

DETAILS OF EXTENSION-CUM-ADDENDUM

Hoisted on 25.03.2015

Tender NIT No. KoPT/KDS/LND/01/2015

Issued pursuant to the Pre-bid meeting held on 19-03-2015: -

- A. The queries raised by the prospective tenderers present in the pre bid meeting held on 19-03-2015 [(a) M/s. Glocal Healthcare System Pvt. Ltd, (b) M/s. Manthan Broadband Services Pvt. Ltd., (c) M/s. Kaushik Global Logistics Ltd. (d) M/s. IRC, (e) M/s. I. B. Commercial, (f) M/s. Singh Enterprise, (g) M/s. Krishna Dayal Educational & Reaserch Society, (h) M/s. Shakti Logistics Pvt Ltd, (i) M/s. Natural Group, (j) M/s. Metro Cash & Carry Pvt. Ltd. (k) M/s. IMC Ltd & (l) M/s. Diamond Beverage Pvt. Ltd.] vis – a vis KoPT’s response are juxtaposed below.

Sl. No.	Queries of prospective tenders	KoPT’s reponse
1	New Company: Whether a new company without having audited Balance Sheet and Profit & Loss A/C for last 3 years, may be allowed to offer bids for allotment of plots of land/ structure on upfront basis.	For plots under Table ‘C’ only – In case of a newly formed Company, if the company does not have 3 years’ financial statements, then it must submit available audited Balance Sheet and Profit & Loss Account along with Audit Report, in connection with tender for allotment of land and structure on upfront basis and if a Company has started business in the current Financial Year, then it must submit its current year Balance Sheet and Profit & Loss Account with Audit certified by a Chartered Accountant. However, new company without having audited Balance Sheet and Profit & Loss A/C for last 3 years, is not eligible to offer bids for allotment of plots of land/ structure on annual rental basis for plots under Tables ‘D’ & ‘E’ and plots under Tables ‘A’ & ‘B’ .
2	Services Tax on payable upfront: a) Whether service tax amount on payable upfront shall be payable along with Upfront at one time or on yearly pro-rata basis. b) If bidders are required to pay service tax amount on payable upfront along with Upfront at one time, whether they will qualify to get CENVAT credit.	a) Tax amount will have to be paid along with Upfront at one time. b) Yes, if eligible otherwise, as per the rules governing Service Tax.
3.	Unauthorised occupation: What will happen when KoPT is unable to	Clause 10.2 of Conditions of lease and scope of

	<p>evict an unauthorized occupant from a small part of a plot of land being handed over to the successful tenderer? If the entire plot less the part occupied unauthorizedly is actually handed over, the proposed purpose of the prospective lessee may get defeated.</p>	<p>work stipulates, “At the time of handing over possession of land/property, actual measurement will be taken and the lessee will be duty bound to pay upfront/1st year’s annual rent on the basis of the actual measurement”.</p> <p>However, KoPT will endeavour to evict the unauthorized occupants before handing over to the successful bidder. If KoPT is not successful in doing so, the successful bidder shall take over the area KoPT is in a position to hand over, on payment of the requisite amount on the basis of the actual measurement.</p>
4.	<p>Purpose of Lease:</p> <p>a) Whether a part of a land can be used for combined purpose — partly for storage and partly for retail shop. In that event, how the charges shall be apportioned at the base rate and at 3.5 times the base rate?</p>	<p>The bidder, at the time of bidding, has to specify the actual ground area proposed to be used for the purposes which attract 3.5 times of the applicable base rent. The total rent payable would be calculated on the basis of purposes of use proposed in the bid.</p> <p>For example:</p> <p>(i) For Upfront : If total area is 4877 sq.m and Reserve Upfront is Rs.3,72,36,080.00, then Reserve Upfront per sq.m is $3,72,36,080.00 / 4877 = \text{Rs.}7635.04$</p> <p>Now, if 25% of area is indicated as proposed use for the purposes which attract 3.5 times rent, then actual reserve upfront would be = $(0.25 \times 4877 \times 3.5 \times 7635.04) + (0.75 \times 4877 \times 7635.04) = 3,25,81,578.82 + 2,79,27,067.56 = \text{Rs.}6,05,08,646.38$</p> <p>(ii) For Annual Rent: Similarly, if Reserve Annual Rental is Rs.26,01,889.00 for area of 3395 sq.m, then Reserve Annual Rent per sq.m is $26,01,889.00 / 3395 = \text{Rs.}766.39$.</p> <p>Now, if 25% of area is indicated as proposed use for purposes, which attract 3.5 times rent, then actual reserve Annual Rent would be = $(0.25 \times 3395 \times 3.5 \times 766.39) + (0.75 \times 3395 \times 766.39) = 22,76,657.29 + 19,51,420.54 = \text{Rs.}42,28,077.83$.</p>

	<p>In other words, if 25% area is proposed to be used for retail, the bidder has to quote more than Rs. 6,05,08,646.38 for Upfront as per example (i) or Rs.42,28,077.83 for Annual Rent as per example (ii). However, during tenure of lease, the ground coverage of such use will continue to be restricted within 25% of the lease area.</p> <p>N.B. Ground coverage for multi-storey structure is to be assessed as per the following :</p> <p>If total plot area is 4000 sq.m and structure area per floor is 1000 sq.m and total number of floor is 5, and one floor is used for purposes, which attract 3.5 times rent, then land use by such purpose would be taken as, [(structure area used for such purpose/total structure area) X total Land area] $1000/5000 \times 4000$ i.e 800 sq.m and % of such area is $800/4000 \times 100 = 20\%$ of total land area.</p> <p>If 2 floors are used for purposes, which attract 3.5 times rent, then % of such area is $[(2000/5000 \times 4000)/4000] \times 100 = 40\%$ of total land area.</p> <p>This should be read in conjunction with para 6 of B.</p> <p>At the time of checking if any excess area is found being used as shop or such purposes which attracts 3.5 times rent or areas other than approved ones are used as shop or such purposes which attracts 3.5 times rent, the same would be deemed as breach of lease terms and action for such breach would be taken by KoPT including imposition of penalty and/or termination of lease as per lease covenants. Difference in upfront / annual lease rent since handing over of the plot will also be recovered alongwith penal interest as per SoR.</p>
b) Whether commercial car parking, renting out the building as Marriage Hall shall attract rent at 3.5 times the base rate?	b) No
c) Business building: The said term may be	c) As per LUDCP of KMDA, “ Business

	clearly defined	building” that is to say any building or part thereof used principally for transaction of business for keeping of accounts and records or for similar purposes. Such building shall include offices, banks, professional establishments, court houses if the principal function of such offices, banks, professional establishments or court houses is transaction of public business or keeping of books and records. Such building shall also include buildings or premises solely or principally used as an office or for office purpose;
5	Construction: How the lessee will recover his cost of construction after expiry of the lease period, if he is not granted fresh lease thereafter.	As per standard lease terms, the lessee has to remove his structure alongwith all moveable items before expiry of lease. If he fails, the structures will vest in KoPT.
6.	Compensation: a) What would be the amount of compensation to the lessee for termination of the lease agreement due to National purpose? b) Whether the lessee would get proportionate refund of upfront for termination of the lease agreement due to National purpose?	a) The issue would be determined as per standard lease terms which are attached herewith. b) There is no provision in the Land Policy for proportionate refund of upfront.
7	Educational Building: Whether any educational institution not having Trade License or VAT registration will be allowed, and if yes, on the strength of what papers?	Affiliation documents issued by appropriate authority, instead of Trade license, will have to be submitted. Why they are not under cover of VAT may be clarified in a separate letter along with copies of supporting document
8.	Escalation of annual Rent and Rent Revision: How escalation is determined for plots on annual rent vis-à-vis on upfront basis?	Clause Nos. 10.1 A) (ii) & 10.1 B) (ii), (iii) of ‘Terms of payment of lease rent’ in the Conditions of lease & scope of work of the instant tender document may be referred to. This was also verbally explained during pre-bid meeting.
9.	Lease Commencement date and gestation period: From which date the lease shall commence —whether from date of lease agreement or on the date on which the gestation period ends.	The lease commences from the date of handing over of possession. Gestation period is included in the lease period.
10.	Renewal option: Whether renewal can be granted after completion of lease period.	No. However, fresh lease may or may not be granted as per then Policy of Govt. of India.
11.	Auction: Whether any advantage is given	No. H1 tendered amount is to be held as the

	to the H1 tenderer of the price bids, if auction is held.	floor price for auction. This is clearly described in the Evaluation Criteria of the tender document.
12.	Lessee & Sub-lease: If any plot/warehouse is used for storage purpose, whether 3 rd party goods may be stored there and/or whether C&F Agent will be treated as sub-lease.	If the purpose of lease is warehousing, then 3 rd party goods may be stored there. Operating through C&F agents is an approved process in warehousing activity, provided the lessee retains the full control over such operations.
13.	Lybian Warehouse: a) There is only one gate shown in sketch, whether another one gate is required for transportation purpose. b) Whether there will be demarcation between CISF and tendered property by wall. Who will bear the cost of boundary wall? c) Whether additional rent-free time for repair of Mechanical equipment which are out of order, will be granted.	a) Revised sketch showing proposed additional gates is attached . b) The wall separating tendered area and CISF area would be erected by KoPT. c) Lessee has to arrange for repair of Mechanical equipment at his own cost during the period of lease. However for removal of any fixtures (including lift/cargo lift), prior written permission from KoPT has to be taken and such KoPT fixtures would have to be deposited to MM, KoPT at lessees' own cost.
14.	Value of structure and developed land which are not mentioned in tender document:	Furnished in B) 2.
15.	Standard lease deed:	Separate standard lease deed formats for allotment on both upfront & annual rent basis are attached .

B. Clarification furnished by KoPT during Pre-bid meeting

Sl. No.	Clause Ref.	Amendment/ clarification
1.	The column for valuation of structure for plot no. C5 as mentioned in table no. C of	It has been inadvertently mentioned that the said plot is without any structure. However, there is a structure. Valuation for the said structure shall be intimated.

	NIT.																
2	Valuation of structure for different plots which are available at present shown in the table.	<table><tr><th>Plot No.</th><th>Valuation of structure + cost of valuation (excluding service tax) (in Rs.)</th></tr><tr><td>A1</td><td>Is being valued by empanelled valuer of KoPT</td></tr><tr><td>B2</td><td>Is being valued by empanelled valuer of KoPT</td></tr><tr><td>C20</td><td>Is being valued by empanelled valuer of KoPT</td></tr><tr><td>C21</td><td>Rs. 1,73,423/- + Rs. 2,000/-</td></tr><tr><td>C22</td><td>Is being valued by empanelled valuer of KoPT</td></tr><tr><td>C24</td><td>Rs. 7,37,520/- + Rs. 2,975/-</td></tr></table>	Plot No.	Valuation of structure + cost of valuation (excluding service tax) (in Rs.)	A1	Is being valued by empanelled valuer of KoPT	B2	Is being valued by empanelled valuer of KoPT	C20	Is being valued by empanelled valuer of KoPT	C21	Rs. 1,73,423/- + Rs. 2,000/-	C22	Is being valued by empanelled valuer of KoPT	C24	Rs. 7,37,520/- + Rs. 2,975/-	
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3.	The purpose of lease as mentioned in table no. C of NIT	The purpose for plot nos. C 15, C 16, D2, D3, D4, D5, D6, D7 & D8 of in the tender document shall be as follows in lieu of what is stated against the respective plot:- “Any purpose in conformity with LUDCP (except Residential purpose) -*Business Building, Mercantile [Retail] Building, Institutional Building, Educational Building, Assembly Building, Storage Building”															
4.	Details of Plot No. C18 under Table ‘C’ of N.I.T	<p>Plot no. C 18 shall be renumbered as D11. Its purpose is revised as follows:- “Any purpose in conformity with LUDCP (except Residential purpose) -*Business Building, Mercantile [Retail] Building, Institutional Building, Educational Building, Assembly Building, Storage Building and Extension of existing Industrial Building”</p> <p>Accordingly, the tenderer intending to submit offer for this plot shall fill in the Price Bid as per format for Plot under table ‘D’. Revised Price Schedule format is enclosed.</p> <p>M/s Kaushik Global Logistics is the existing licensee for the plot at Brooklyn Depot – erstwhile shed No 9, as shown in drawing No. 9332-D-III of the tender document.</p> <p>Accordingly, they are entitled to the first right of refusal in the instant tender. In other words, M/s Kaushik Global Logistics would be at liberty to participate in the instant tender and match the highest offer for the said plot of land, as may be received through tender-cum-auction, provided, they do not have any breach.</p> <p>Also, the said plot which is put up for tender against Reserve Upfront of Rs. 1,40,94,331/- (excluding tax), shall instead be on annual rent basis having Reserve Annual Rent of Rs. 9,29,233/- (excluding tax).</p>															

		However, if M/s. Kaushik Global Logistics becomes successful tenderer, they would have to pay Annual Rent not less than their current monthly licence fee X 12 months (in case the H1 rate is more than the reserve annual rent, but less than the annual licence fee deducted from the current licence fee being paid by M/s. Kaushik Global Logistics).
5.	Clause no. 10.8 of Conditions of Lease & Scope of Work	The percentage of Service Tax, as indicated in the referred clause and elsewhere in the tender document as 12.36 %, may be revised as 14% w.e.f. 01.04.2015, provided appropriate notification is issued in this regard.
6.	After clause no. 9 of the Evaluation Criteria of the tender:-	<p>Here, ‘any other purpose’ (i.e. besides weigh bridge and/or petrol pump) would be as per note No. 20 of the Rent Schedule of KoPT as reproduced below:-.</p> <p>“For land allotted to shops, refreshment stalls, petrol pumps and weigh bridge (public use) rent will be charged @ 3.5 times the scheduled rent/base rent as applicable for all the areas in KDS”.</p> <p>It is clarified that upfront/annual rent, which would be received from all the participating bidders for respective plots, shall be considered together irrespective of purpose of use mentioned by the tenderers and hence, the highest upfront/annual rent thus received, irrespective of applicability/non-applicability of 3.5 times the reserve upfront/annual rent mentioned in the tender, shall be the criterion for selection of the highest bidder.</p> <p>This should be read in conjunction with para 4 of A.</p>
7.	The note at the end of the Format for Price Schedule & MGT for plot under table ‘A’ & for plots under table ‘B’	The multiplying factor for converting to NPV shall be 10.53.
8.	Price Schedule Formats for plots under tables ‘C’ & ‘D’	Revised formats in supersession of the original ones given in the tender document are attached .

C. **Extension of Due date:-**

Revised due date & time of submission of offer : Upto 11-30 hrs. on 02.04.2015

No Bid will be accepted after 11-30 hrs on 02.04.2015, unless the extended due date is further extended by KoPT.

Revised due date & time of opening of techno-commercial offers : At 12-00 noon on 02.04.2015

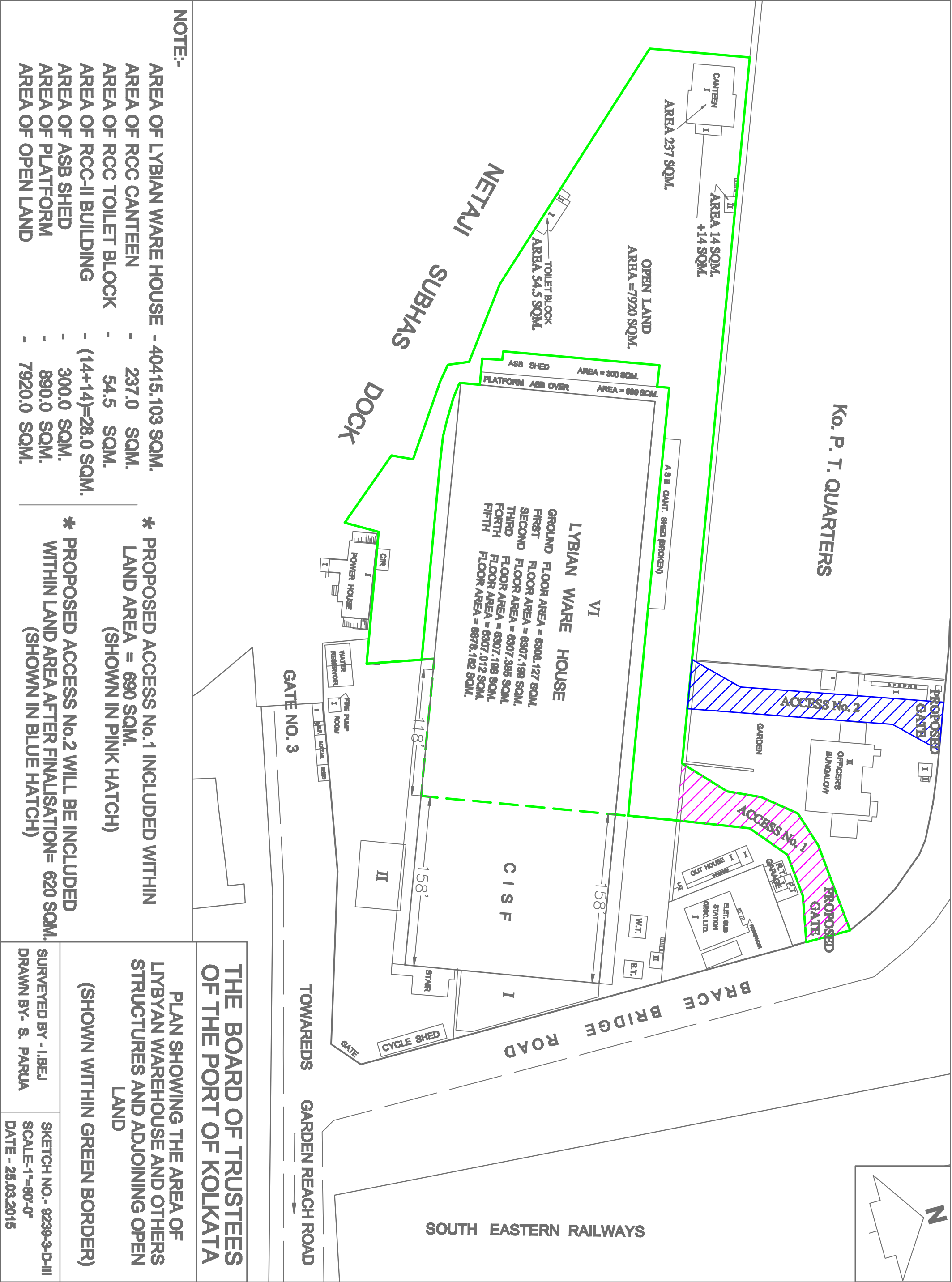
D. This document is part and parcel of the original tender document and a downloaded copy of this document containing details of extension and addendum, shall have to be submitted duly signed and stamped at each page alongwith the techno-commercial part of the tender as a token of confirmation of having read all the pages and having agreed to the same.

E. All other terms and conditions of the tender remain unaltered.

List of attachments:

- (i) Revised sketch of **structure** (E1) – 1 sheet
- (ii) Standard lease deed for allotment on **upfront basis**– 1 set
- (iii) Standard lease deed for allotment on **annual rent basis**– 1 set
- (iv) Revised Price Schedule Formats for plots under **table ‘C’** – 2 sheets
- (v) Revised Price Schedule Formats for plots under **table ‘D’** – 1 sheet

Estate Manager
ESTATE DIVISION
GENERAL ADMINISTRATION
DEPARTMENT
KOLKATA PORT TRUST
15, Strand Road, Kolkata - 700
001
Tele- Fax No. 91-33-2210-7634
email address : sk.dhar@kopt.in



Land. Long Term
Company.
(.....)
(Original)

THIS INDENTURE dated this..... day of.....
.....Two thousandand made
BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF
KOLKATA a body corporate constituted under the Major Port
Trusts Act. 1963 (No.38 of 1963) (hereinafter called the
“TRUSTEES” which expression shall where the context so admits
include their successors-in-office and assigns) of the ONE PART
AND (hereinafter
called the “LESSEE” which expression where not repugnant to
the context shall be deemed to include their successors and
permitted assigns) of the OTHER PART WITNESSETH the
Trustees hereby demise unto the Lessee for the Purpose of
“.....” on as is where is basis” a
piece of land msg. sq.mts. described in the Schedule
hereto and more particularly delineated on Plan No.
..... hereto annexed and thereon shown in
green border TOGETHER WITH all ways, passages, drains,
water-courses, rights, easements and appurtenances to the said
land belonging or therewith usually held and enjoyed (hereinafter
called the demised land) as from day of
Two Thousand and for the term of thirty years
thence next on lessee’s paying to the Trustees a non- refundable
and non-adjustable one time upfront premium of Rs.
..... (.....) only and during
the said term, the yearly rate rent of Re. (Rupee
.....) only per Sq.m. i.e. Rs. (.....)
only per annum subject to annual enhancement @ 2% per
annum, and such rent shall be paid at B. R. Section, Finance
Department at the Trustees’ Head office at 15, Strand Road,
Kolkata - 700001 or at the Bank and Branch specified by Kolkata
Port Trust within the due date as may be specified in the yearly
rent bill during the period of the lease. If rent bills are not received
by the lessee within the 10th day of the month in which the rent bill
is supposed to be raised every year, duplicate bills will have to be
compulsorily collected by the lessee at their cost, arrangement and
responsibility from the Bills Recoverable Section, Finance

Date of
execution.

Date of lease and
the period

Premium and
Rent payable
the period.

Premium and
Rent
payable.

Department Kolkata Port Trust at 15, Strand Road, Kolkata- 700 001 for the purpose of payment PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during the said term consider that the demised land or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port in the interest of the public or for national interest using the same and restoring thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least six months' previous notice in writing to the Lessee then and in such case immediately on the expiration of the said notice this present lease and everything herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the building, on the said land at the time of such determination and the Lessee shall have no claim against the Trustees for such earlier determination of this lease as aforesaid.

Determination
for Port
Purposes.

AND THE LESSEE hereby covenant with the Trustees in manner following that is to say: -

(1) THAT the Lessee will during the continuance of the term hereby granted pay the said rents hereinbefore reserved and made payable at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction barring statutory deduction.

Mode of
payment of rent.

(2) AND also will from time to time and at all times during the said term pay and discharge all present and future rates, taxes (including service tax, educational cess, secondary and higher secondary cess), 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 building thereon erected by the Lessee or the owner's or occupiers in respect thereof as hereinafter provided except the owners' share of Municipal taxes in respect of the demised land.

Payment of
taxes, duties etc.

(3) THAT the Lessee shall on or before the execution of these presents, deposit with the Trustees in cash a sum equivalent to twenty four months' rent as security for the due payment of the rent hereby reserved, and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Trustees to appropriate said sum and apply the said sum or any part thereof as the Trustees may

Security Deposit

at their discretion decide towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power of appropriation, then, after the Trustees receive back vacant and peaceful possession of the demised land at the termination or determination of these presents, the Trustees shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation so as, in part, to exhaust such money, then upon the Trustees receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents, any balance not appropriated shall be paid by the Trustees to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Trustees shall not be bound to make any such appropriation, and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled, without prejudice to the said power of appropriation, to exercise any other rights or remedies which the Trustees may in law or under these presents have before making any such appropriation, and may subsequently, after the exercise of any such rights, effect such appropriation. "Provided further that, in the event of the rent being increased at the time of enhancement of rent during the period of the lease, the Lessee shall forthwith on demand by the Trustees, deposit by cash whatever additional security as the Trustees may require so as to bring such cash deposit upto the amount equivalent to twenty four months' rent and charges as then applicable to the tenancy". And provided again, that for the purpose of this Clause, rent shall mean to include, besides the monthly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes etc. as are leviable at that point of time, notwithstanding anything contained in any other laws for the time being.

(4) AND also will not at any time during the said term without the licence in writing of the Trustees first had and obtained erect any building or other structural works on the demised land or make any alteration or addition whatsoever in or to any building which may hereafter be erected on the demised land with such licence as aforesaid. Provided however and it is distinctly stipulated and agreed that no application for the grant of such licence will be entertained by the Trustees unless they are satisfied that the proposed structures or buildings have bearing on the purpose for

Erection of structures.

which the Lessee are taking lease of the demised land and the period of the lease and in this respect the decision of Trustees shall be final and conclusive.

(5) AND will not at any time during the said term without such licence as aforesaid open work or dig any quarries for clay, gravel or sand, in upon or under the demised land PROVIDED THAT the Lessees shall be at liberty to dig pits and make other excavation for the purpose of foundations for permanent buildings the erection of which may be licensed as aforesaid. **Excavations.**

(5A) THE Lessees shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and structures, if any, built thereon.

(6) NOT to use the demised land or any part thereof or any building that may be erected thereon or any portion thereof for any purposes other than that for which the demised land is let out to the Lessee save and except with the previous consent of the Trustees first had and obtained in writing on the condition stipulated by the Trustees. Any change of purpose however must be in conformity with the land use plan of area notified by Trustees. **Change of purpose**

(7) Transfer or assignment of the aforesaid premises will not be allowed without prior permission from Kolkata Port Trust in writing. It is upon the discretion of Kolkata Port Trust whether or not to allow such permission. However, the lease will be transferable on payment of transfer fee and observance of other stipulations of Kolkata Port Trust and directive of Central Government then in vogue. No subletting and/or under letting will be allowed under any circumstances. **Transfer of lease and Sub-lease.**

(7A) AND the Lessee will not offer the demised land or any portion thereof as security either in Court of Law or anywhere else. Leasehold interest may be permitted to be mortgaged with the previous consent in writing of the Trustees. Decision of Kolkata Port Trust will be final and binding. **Mortgage**

(7B) AND the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business or the name of the business without the prior knowledge of the Trustees. **Composition of business**

(8) AND also that it shall be lawful for the Trustees, their agents and staff at any reasonable time or times to enter upon the demised land with a view to inspect and examine the condition of the same and the manner of construction of any building and **Access of the Trustees staff to the demised land.**

erection for the time being under construction or erection or already constructed or for the purpose of constructing, laying, altering or maintaining any water-courses, drains, pipes, or electric wires in connection with any adjoining property, the Trustees filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessee by reason of such repairing, laying, altering etc. by the Trustees as aforesaid but the Trustees will not be liable to pay any compensation to the Lessee for any damage or inconvenience that the Lessee may suffer in this connection.

(9) AND will not do or suffer to be done in or upon the demised land or any part thereof or in the building that may be erected thereon any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.

Causing inconvenience to neighbours.

(10) AND shall at all times during the said term be bound to execute to the satisfaction of the Trustees and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Trustees and/or their staff or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.

Maintenance of sanitary Condition.

(11) THE lessee will follow all safety norms as specified by competent authority (ies.) The lessee will also obtain all statutory clearances as may be required by law including fire, explosive and environmental clearance at their own cost. The Lessee will also take all antipollution and environment friendly measures in consultation with West Bengal State Pollution Control Board and other statutory organisations at their own cost. The lessee shall be solely responsible for any pollution and environmental degradation, if any, arising out of their activities.

(12) AND will at the expiration or sooner forfeiture/ determination of the said term or any extended period thereof quietly and peacefully yield up vacant and unencumbered possession of the demised land as a whole unto the Trustees with all buildings and erections, if any, erected thereon that shall not have been previously removed by the Lessees without any compensation to be paid by the Trustees. In case of failure of the lessee to deliver back vacant and unencumbered possession to the Trustees even after expiration or forfeiture/determination, compensation @ 3 times of the monthly rent equivalent and taxes calculated on the basis of lease rent/SoR/market rent, whichever, is higher, will be charged from the date of expiry/terminating forfeiture of the lease till the demised premises is handed over to

Yielding up demised land at the expiry or determination of the term.

Kolkata Port Trust.

- (13) **AND PROVIDED ALSO** and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes which may pass through the demised land and over which buildings or structures may be erected in such manner as shall give to the Trustees, their staff and agents free access at all times to the said water-pipes. Construction of culverts over water pipes etc.
- (14) **THE** Lessee shall obtain at their own cost and arrangement any trade or other "Licence" which may legally be necessary to run their business, trade and other activities in consonance with purpose of lease. Trade licence.
- (15) **PROVIDED ALWAYS** and it is agreed that any arrears of rent or other moneys accruing to or in favour of the Trustees from the Lessee shall be recoverable as a public demand in terms of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Any other breach of the terms and conditions of the Lease shall also be dealt with as per provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Recovery under P. P. Act.
- (15A) Without prejudice to the Trustees' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised land within the due date, as herein provided, interest at 14.25% per annum shall be payable by the lessee on the outstanding rent, tax and other statutory dues. It will be incumbent upon the lessee to collect the rent bill from the Trustees office as mentioned herein before for the purpose of payment in case of non-receipt of bill within 10th day of the month in which annual rent becomes due.
- (16) **ANY** statutory powers hereafter conferred upon the Trustees shall automatically apply to the demised land and provisions in that respect shall be deemed to be incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof. Statutory powers.
- (17) **ANY** notice required to be given to the Lessee hereunder may be served on the Lessee by sending the same through the Post addressed to them at the address above mentioned and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted. Service of notice.
- (18) **THAT** no portion of the demised land/or structures, if any shall be utilised as a place for any kind of worship of prayer or meeting whatsoever or converted into any kind of shrine, tomb, temple or mosque however small or insignificant. Utilisation of demised land as shrine etc.

(19) THE lease after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease shall be borne by the Lessee and also the cost of a counterpart or a copy if required by the Lessee.

Custody of the lease.

(20) THE Lessee shall be required to fence up and separate the demised land with boundary walls, pillars or by other arrangement immediately after taking over possession of the land if there is no such boundary wall and maintain such walls, pillars or fencing in good and proper condition during the said term and shall have to see that no other person or party may encroach upon any portion of the demised land and shall have to execute or caused to execute any work necessary or desirable in order to keep the demised land in good sanitary order and condition to the satisfaction of all authorities concerned.

Maintenance of boundaries.

(21) THE Lessee shall not exhibit or allow to be exhibit any advertisement or placards or other mode of representation on, above or within or outside the demised land and/or the buildings standing thereon or any part thereof without the prior written permission of the Trustees except name-boards and signboards of any nature relating to the business of the Lessee themselves subject to the Lessee complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

Exhibition of advertisement etc.

(22) THE Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause they shall, in addition to all other rights conferred on the Trustees under these presents, be liable to pay to the Trustees damages at such rate and for such period as the Estate Manager of the Trustees shall in his absolute discretion think fit and proper. For the purpose of this clause the said Estate Manager is to be deemed an Arbitrator appointed by the Parties: PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Trustees harmless and indemnified against any loss, damage, claims or actions whatsoever that the Trustees may be put to or the Trustees may in anywise incur in anyway relating thereto or arising there from.

Indemnity

(23) That the lease shall not have any option of renewal after 30 years.

No option of renewal.

(24) THAT the Lessee shall have to guarantee to the Lessor a minimum cargo throughput as given in the MOU signed between the Lessee and the Lessor in respect of handling of cargo at

Minimum guaranteed

Kolkata Dock System.

**cargo
throughput**

(24A) The time frame for achieving the minimum guaranteed cargo would also be given in the said MOU.

(24B) In case the Lessee fails to achieve the minimum guaranteed cargo per annum as per MOU, the Lessee would be required to pay to the Lessor the full wharfage/on board charges equivalent to the sum guaranteed as per MOU. Computation of the wharfage/on board charges of minimum guaranteed cargo would be made in terms of the Scale of Rates of the Lessor as applicable and as revised from time to time.

(24C) The lease of land shall be liable for termination, inter-alia, if the Lessee fails to pay the minimum guaranteed wharfage/on board charges, or if the minimum guaranteed performance is not achieved without any genuine and sufficient reason for 3 consecutive years.

(24D) The Lessee will have to furnish irrevocable Bank guarantee equivalent to the wharfage/on board charges recoverable on the annual guaranteed throughput as per MOU calculated as per the Scale of Rates of the Lessor as applicable within the time frame as mentioned in the MOU.

AND the Trustees hereby covenant with the Lessee in manner following :-

- | | |
|--|---|
| 1. THAT they will at all times during the said term pay the owners' share of Municipal taxes payable in respect of the demised land but not any taxes in respect of the buildings and erections that may hereafter be erected thereon by the Lessee. | Payment of
owners' share of
taxes. |
| 2. AND that the Lessee paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised land during the term hereby granted or any extension thereof without any lawful interruption or disturbance from or by the Trustees. | Peaceful holding
of the land by
the Lessees. |

PROVIDED ALWAYS and these presents are upon the express condition that if the said yearly rent hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for 21 (twenty) one days after the same shall have become due (whether demanded or not) or if the Lessee shall at any time commit a breach of or fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained including	Resumption of the demised land in default of rent and for other legal disabilities.
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the condition laid down in this clause and on their part to be paid, performed and observed or if the Lessee being an individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with their creditors or if the lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects, then and in any of such cases it shall be lawful for the Trustees or any person duly authorised by them without notice at any time thereafter into and upon the demised land or any part thereof in the name of the whole to re-enter and the same to have again re-possessed and enjoyed as if these presents had not been made but without prejudice to any right of action or remedy or the Trustees in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

PROVIDED further and these presents are also upon the express condition that in the event of the demised land not being developed by the Lessee and/or put into use or utilised for the purpose for which the land is demised within the period of two years from the date of the lease, the Trustees shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice in writing to the Lessees. In the event of any dispute or difference of opinion as to whether the demised land has been developed and/or put into use or utilised for the purpose for which the land is demised, the decision of Estate Manager, Kolkata Port Trust shall be final and conclusive.

AND it is also hereby agreed and declared that the Lessee may at any time prior to the expiration of the said term of thirty years or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all buildings and erections, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings and erections, not so removed shall at the expiration or previous determining of the said term of thirty years, as the case may be, become the absolute property of the Trustees without payment to the Lessee of any compensation therefore whatsoever **PROVIDED** that on any such removal the surface of the demised land shall be restored and levelled by the Lessee at their own costs as it was at the time of this lease and to the satisfaction of the Trustees.

Transfer of the ownership of the Lessees' structures to the Trustees at the expiration of the term etc.

PROVIDED ALSO and it is hereby also agreed and declared that **Compensation** notwithstanding anything hereinbefore contained if this lease shall be determined by the Trustees by at least six month's Notice in writing if the land is required for the purpose of port or public or the national interest under the power in that behalf hereinbefore reserved, the Lessee shall be entitled any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings and erections erected by the Lessee with the licence of the Trustees in writing as provided in clause 3 hereof and at the time of such six months' notice from the Trustees standing and being on the demised land and in case such notice shall be given the Trustees may if they so decide purchase such buildings and erections accordingly (but without any plant and machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the buildings and erections as aforesaid the price to be paid therefore shall be assessed by the Kolkata Port Trust and provided , however, and it is expressly agreed by and between the parties that in the event of the Trustees deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessees as aforesaid or as to the manner or ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an Umpire before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof and the decision of such Arbitrators and/or Umpire as the case may be, shall be final and binding on both the parties.

IN WITNESS WHEREOF the Trustees have hereunto caused their Common Seal to be affixed and the Lessee have executed this lease the day month and year first above written.

GIVEN under the Common Seal of
The Board of Trustees of the Port of
Kolkata and duly signed in the presence
Of..... (Authorised Signatory)
..... Kolkata Port Trust
at 15, Strand Road, Kolkata.

**SIGNED sealed and delivered for
and on behalf of the above named.....**

.....

.....

by their.....

Shri..... Lessee.

in the presence of.....

.....

at.....

THE SCHEDULE HEREINBEFORE REFERRED TO:

**The said piece or parcel of land measuring Sq.m.
at Police Station:
....., District:, Registration District:
..... It is bounded on the North
....., on the South, on the East
by and on the west Trustees means,
The Board of Trustees of the Port of Kolkata. More particularly
delineated on the plan no: hereto annexed and
there on shown in green border.**

Land. Long Term
Company.
(.....)
(Original)

THIS INDENTURE dated this..... day of.....
.....Two thousandand made
BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF
KOLKATA a body corporate constituted under the Major Port
Trusts Act. 1963 (No.38 of 1963) (hereinafter called the
“TRUSTEES” which expression shall where the context so admits
include their successors-in-office and assigns) of the ONE PART
AND (hereinafter
called the “LESSEE” which expression where not repugnant to
the context shall be deemed to include their successors and
permitted assigns) of the OTHER PART WITNESSETH the
Trustees hereby demise unto the Lessee for the Purpose of
“.....” on as is where is basis” a
piece of land msg. sq.mts. described in the Schedule
hereto and more particularly delineated on Plan No.
..... hereto annexed and thereon shown in
green border TOGETHER WITH all ways, passages, drains,
water-courses, rights, easements and appurtenances to the said
land belonging or therewith usually held and enjoyed (hereinafter
called the demised land) as from day of
Two Thousand and for the term of thirty years
thence next on lessee’s paying to the Trustees a non- refundable
and non-adjustable one time upfront premium of Rs.
..... (.....) only and during
the said term, the yearly rate rent of Re. (Rupee
.....) only per Sq.m. i.e. Rs. (.....)
only per annum subject to annual enhancement @ 2% per
annum, and such rent shall be paid at B. R. Section, Finance
Department at the Trustees’ Head office at 15, Strand Road,
Kolkata - 700001 or at the Bank and Branch specified by Kolkata
Port Trust within the due date as may be specified in the yearly
rent bill during the period of the lease. If rent bills are not received
by the lessee within the 10th day of the month in which the rent bill
is supposed to be raised every year, duplicate bills will have to be
compulsorily collected by the lessee at their cost, arrangement and
responsibility from the Bills Recoverable Section, Finance

Date of
execution.

Date of lease and
the period

Premium and
Rent payable
the period.

Premium and
Rent
payable.

Department Kolkata Port Trust at 15, Strand Road, Kolkata- 700 001 for the purpose of payment PROVIDED ALWAYS and it is hereby agreed that if the Trustees shall at any time during the said term consider that the demised land or any part thereof is required for the purpose of the construction or carrying out of any works or otherwise for the developments of the Port in the interest of the public or for national interest using the same and restoring thereto and shall be desirous on any of these grounds of determining this present lease and of such their desire shall give at least six months' previous notice in writing to the Lessee then and in such case immediately on the expiration of the said notice this present lease and everything herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the building, on the said land at the time of such determination and the Lessee shall have no claim against the Trustees for such earlier determination of this lease as aforesaid.

Determination
for Port
Purposes.

AND THE LESSEE hereby covenant with the Trustees in manner following that is to say: -

(1) THAT the Lessee will during the continuance of the term hereby granted pay the said rents hereinbefore reserved and made payable at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction barring statutory deduction.

Mode of
payment of rent.

(2) AND also will from time to time and at all times during the said term pay and discharge all present and future rates, taxes (including service tax, educational cess, secondary and higher secondary cess), 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 building thereon erected by the Lessee or the owner's or occupiers in respect thereof as hereinafter provided except the owners' share of Municipal taxes in respect of the demised land.

Payment of
taxes, duties etc.

(3) THAT the Lessee shall on or before the execution of these presents, deposit with the Trustees in cash a sum equivalent to twenty four months' rent as security for the due payment of the rent hereby reserved, and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Trustees to appropriate said sum and apply the said sum or any part thereof as the Trustees may

Security Deposit

at their discretion decide towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Trustees in respect of or arising out of these presents. Should the Trustees desire not to exercise the said power of appropriation, then, after the Trustees receive back vacant and peaceful possession of the demised land at the termination or determination of these presents, the Trustees shall pay over such money to the Lessee or to their legal representatives which shall be a valid discharge as against the Trustees. Should the Trustees exercise the said power of appropriation so as, in part, to exhaust such money, then upon the Trustees receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents, any balance not appropriated shall be paid by the Trustees to the Lessee or to their legal representatives which shall be a valid discharge as aforesaid. The Trustees shall not be bound to make any such appropriation, and failure to do so at any particular time shall not be deemed to be a waiver. The Trustees shall be entitled, without prejudice to the said power of appropriation, to exercise any other rights or remedies which the Trustees may in law or under these presents have before making any such appropriation, and may subsequently, after the exercise of any such rights, effect such appropriation. "Provided further that, in the event of the rent being increased at the time of enhancement of rent during the period of the lease, the Lessee shall forthwith on demand by the Trustees, deposit by cash whatever additional security as the Trustees may require so as to bring such cash deposit upto the amount equivalent to twenty four months' rent and charges as then applicable to the tenancy". And provided again, that for the purpose of this Clause, rent shall mean to include, besides the monthly rent payable at any point of time during the validity of the lease, such municipal rates, cesses and taxes etc. as are leviable at that point of time, notwithstanding anything contained in any other laws for the time being.

(4) AND also will not at any time during the said term without the licence in writing of the Trustees first had and obtained erect any building or other structural works on the demised land or make any alteration or addition whatsoever in or to any building which may hereafter be erected on the demised land with such licence as aforesaid. Provided however and it is distinctly stipulated and agreed that no application for the grant of such licence will be entertained by the Trustees unless they are satisfied that the proposed structures or buildings have bearing on the purpose for

Erection of structures.

which the Lessee are taking lease of the demised land and the period of the lease and in this respect the decision of Trustees shall be final and conclusive.

(5) AND will not at any time during the said term without such licence as aforesaid open work or dig any quarries for clay, gravel or sand, in upon or under the demised land PROVIDED THAT the Lessees shall be at liberty to dig pits and make other excavation for the purpose of foundations for permanent buildings the erection of which may be licensed as aforesaid. **Excavations.**

(5A) THE Lessees shall faithfully observe and follow all laws, rules, regulations and notifications whatsoever governing the use of the demised land and structures, if any, built thereon.

(6) NOT to use the demised land or any part thereof or any building that may be erected thereon or any portion thereof for any purposes other than that for which the demised land is let out to the Lessee save and except with the previous consent of the Trustees first had and obtained in writing on the condition stipulated by the Trustees. Any change of purpose however must be in conformity with the land use plan of area notified by Trustees. **Change of purpose**

(7) Transfer or assignment of the aforesaid premises will not be allowed without prior permission from Kolkata Port Trust in writing. It is upon the discretion of Kolkata Port Trust whether or not to allow such permission. However, the lease will be transferable on payment of transfer fee and observance of other stipulations of Kolkata Port Trust and directive of Central Government then in vogue. No subletting and/or under letting will be allowed under any circumstances. **Transfer of lease and Sub-lease.**

(7A) AND the Lessee will not offer the demised land or any portion thereof as security either in Court of Law or anywhere else. Leasehold interest may be permitted to be mortgaged with the previous consent in writing of the Trustees. Decision of Kolkata Port Trust will be final and binding. **Mortgage**

(7B) AND the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of their business or the name of the business without the prior knowledge of the Trustees. **Composition of business**

(8) AND also that it shall be lawful for the Trustees, their agents and staff at any reasonable time or times to enter upon the demised land with a view to inspect and examine the condition of the same and the manner of construction of any building and **Access of the Trustees staff to the demised land.**

erection for the time being under construction or erection or already constructed or for the purpose of constructing, laying, altering or maintaining any water-courses, drains, pipes, or electric wires in connection with any adjoining property, the Trustees filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessee by reason of such repairing, laying, altering etc. by the Trustees as aforesaid but the Trustees will not be liable to pay any compensation to the Lessee for any damage or inconvenience that the Lessee may suffer in this connection.

(9) AND will not do or suffer to be done in or upon the demised land or any part thereof or in the building that may be erected thereon any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or premises.

Causing inconvenience to neighbours.

(10) AND shall at all times during the said term be bound to execute to the satisfaction of the Trustees and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Trustees and/or their staff or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.

Maintenance of sanitary Condition.

(11) THE lessee will follow all safety norms as specified by competent authority (ies.) The lessee will also obtain all statutory clearances as may be required by law including fire, explosive and environmental clearance at their own cost. The Lessee will also take all antipollution and environment friendly measures in consultation with West Bengal State Pollution Control Board and other statutory organisations at their own cost. The lessee shall be solely responsible for any pollution and environmental degradation, if any, arising out of their activities.

(12) AND will at the expiration or sooner forfeiture/ determination of the said term or any extended period thereof quietly and peacefully yield up vacant and unencumbered possession of the demised land as a whole unto the Trustees with all buildings and erections, if any, erected thereon that shall not have been previously removed by the Lessees without any compensation to be paid by the Trustees. In case of failure of the lessee to deliver back vacant and unencumbered possession to the Trustees even after expiration or forfeiture/determination, compensation @ 3 times of the monthly rent equivalent and taxes calculated on the basis of lease rent/SoR/market rent, whichever, is higher, will be charged from the date of expiry/terminating forfeiture of the lease till the demised premises is handed over to

Yielding up demised land at the expiry or determination of the term.

Kolkata Port Trust.

- (13) **AND PROVIDED ALSO** and it is hereby expressly agreed that the Lessee shall construct culverts over all water-pipes which may pass through the demised land and over which buildings or structures may be erected in such manner as shall give to the Trustees, their staff and agents free access at all times to the said water-pipes. Construction of culverts over water pipes etc.
- (14) **THE** Lessee shall obtain at their own cost and arrangement any trade or other "Licence" which may legally be necessary to run their business, trade and other activities in consonance with purpose of lease. Trade licence.
- (15) **PROVIDED ALWAYS** and it is agreed that any arrears of rent or other moneys accruing to or in favour of the Trustees from the Lessee shall be recoverable as a public demand in terms of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Any other breach of the terms and conditions of the Lease shall also be dealt with as per provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971. Recovery under P. P. Act.
- (15A) Without prejudice to the Trustees' other rights reserved under these presents, it is hereby expressly agreed and declared that in case of default in payment of rent bills in respect of the demised land within the due date, as herein provided, interest at 14.25% per annum shall be payable by the lessee on the outstanding rent, tax and other statutory dues. It will be incumbent upon the lessee to collect the rent bill from the Trustees office as mentioned herein before for the purpose of payment in case of non-receipt of bill within 10th day of the month in which annual rent becomes due.
- (16) **ANY** statutory powers hereafter conferred upon the Trustees shall automatically apply to the demised land and provisions in that respect shall be deemed to be incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof. Statutory powers.
- (17) **ANY** notice required to be given to the Lessee hereunder may be served on the Lessee by sending the same through the Post addressed to them at the address above mentioned and shall be deemed to have been duly served on them on the day next subsequent to the day on which it was posted. Service of notice.
- (18) **THAT** no portion of the demised land/or structures, if any shall be utilised as a place for any kind of worship of prayer or meeting whatsoever or converted into any kind of shrine, tomb, temple or mosque however small or insignificant. Utilisation of demised land as shrine etc.

(19) THE lease after registration shall remain in the custody of the Trustees. The costs of preparing, stamping and registering the lease shall be borne by the Lessee and also the cost of a counterpart or a copy if required by the Lessee.

Custody of the lease.

(20) THE Lessee shall be required to fence up and separate the demised land with boundary walls, pillars or by other arrangement immediately after taking over possession of the land if there is no such boundary wall and maintain such walls, pillars or fencing in good and proper condition during the said term and shall have to see that no other person or party may encroach upon any portion of the demised land and shall have to execute or caused to execute any work necessary or desirable in order to keep the demised land in good sanitary order and condition to the satisfaction of all authorities concerned.

Maintenance of boundaries.

(21) THE Lessee shall not exhibit or allow to be exhibit any advertisement or placards or other mode of representation on, above or within or outside the demised land and/or the buildings standing thereon or any part thereof without the prior written permission of the Trustees except name-boards and signboards of any nature relating to the business of the Lessee themselves subject to the Lessee complying with the Municipal, Police or any other Laws, Rules or Regulations for the same for the time being in force.

Exhibition of advertisement etc.

(22) THE Lessee shall not on any account encroach or allow or suffer any encroachment to be made upon the road or any portion of the land surrounding the land hereby demised or upon any other land whatsoever. In the event of the Lessee committing a breach of any of the terms contained in this clause they shall, in addition to all other rights conferred on the Trustees under these presents, be liable to pay to the Trustees damages at such rate and for such period as the Estate Manager of the Trustees shall in his absolute discretion think fit and proper. For the purpose of this clause the said Estate Manager is to be deemed an Arbitrator appointed by the Parties: PROVIDED ALWAYS that in the event of a breach of the covenants contained in this clause on the part of the Lessee to be observed the Lessee shall, in addition, hold the Trustees harmless and indemnified against any loss, damage, claims or actions whatsoever that the Trustees may be put to or the Trustees may in anywise incur in anyway relating thereto or arising there from.

Indemnity

(23) That the lease shall not have any option of renewal after 30 years.

No option of renewal.

(24) THAT the Lessee shall have to guarantee to the Lessor a minimum cargo throughput as given in the MOU signed between the Lessee and the Lessor in respect of handling of cargo at

Minimum guaranteed

Kolkata Dock System.

**cargo
throughput**

(24A) The time frame for achieving the minimum guaranteed cargo would also be given in the said MOU.

(24B) In case the Lessee fails to achieve the minimum guaranteed cargo per annum as per MOU, the Lessee would be required to pay to the Lessor the full wharfage/on board charges equivalent to the sum guaranteed as per MOU. Computation of the wharfage/on board charges of minimum guaranteed cargo would be made in terms of the Scale of Rates of the Lessor as applicable and as revised from time to time.

(24C) The lease of land shall be liable for termination, inter-alia, if the Lessee fails to pay the minimum guaranteed wharfage/on board charges, or if the minimum guaranteed performance is not achieved without any genuine and sufficient reason for 3 consecutive years.

(24D) The Lessee will have to furnish irrevocable Bank guarantee equivalent to the wharfage/on board charges recoverable on the annual guaranteed throughput as per MOU calculated as per the Scale of Rates of the Lessor as applicable within the time frame as mentioned in the MOU.

AND the Trustees hereby covenant with the Lessee in manner following :-

- | | |
|--|---|
| 1. THAT they will at all times during the said term pay the owners' share of Municipal taxes payable in respect of the demised land but not any taxes in respect of the buildings and erections that may hereafter be erected thereon by the Lessee. | Payment of
owners' share of
taxes. |
| 2. AND that the Lessee paying the rent hereby reserved and performing and observing each and all the several covenants, conditions and agreements herein contained and on their part to be performed and observed shall and may peaceably and quietly hold the demised land during the term hereby granted or any extension thereof without any lawful interruption or disturbance from or by the Trustees. | Peaceful holding
of the land by
the Lessees. |

PROVIDED ALWAYS and these presents are upon the express condition that if the said yearly rent hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for 21 (twenty) one days after the same shall have become due (whether demanded or not) or if the Lessee shall at any time commit a breach of or fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained including	Resumption of the demised land in default of rent and for other legal disabilities.
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the condition laid down in this clause and on their part to be paid, performed and observed or if the Lessee being an individual or individuals shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter into a composition or arrangement with their creditors or if the lessee being a company or corporate body shall go into liquidation or be wound up whether compulsorily or voluntarily (except for the purpose of amalgamation or re-construction) or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of their property and effects, then and in any of such cases it shall be lawful for the Trustees or any person duly authorised by them without notice at any time thereafter into and upon the demised land or any part thereof in the name of the whole to re-enter and the same to have again re-possessed and enjoyed as if these presents had not been made but without prejudice to any right of action or remedy or the Trustees in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained.

PROVIDED further and these presents are also upon the express condition that in the event of the demised land not being developed by the Lessee and/or put into use or utilised for the purpose for which the land is demised within the period of two years from the date of the lease, the Trustees shall be at liberty immediately thereafter to resume the demised land, after giving one month's notice in writing to the Lessees. In the event of any dispute or difference of opinion as to whether the demised land has been developed and/or put into use or utilised for the purpose for which the land is demised, the decision of Estate Manager, Kolkata Port Trust shall be final and conclusive.

AND it is also hereby agreed and declared that the Lessee may at any time prior to the expiration of the said term of thirty years or previous determination under the proviso for determination first hereinbefore contained remove at their own cost all buildings and erections, if any, erected or set up by or belonging to the Lessee on the demised land and all buildings and erections, not so removed shall at the expiration or previous determining of the said term of thirty years, as the case may be, become the absolute property of the Trustees without payment to the Lessee of any compensation therefore whatsoever **PROVIDED** that on any such removal the surface of the demised land shall be restored and levelled by the Lessee at their own costs as it was at the time of this lease and to the satisfaction of the Trustees.

Transfer of the ownership of the Lessees' structures to the Trustees at the expiration of the term etc.

PROVIDED ALSO and it is hereby also agreed and declared that **Compensation** notwithstanding anything hereinbefore contained if this lease shall be determined by the Trustees by at least six month's Notice in writing if the land is required for the purpose of port or public or the national interest under the power in that behalf hereinbefore reserved, the Lessee shall be entitled any time after such notice and before such determination to give notice in writing to the Trustees requiring them to purchase all buildings and erections erected by the Lessee with the licence of the Trustees in writing as provided in clause 3 hereof and at the time of such six months' notice from the Trustees standing and being on the demised land and in case such notice shall be given the Trustees may if they so decide purchase such buildings and erections accordingly (but without any plant and machinery therein or elsewhere upon the demised land whether attached thereto or not) and in the event of the Trustees deciding to purchase the buildings and erections as aforesaid the price to be paid therefore shall be assessed by the Kolkata Port Trust and provided , however, and it is expressly agreed by and between the parties that in the event of the Trustees deciding to purchase as aforesaid if any dispute or difference shall arise between them as to the amount of the said price to be paid to the Lessees as aforesaid or as to the manner or ascertainment or calculation of the same, such disputes or differences shall be referred to the arbitration of two independent persons, one to be appointed by each party with power to the arbitrators to nominate an Umpire before proceeding with such reference and this agreement shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 and the said arbitration proceedings shall be governed by the provisions contained in the said Act or any statutory modification thereof and the decision of such Arbitrators and/or Umpire as the case may be, shall be final and binding on both the parties.

IN WITNESS WHEREOF the Trustees have hereunto caused their Common Seal to be affixed and the Lessee have executed this lease the day month and year first above written.

GIVEN under the Common Seal of
The Board of Trustees of the Port of
Kolkata and duly signed in the presence
Of..... (Authorised Signatory)
..... Kolkata Port Trust
at 15, Strand Road, Kolkata.

**SIGNED sealed and delivered for
and on behalf of the above named.....**

.....

.....

by their.....

Shri..... Lessee.

in the presence of.....

.....

at.....

THE SCHEDULE HEREINBEFORE REFERRED TO:

**The said piece or parcel of land measuring Sq.m.
at Police Station:
....., District:, Registration District:
..... It is bounded on the North
....., on the South, on the East
by and on the west Trustees means,
The Board of Trustees of the Port of Kolkata. More particularly
delineated on the plan no: hereto annexed and
there on shown in green border.**

FORMAT FOR PRICE SCHEDULE

For Plots under Table C

(Price schedule Table – C,
page-1)

Plot No.	Name of the plot of land	Area to be leased out (approx.)	Reserve Upfront Premium (excluding tax) (in Rs.)
C1	Ground earlier allotted to Pally Mangal Samity at Remount Road	7358 ,High land 1 st belt-4941.19 2 nd belt-2416.81	8,55,31,976/-
C2	Area earlier occupied by NDDDB at Remount Road (near Remount Road Rly. Station.	6784.334	7,88,63,481/-
C3	Land at JJP earlier occupied by Stewarts and Lloyds	16325.6 (1st belt 5636, 2nd belt 10689.6)	13,50,14,897/-
C4	Land at Taratala Road near Brooklyn depot. (beside GRSE)	3389.1	3,10,51,079/-
C5	Land at erstwhile sales yard	38450	20,96,86,580/-
C6	Land at Taratala Road between plots of Garden Reach Shipbuilders and BSF (earlier allotted to Ship Repairers)	1666.70 (1st belt D. Land 870.10 and land 97.5 2nd belt D. Land 699.10) (Asbr str. 97.5sq.m)	1,31,49,116/-
C7	Land adjacent to mosque at Dhobitla adjoining New Road from Paharpur Cooling Tower to Taratala Road	5050 (1st belt 3625, 2nd belt 1425)	2,51,12,411/-
C8	Land at Harimohan Ghose Road (Chalia Rolling Mill)	2011.35	2,49,96,603/-
C9	Vacant Land at Budge Budge Road between plots of Vesuvius India Ltd and Pandit Kanahyalal Punj (earlier allotted to Bisleri)	4357 (1st belt 3975.5 2nd belt 381.5)	2,89,26,827/-
C10	Land at Sastitala Road near the crossing of Sastitala Road and Garden Reach Road	1285	65,18,513/-
C11	Land at Oil Instalation Road earlier allotted to Victor Oil	3935.93 (1st belt D. Land 2948.7 2nd belt D. Land 916.2 1st belt land 71.03)	2,36,57,955/-
C12	Land at Sonapur Road earlier occupied by M/s Star Winding Wires Pvt. Ltd.	699.839	55,74,464/-
C13	Land at Sonapur Road in between the plots of JEM Pvt. Ltd. and R. M. Chatterjee & Brothers	1389.82	1,10,70,406/-
C14	Land at CGR Road on crossing of Dumayne Avenue (earlier Dock Hospital)	4777	4,06,52,899/-
C15	Land at Taratala Road earlier occupied by Kumar Group	2475	1,64,31,925/-
C16	Land at Taratala Road – opposite to Nature Park	420	27,88,446/-
C17	Land at Taratala Road adjacent to earlier occupation of Kumar Group	800	53,11,326/-
C18	Brooklyn Depot – erstwhile shed no 9.	Land space – 1222 Devp. Land – 1220	1,40,94,331/-
C19	Vacant land adjacent to LMJ Logistics at diverted CGR Road	1275	94,34,909/-/-
C20	Structure with vacant land at Oil Installation Road – earlier occupied by M/s M.S. Roadways	Land 1916.60, Devp. Land 280	1,18,71,602/-

SIGNATURE OF TENDERER
(Signature & office seal of the Tenderer)

Plot No.	Name of the plot of land	Area to be leased out (approx.)	Reserve Upfront Premium (excluding tax) (in Rs.)
C21	Vacant Land on Gopal Doctor Road	Land 5796.60 (1 st belt- Dev. Land 563.5 & open land 1129.5 and in 2 nd belt - Dev. Land 654.5 & open land 3449.1)	2,53,71,883/-
C22	Vacant land with structure at Sonai in front of Sonai 'B' and 'C' Block	Land 7600	3,01,70,984/-
C23	Vacant land with structure including cemented pavement) at Oil Installation Road	Land 477.71	28,56,506/-
C24	Land of Remount Rd. opposite to 13 No. Gate of KPD	1481.09	1,49,71,052/-
C25	Land with Structures at Taratala Rd/Phatepur earlier allotted to M/s Burmalime & Chemical Co. Ltd	9698.11	7,40,45,438/-
C26	Land with Structures at Taratala Rd earlier allotted to M/s Scott & Saxby Ltd	4877, (1 st belt 1905 2 nd belt 2972 CIR 786.5 ASBS struc. 332.7 No roof struc. 203.4)	3,72,36,080/-

Upfront lease rental

Plot No. (Mention specific plot No. , i.e. any one of 'C1' to 'C26')	PLOT NO	
One time upfront offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve upfront as mentioned in Table 'C') a) Land attracting 3.5 times % of total plot	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):
b) Land not attracting 3.5 times % of total plot		
Total		

Evaluation = Upfront as quoted above

WitnessName :
Tenderer)

Signature :

Note :

- 1) **'Price Part' shall contain amount only and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.**
- 2) **The offer of a tenderer quoting at par or below the Reserve Upfront as mentioned above, shall not be considered.**

SIGNATURE OF TENDERER

(Signature & office seal of the

FORMAT FOR PRICE SCHEDULE

For Plot under Table D

Plot No.	Name of the plot of land	Area to be leased out (approx.)	Reserve Annual Rent (excluding tax) (in Rs.)
D1	Land at Sonapur Road (earlier allotted to SAIL)	66,939.287 sq.m.	3,43,74,591/-
D2	Area opposite to 13 KPD gate at Remount Road	3395 sq.m.	26,01,889/-
D3	Land at Transport Depot Road [between Hindustan Lever, Simplex Concrete Piles (India) Ltd. & Roger Engineering Ltd.]	3745 sq.m.	17,52,319/-
D4	Land at Helen Kellar Sarani (in front of Ara Plots and propertis Ltd.)	9650 sq.m.	45,15,320/-
D5	Land at New Road (near Castrol Ltd.)	2725 sq.m.	13,29,490/-
D6	Land at New Road (near CDLB quarters)	5290 sq.m.	29,68,057/-
D7	Land at Transport Depot Road (in front of Om Credit Corporation)	3190 sq.m.	14,92,629/-
D8	Land at New Road (near HPCL)	9619.699 sq.m.	53,97,318/-
D9	Area earlier occupied by Hind dock at Timber Pond, Howrah	7001.17sq.m. (High land 2850.937 + Low land 4150.233)	8,44,844/-
D10	Area earlier occupied by Hind dock at Timber Pond, Howrah	8248.47 sq.m. (High land 3522.777 + Low land 4725.693)	10,03,115/-
D11	Brooklyn Depot – erstwhile shed no 9.	Land space – 1222 Devp. Land – 1220	9,29,233/-

Annual Rent lease rental

Plot No. (Mention specific plot No., i.e. any one of 'D1' to 'D11')	PLOT NO.	
Annual Rent offered (in Rupees) excluding service tax and Municipal Tax on land (to be quoted above the reserve Annual Rent as mentioned in Table 'D')	Amount to be quoted in figure (excluding tax) (in Rs.)	Amount to be quoted in word (excluding tax) (in Rs.):
a) Land attracting 3.5 times % of total plot		
b) Land not attracting 3.5 times % of total plot		
Total		

Evaluation = Annual Rent as quoted above

Witness

Name :
Signature :

SIGNATURE OF TENDERER
Signature & office seal of the Tenderer)

Note :

- 1) **'Price Part' shall contain amount only and no conditions whatsoever. Any condition imposed in 'Price Part' shall make the bid liable for outright rejection.**
- 2) **The offer of a tenderer quoting at par or below the Reserve Annual Rent as mentioned above, shall not be considered.**