advance, S.D equivalent to only one month's license fee plus applicable tax component is to be deposited.

(iv) **License initially granted for more than 11 months but up to 5 years–**

Licensee would pay SD equivalent to 50% of the annual licence fee plus applicable tax component for land / structure.

In case, licensee chooses to pay the total license fee for the license period in advance, S.D equivalent to only one month's license fee plus applicable tax component is to be deposited.

4. Penal Charges for Encroachment :

Without prejudice to other appropriate action being taken, penal charges at 3 (Three) times the respective zonal rate of rent/license fee as per prevailing Schedule of Rent (SoR), will be recovered for encroachment of SMPK's land/building at Haldia for the first month of encroachment. For the period thereafter, the penal charges shall be recovered at 4 (Four) times the respective zonal rate of rent/license fee as per prevailing Schedule of Rent (SoR) for the encroached area.

Penal charge for encroachment will be without prejudice to the right and contentions of SMPK to take any other legal action against such encroachment.

5. Compensation:

In the event of expiration/ termination/ determination of lease/ license and despite receiving the notice thereof or forfeiture of lease/license on account of change of user, assignment, etc, if the lessee /licensee continues to occupy the premises unauthorisedly, the lessee or the licensee shall be liable to pay compensation for wrongful use and occupation of the premises at **three (3) times**

the annual lease rent/license fee based on the latest SoR, till the vacant possession is obtained by the Port. In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis.

6. Penal Interest:

- i) Simple Interest@12.00% per annum on the outstanding rent / License fee, upfront rent / Advance rent / license fees/ way leave permission fees, penal charges for encroachment/ unauthorized occupation, compensation, occupational charges, water charges and other demands (as indicated in bill/invoice/demand notice) will be recovered from the due date, if the same is not paid within one month of the due date. The aforesaid rate of interest would be applicable for all future leases, licenses and way-leave permission and other permissions.
- ii) The existing leases/ licenses/ way-leave permissions would be governed by the provisions of the respective leases/ licenses/ way-leave permissions in this regards.
- iii) In case of restoration of leases/licenses (earlier determined / terminated) as well as in case of compensation, where issuance of Bill/Invoice/Demand Notice were discontinued, the lessee/licensee/occupant will be liable to pay rent/license fee/compensation charges etc. along with applicable interest considering 15th day of each succeeding month due date for payment for the preceding month for the restored period of lease/license as well for the period under compensation.
- iv) The 'due date' for the purpose of levy of interest shall be the date as mentioned in the bill /invoice / Demand Notice concerned, excepting for the cases covered under sub clause-(iii) above.

7. Termination & imposition of penalty:

- a) In case the leased land is not used for the purpose for which it is granted, within two years of its allotment or as decided by the SMPK Board, the lease will be liable for termination and the possession of the land so allotted will be resumed by SMPK.
- b) If a lessee breaches / violates any provisions of Lease Agreement, the SMPK Board would reserve the right to impose appropriate penalty on the lessee or terminate the lease depending upon the nature / magnitude of breach / violation. Such penalty may be imposed after giving a reasonable opportunity to the lessee to present his case.

8. Other utilization of land :

- (i) When entering into a joint venture for improving Port connectivity or Port

development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.

- (ii) The Port shall not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.
- (iii) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. In respect of existing PPP/BoT projects, allotment of land will be governed by the provisions of the Concession Agreement. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on latest SoR, with the approved rate of annual escalation.

9. Other charges :

- (a) In addition to rent / license fee, the lessees / licensees will be required to pay the following:
 - (i) Municipal tax etc. as applicable
 - (ii) Electricity charges / water charges at actuals plus 19.25% on the actual amount as overheads, if electricity / water is supplied from SMPK sources.
- (b) The lessees / licensees will also be required to pay and discharge all present and future rates, Taxes (GST), Cesses, taxes, duties, charges assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or may at any time hereafter be assessed, charged or imposed upon or payable in respect of the demised land and / or any factory and / or building or structure erected by the lessees / licensees thereon or the owners or occupiers in respect thereof except the owners' share of municipal taxes in respect of the demised land.
- (c) In case of grant of way-leave permission, in addition to way-leave permission fee, supervision charge @15% of cost of laying of the pipelines / conveyers / cables etc. in the Port limit shall be paid by all the parties to SMPK. The charges would be applicable even if the supervision is done by a third party.

10. Applicability of Land Policy Guidelines.

In case there is any discrepancy/conflict between the above mentioned provisions of this instant Schedule of Rent with the Land Policy Guidelines prevailing at any point of time during the validity of this Schedule, the provision of Land Policy Guidelines will prevail.

11. The Schedule of Rent (SoR) for land and buildings of SMPK at Haldia will remain valid till 06.04.2026.

**Sd/-
S.K.Dhar
Secretary (I/C)**

