

Tariff Authority for Major Ports had passed an Order on 19 January 2011 which has been notified in the Gazette of India Extraordinary (Part III Section 4) on 8 March 2011 vide Gazette No.47. The rate along with the conditionalities for land and buildings for KDS & HDC are appended herewith. The Notification and Order can also be seen from TAMP's website <http://tariffauthority.gov.in>. The schedule of rent becomes effective from 7.4.2011.

(To be Published in Part - III Section 4 of the Gazette of India, Extraordinary)  
**Tariff Authority for Major Ports**

No. TAMP/7/2010-KOPT

Mumbai, 2 March 2011

**NOTIFICATION**

In exercise of the powers conferred by Section 49 of the Major Port Trusts Act, 1963 (38 of 1963), the Tariff Authority for Major Ports hereby disposes of the proposal from the Kolkata Port Trust for revision of the Schedule of Rent for Land and Buildings at Kolkata and Haldia as in the Order appended hereto.

**(Rani Jadhav)**  
Chairperson

**SCHEDULE OF RENT FOR LAND, WAREHOUSES AND BUILDINGS OF KOLKATA PORT TRUST AT  
KOLKATA DOCK SYSTEM.**

**I. LANDS**

Rate of Rent Per 100  
Sq. mtrs. Per month

<b>Sl. No.</b>	<b>Description of Land</b>	<b>First Belt (Rs.)</b>	<b>Second Belt (Rs.)</b>
<b>LANDS AT DOCK</b>			
1	Circular Garden Reach Road from Satya Doctor Road to Bascule Bridge.	3756	2972
2	Circular Garden Reach Road from Bascule Bridge to Gate No. 5; N.S.D.	3756	2684
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.	3756	2561
4a	Garden Reach Road from Hastings Bridge to Tidal Basin	2239	NA
4b	Watgunge	2239	NA
5a	Garden Reach Road from Tidal Basin to Gate No. 3, N.S.D.	2407	1890
5b	Brace Bridge Road	2407	NA
6	Satya Doctor Road and Gopal Doctor Road	2140	1732
7a	Hide Road	2015	1642
7b	Hide Road Extn. including low level side roads and development roads at Jinjirapole.	3724	3033
8	Nimak Mahal Road	2407	1720
9	Goragacha Road, Incinerator Road, Transport Depot Road and the adjoining Roads.	2568	1979
10	Sonarpur Road.	4043	3232
11	Oil Installation Road and other roads in Paharpur area.	2675	2140
12a	Remount Road (between Diamond Harbour Road & Bhuikailash Road).	3624	2899
12b	Remount Road (between Bhuikailash Road & Coal Dock Road).	3624	2899
13	Dock West Road	2015	NA
14	Eastern Boundary Road	2140	NA
15a	Diamond Harbour Road (Western side from Majherhat Bridge to Seamen's House).	4895	3851
15b	Boat Canal & Diamond Harbour Road (Eastern side).	6420	NA
16	Taratala Road from Diamond Harbour Road to Budge Budge Road and Mint Place	3344	2672
17	Taratala Road from Budge Budge Road to Circular Garden Reach Road	3049	1632
18	Hari Mohan Ghosh Road.	6308	NA
19a	Ramnagar	1552	NA
19b	Suriman & Alifnagar Road.	1338	NA
20	Sonai Road	2015	NA
21	Land in KPD, NSD, G.R. Jetty & Coal Dock for purposes other than cargo storage	3745	NA
22	Land within Dock premises with Hard Stand	4945	NA
23a	Land inside Kantapur, Hoboken Depot, Coal Dock Road & R.I.M. Dock Yard.	2140	NA
23b	Land at Brooklyn Depot	2316	NA
24	Daighat	2239	NA
25	Chetla Road	3210	NA
26	Chetla Station Back Land	1605	NA
27	Chetla Station Yard plots	1605	NA
28a	Sonai (old siding area)	2407	NA
28b	Durgapur (old siding area)	3683	NA
28c	20, Coal Berth (old siding area)	3210	NA
28d	Old Gravel Siding	3210	NA
28e	Hide Shed Dump (old siding area)	2015	NA

28f	Dhobitalao Container Park	6562	NA
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Rate of Rent Per 100  
Sq. mtrs.per month

Sl. No.	Description of Land	First Belt (Rs.)	Second Belt (Rs.)
<b>LANDS AT KOLKATA</b>			
29	Cossipore area from Gun Foundry Road to Chitpore Lift Bridge	3210	2568
<b>From Chitpore Lift Bridge TO Ahiritola Street</b>			
30a	From Chitpore Lift Bridge to Schalch Street (Koomartooly)	9628	NA
30b	From to Schalch Street (Koomartooly) to Ahiritola Street	8024	NA
<b>From Ahiritola Street To Nimtollah Burning Ghat Road</b>			
31a	Strand Bank Road from Ahiritola Street to Nimtolla Burning Ghat Road	9628	NA
31b	Nimtollah Burning Ghat Road (North side)	9628	NA
31c	Strand Road from Ahiritola Street to Nimtollah Burning Ghat Road including Maharshi Debendra Road	10698	8557
<b>From Nimtolla Burning Ghat Road To Jorabagan Cross Road</b>			
32a	Strand Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	9628	7703
32b	Jorabagan Cross Road (North side), Cross Road Nos. 13 & 16.	9094	NA
32c	Strand Bank Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	10698	NA
32d	Cross Road Nos. 13/1, 14, 15 & 17.	9094	NA
32e	Nimtollah Burning Ghat Road (South side).	10698	NA
<b>From Jorabagan Cross Road to Adya Sradhya Ghat Road.</b>			
33a	Strand Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	10698	8557
33b	Strand Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	8024	6420
33c	Strand Bank Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	8024	NA
33d	Strand Bank Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	8024	NA
33e	Adya Sradhya Ghat Road (North side).	8024	NA
33f	P.C. Tagore Ghat Road.	8024	NA
33g	Cross Road No. 8.	8024	NA
33h	Cross Road Nos. 9, 10 & 11.	8024	NA
33i	Jorabagan Cross Road (South side), Cross Road Nos. 12	8024	NA
33j	Pathuria Ghat Cross Road	9628	NA
<b>From Adya Sradhya Ghat Road To Jagannath Ghat Road</b>			
34a	Strand Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	7489	5993
34b	Strand Bank Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	8024	NA
34c	New C.I.T Road (Cross Road No. 5)	8559	6850
34d	Adya Sradhya Ghat Road (South side) Jagannath Ghat Road (North side)	7489	5992
34e	Cross Road No. 6 & 7	7489	NA
<b>Jagannath Ghat Road to Howrah Bridge</b>			
35a	Strand Road from Jagannath Ghat Road to Mint Garden	9628	7703
35b	Strand Bank Road from Jagannath Ghat Road to Howrah Bridge	13373	NA
35c	Jagannath Ghat Road ( South side )	10698	8557
<b>From Howrah Bridge. Mullick Ghat &amp; Adjoining Area to Calcutta Jetty No. 9</b>			
36a	Strand Bank Road from Howrah Bridge to Mullick Ghat	13373	
36b	Strand Road near Mullick Ghat Pumping Station	13373	10581
36c	Old Howrah Bridge Approach Road adjacent to the same	13373	10701
37	Land at Chandpal Ghat, Outram Ghat and Babu Ghat	10698	NA
38	Land at Tuckta Ghat.	2675	NA

Rate of Rent Per 100  
Sq. mtrs. Per month

Sl. No.	Description of Land	First Belt (Rs.)	Second Belt (Rs.)
<b>LANDS AT HOWRAH</b>			
39	Chandmari Ghat, Howrah Station (Shop rents, long term lease will not be granted).	26745	21397
40	Nityadhan Mukherjee Road (Telkal Ghat).	1605	NA
41	Strand Road, Howrah.	2140	NA
42a	Upper Foreshore Road.	1873	NA
42b	Mullick Ghat Road.	1605	NA
42c	Cross Road No.1	1605	NA
43	Cross Road Nos. 2, 3 & 4.	1605	NA
<b>Grand Foreshore Road River Side</b>			
44a	Portion on the north of Banstalla Ghat Road.	1605	NA
44b	Portion on the south of Banstalla Ghat Road.	1605	NA
45	Chintamoni Dey Bathing Ghat Road.	1338	NA
<b>Banstalla Ghat Road</b>			
46a	North side.	1338	NA
46b	South side.	1338	NA
<b>Foreshore Road</b>			
47a	From Bonbehari Bose Road to Banstalla Ghat Road	1338	1068
47b	From Banstalla Ghat Road to Jagat Banerjee Gaht Road.	1774	1416
48	Jagat Banerjee Ghat Road & Shibpore Ferry Ghat Road.	4671	NA
<b>Shalimar Yard</b>			
49a	Foreshore Road East Side	2140	1713
49b	Foreshore Road West Side	1386	1111
50	Duke Road	1386	NA
<b>Foreshore Road (Timber Pond)</b>			
51a	High Land	866	NA
51b	Low Land	636	NA
<b>LANDS AT BUDGE BUDGE</b>			
52	Nizgarh	888	NA
53	Garbhukta Nandanpur	888	NA
<b>LANDS AT OTHER LOCATIONS</b>			
54	Roychowk	752	NA
55	Hooghly Point	310	NA
56	Balagarh,	222	NA
57	Jellinghum	19	NA
58	Gangrachar	19	NA
59	Diamond Harbour	519	NA
60	Khejuri	49	NA
61	Shimurahi	268	NA
62	Durgapur	292	NA
63	South Khalichar	19	NA
64	Baharampur	1084	NA
65	Nischintapur	310	NA
66	Payaradanga	11	NA
67	Saugor	60	NA

68	Freshergunj	184	NA
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## II. WAREHOUSES AND BUILDINGS

Sl. No.	Zone, Location & Other description	Rent in Rs. Per 100 Sq. mtrs per month
1	<b>STRAND WAREHOUSES</b>	
i	Ground Floor Godowns	12163
ii	First Floor Godowns	8514
iii	Second Floor Godowns	6047
2	<b>ARMENIAN GHAT WAREHOUSE</b>	
i	Ground Floor Godowns	12163
ii	First Floor Godowns	8514
3	Calcutta Jetty Shed No. 1	12163
4	<b>CANNING WAREHOUSE</b>	
i	Ground Floor Godowns	12163
ii	First Floor Godowns	8514
iii	Second Floor Godowns	6047
5	<b>CLIVE WAREHOUSE</b>	
i	Ground Floor Godowns	12163
ii	First Floor Godowns	8514
iii	Second Floor Godowns	6047
6	<b>FAIRLIE WAREHOUSE</b>	
i	Ground Floor Godowns	12163
ii	First Floor Godowns	8514
iii	Second Floor Godowns	6047
7	<b>CANNING WAREHOUSE (ANNEXE)</b>	
i	Ground Floor Godowns	12163
ii	First Floor Godowns	8514
8	Import Warehouse (8 compartments)	12163
9	Import Warehouse South.	12163
10	Calcutta Jetty Shed No. 4	12163
11	Calcutta Jetty Shed No. 5. (Northernmost Bay).	12163
12	<b>P-221/2, STRAND BANK ROAD</b>	
i	Ground Floor (Shops).	15976
ii	Ground Floor (Godowns).	12163
iii	Ground Floor Annexe	6690
iv	Second Floor	10137
v	Top Floor.	10137
13	<b>"A" SHED JAGANNATH GHAT</b>	
i	Ground Floor	10265
ii	First Floor	7187
iii	Office space on the Top Floor	5132
iv	Miscellaneous structure attached to the Warehouse such as Darwans Quarters Cook Houses etc.	6158
14	R.D.F. Godowns at Jagannath Ghat Road.	11928
15	Jagannath Ghat Godowns	11928
16	<b>PATHURIAGHAT WAREHOUSE</b>	
i	Ground Floor Godowns (Compartment Nos. 1 to 5)	9495

ii	First Floor Godowns (Compartment Nos. 6 to 10)	6648
iii	Ground Floor Pucca Godowns Nos. 12 to 17/2 (C.I.Roof).	9495
17	Nimtallah Station Shed.	9792
<b>Sl. No.</b>	<b>Zone, Location &amp; Other description</b>	<b>Rent in Rs. Per 100 Sq. mtrs per month</b>
18	<b>SAHEB BAZAR GODOWNS</b>	
i	Nos. 3, 3A, 4 & 4A	8160
ii	Godown No. 5	7672
19	Ruthhala Station Road	7237
20	<b>BAGHBAZAR WAREHOUSE</b>	
i	Ground Floor Godown No. 1	6677
ii	First Floor Godown No. 2 & 4, access by two wooden ramps	4676
21	Cossipore Receiving Shed	4635
22	4 shop rooms with verandah at Armenian Ghat	12163
23	Shed at Outram Ghat	12163
24	<b>OTHER STRUCTURES USED FOR COMMERCIAL ACTIVITIES</b>	
i	Building with pucca roof	7643
ii	Building with R.T. and Asbestos roof	6175
iii	Building with C.I. roof	4744
	<b>DOCK</b>	
25	<b>HIDE ROAD GODOWNS</b>	
i	Godowns, enclosed verandah & miscellaneous closed floor space	6670
ii	Open sided verandah space	3337
26 i	Hoboken sheds (including naval transit sheds)	4635
26 ii	Brooklyn T.N. Shed	4120
26 iii	Brooklyn T.G. Shed	4294
27	Jinjinrapole Sheds	7128
28	<b>OFFICE / SHOP ROOMS IN THE DOCKS</b>	
i	Office / Shop Building with Pucca Roof	7643
ii	Office / Shop Building with R.T. and Asbestos roof	6175
iii	Office / Shop Building with C.I. roof	4744
29	Kantapukur Sheds	4635
30	<b>TEA WAREHOUSES</b>	
i	Hide Road Warehouse	4120
ii	Sale Tea Warehouse	5088
iii	Sale Tea Warehouse (Annexe)	7184
iv	Lybian Depot Warehouse	6304
v	T.T. Sheds	4564
vi	T.T. Sheds Extension	7207
31	Import Warehouse "A" N.S.D.	3316
	<b>HOWRAH</b>	
32	<b>SHED AT 14 FORESHORE ROAD, RAMKRISTOPUR</b>	
i	Ground Floor Space	3552
ii	First Floor Space	2490
33	Station Shed (North) Ramkristopur	3640
34	Station Shed (South) Ramkristopur	3640
35	New Goods Shed Ramkristopur	3640

36	Structures at 109, Foreshore Road, Ramkristipur	3687
37	Nissen Sheds at 108, Foreshore Road, Ramkristipur	3606
38	Small office Building at Timber Pond	1626
	<b>BUDGE BUDGE</b>	
39	Budge Budge Godown / Sheds	2972
	<b>OTHER STRUCTURE</b>	
40	Panda Seats	142
41	Bathroom, Waterclosets and like structures	2180
42	Garages	546



**NOTES:**

1. (i) In case of allotment of land through leases, the same shall be granted for a period not exceeding 30 years by inviting tender.  
  
(ii) Land, if leased out on upfront basis, the upfront premium shall be calculated on the basis of Net Present Value (NPV) of lease rentals for the entire period of lease taking discount rate as 8%.  
  
In case of lease of land on upfront basis, Re.1/- shall be charged as annual rent per calendar year or part thereof.
2. All the rates provided in the SOR shall get automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of the revised Rent schedule, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year. The Rent Schedule is subject to revision every five years.
3. In future all leases should be given by inviting tenders except in the following cases:
  - (i). To Government departments in accordance with SOR/ rates approved by the competent authority.
  - (ii). To CPSUs/ SPSUs for commercial purpose at the discretion of the port for port related uses in accordance with the SOR. However, allotment should be for the use by CPSUs/ SPSUs exclusively and not for any joint venture entered by them with private parties.
4. (i) In case of future long term leases, period of lease shall not exceed 30 years, without any option of renewal, on recovery of annual rentals in advance in the form of Post Dated Cheques/ Bank Guarantee as per approved format.  
  
(ii) In case of existing long term leases coming up for fresh lease after expiry of the term and where no renewal option is provided in the lease agreement, the port should identify if the land is required for its own use. If the land is not required by port for its own use, the port should then identify whether land is required for the purpose for which it was originally granted or for any other purpose consistent with the land use plan. Afterwards, the port at its discretion may decide to grant a fresh lease in favour of existing lessees at the terms to be approved by the Board without public auction or tender. The lease rent should not be less than the prevailing schedule of rent (with due escalation) or the market value as the case may be. In addition, the premium amounting to one year's rental as per the prevailing schedule of rent shall be levied. The period of fresh lease shall not exceed 30 years.  
  
(iii) In case of leases, where renewal option is provided in the lease agreement, this will be governed by the relevant covenants of the lease.
5. In case of existing long term leases, the rate of rent and annual escalation will be governed by the relevant covenants of the lease.
6. In cases of all existing monthly leases and existing monthly licences, the rate of rent/ licence fee shall be escalated @ 2% per annum.
7. The rate of rent for a plot of land which is rail served, 15% extra will be charged.
8. (i) The rent for the plot which abuts more than one road, will be increased by 15%.  
  
(ii) In case of a plot which abuts more than one road and the rate of rent applicable corresponding to such roads are different, then higher of the rates will be taken while computing the rent for the plot . Thereafter the enhancement for abutting more than one road i.e. 15% shall be charged.

9. The rate of rent for water bodies/water areas to be taken as 1/2 of the corresponding rate of rent applicable for land area.
10. In addition to rent, municipal tax and service tax as applicable shall also be payable by the lessees/licensees/tenants.
11. In case of all future allotments of land by way of long term leases/ 11 monthly licences, 1 year's rent and taxes shall be obtained as non interest bearing security deposit. In case of all future allotments of land by way of 11 monthly licenses, Security Deposit shall be collected at the rate equivalent to the licence fee for the period for which the licence is granted and taxes. However, in case of allotment of structures on 11 monthly license basis, the non-interest bearing security deposit shall be equal to 6 months license fee and taxes.
12. (i). In case of all future long term leases, subletting shall follow the prevailing Land Policy Guidelines issued by the Central Govt. and if subletting is allowed, the same shall be on recovery of necessary charges thereof.  
  
(ii). In case of an existing lease where subletting is not permitted, the same can be allowed prospectively if the lessee agrees to enhance the rent of the premises to match with the current schedule of rent or market rent, whichever is higher. In such cases, they shall have to pay a subletting fee in accordance with the prevailing Govt. guidelines in this direction.
13. Change of use of leased land may be permitted in case such change being in conformity with the land use plan and subject to payment of higher rates for the new usage as existing in the schedule of rent.
14. In all cases of termination/determination of lease/ license or forfeiture of lease/ license, if the lessee/licensee continues to occupy the premises unauthorisedly, the lessee/ licensee is liable to pay compensation/damages for wrongful use and occupation at 3 times the schedule rent, till vacant possession is obtained. However, in case of existing unauthorized occupations arising out of the lease agreements entered into by the port with the concerned parties prior to the effective date of implementation of Land Policy Guidelines of 2004, the damage/ compensation shall be levied as per covenants of previous agreement, which has been terminated.
15. Damages will be recovered for encroachment of KOPT land and structures at three times the rate mentioned in the Rent Schedule for the first month of encroachment. For the next two months of encroachment, the damages shall be recovered at five times the Schedule Rent and thereafter if the encroachment continues the damages shall be recovered at 10 times the Schedule Rent for the encroached area. This will be without prejudice to the rights and contentions of Kolkata Port Trust to take any other legal action.
16. (i). 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 shall be billed for pro-rata area on the basis of the diameter 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.  
  
(ii). For allowing overhead conveyors and high voltage transmission lines and towers, way-leave licence fee will be charged on the basis of the scheduled rent for the area coming in the alignment of the structures.

17. The following cases will be treated as cases of mutation and for granting such mutation, a fee equivalent to 5% of the 12 month's rent or Rs.10,000/- whichever is higher shall be recovered:
- (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.
18. In case of allotment of land/shed inside the custom bound area, the same should be allotted only for traffic related purpose on monthly licence basis. For this purpose, the schedule rent shall be recovered. Annual escalation @ 2% per annum shall also be applied in such cases. Security deposit equivalent to 30 days rent and taxes shall be obtained in such cases of allotment of land/ shed inside the custom bound area.
19. After the expiry of the licences of the yard/shed, tenure of which will be for 30 days due to scarcity of land at KDS, or termination or determination or forfeiture of licence, if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation at the following rates till vacant possession is obtained.

First 30 days	3 times the rate as per prevailing SOR
Next 30 days.	5 times the rate as per prevailing SOR
Continued unauthorized occupation beyond 60 days.	10 times the rate as per prevailing SOR

20. 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.
21. Interest @ 14.25% per annum on the outstanding rent and compensation/ occupational charge will be recovered, if the rent, compensation/ occupational charge are not paid within the due date. This stipulation of interest would be applicable for all existing short term monthly lease, future long term leases and monthly as well as 11 monthly licenses and also for all compensation bills excepting cases of existing long term leases where otherwise so specified in the lease. However, 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 15<sup>th</sup> day of each succeeding month.

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**SCHEDULE OF RENT FOR LAND AND BUILDINGS OF KOLKATA PORT TRUST AT HALDIA.**

**I. LANDS**

<b>Sl. No.</b>	<b>Description of Land</b>	<b>Rate of Rent/ Licence fee per 100 sq. mtrs. Per month</b>
a	Residential Zone	1250
b	Industrial Zone	905
c (i)	Dock Interior (inside Custom bonded area) (Bare Land)	2202
(ii)	Dock Interior (inside Custom bonded area) (Hard Stand)	3424
(iii)	Proposed Dock Interior Zone	1713
d	Dock Zone	1223
e	Commercial Zone for Offices, Banks, Workshops, Repair Shops (excluding automobiles), cold storage, etc.	2309
f	Commercial Zone for Shops, Markets, Nursing Homes, Medical Clinics, Hotels & Restaurants (without bar), Service Stations, Repair Shops (automobiles), weighbridge, etc.	3100
g	Commercial Zone for Cinema House, Hotel & Restaurant (with Bar), etc.	3162
h	Kukrahati	412
i	Panskura	1042

**II. BUILDINGS**

<b>Sl. No.</b>	<b>Zone, Location &amp; other description</b>	<b>Rate of Rent/ Licence fee per 100 sq. mtrs. Per month</b>
<b>( a )</b>	<b>Pucca Roofed Structure</b>	
( i )	Residential zone	67
( ii )	Industrial zone	67
( iii )	Dock Interior zone	77
( iv )	Dock Zone	77
<b>( b )</b>	<b>AC / CI Roofed Structure</b>	
( i )	Residential zone	54
( ii )	Industrial zone	54
( iii )	Dock Interior zone	62
( iv )	Dock Zone	62
( c )	Tower Building	120
<b>( d )</b>	<b>Quarters / Dormitories</b>	
( i )	Dormitories (pucca roofed)	67
( ii )	"A" type quarters	80
( iii )	Modified "A" type quarters	80
( iv )	"B" type quarters	80
( v )	Modified "B" type quarters	80
( vi )	"C" type quarters	98
( vii )	"D" type quarters	133
( viii )	Officer's Hostel	80
( ix )	Jawahar Tower	120

( e )	Market for perishable good	54
( f )	Retail market	67
( g )	Shopping centres at Durgachak	54
( h )	Shopping centres at Chiranjibpur	54
( i )	Township market opposite to Makhan Babu Bazar	38
( j )	Township marketing centre (near Helipad ground)	54
( k )	Goomties	67

### III. OTHERS

Sl. No.	Description	Rate in Rs.
1	<b>Permission Fee</b>	
	(To be levied per day or part thereof)	
	(i). For holding function on land for area occupied upto 40 Sq.M	432
	(ii). If above occupation continues beyond 3 days	863
	(i). For holding function on land for area occupied above 40 Sq.M	863
	(ii). If above occupation continues beyond 3 days	1438
2	Rate of Licence Fee for the rights of Pisciculture in KoPT's ponds / water bodies (Per 100sq. Mtrs per month)	29
3	<b>Rate of Licence Fee for erection of hoarding on KoPT land :</b>	
	(To be levied per calendar year or part thereof)	
	For hoarding upto a maximum size of 10 Sq.M	1725
	For hoarding of size above 10 Sq.M	3450
4	<b>Way-Leave Licence</b>	
(i)	A way-leave licence fee will be charged for essential utility service lines like telephone lines, water supply lines, sewerage lines, low voltage domestic electric lines running on single pole, etc. (To be levied per calendar year or part thereof)	1438
(ii)	For laying pipelines carrying Crude Oil, POL Products and other Liquid Cargo over or under the ground, way-leave licence fee 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. Incase 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 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.	-

	For allowing overhead conveyors and high voltage transmission lines and towers, way-leave licence fee will be charged on the basis of the scheduled rent for the area coming in the alignment of the structure	-
5	For Durgachak Mini Market, licence fee (per month per plot measuring about 13.936 Sq.M)	633
6	Recovery of Hawker charges in various KoPT Bazar (per day per hawker)	1.45
7	For licensing of open / covered space inside Dock Interior Zone for storage of import / export goods, the licence fee will be charged at the following rates per 100 Sq.M per Month.	
	<b>Open Space</b>	
	Bare Land	3752
	Hardstand land	5834
	<b>Covered Space</b>	
	Pucca roofed	12358
	AC / CI roofed	9197

**IV. NOTES**

**(A). 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/ building shall be granted by inviting tender, save and except the following cases:-

Allotment to various Central / State Government Departments, Central / State Government Enterprises, Central / State Public Sector Undertakings. In such cases, the land/building may be leased in accordance with prevailing SOR without recourse to the tender procedure. However, such allotment shall be for exclusive use of the above organizations and not for any joint venture, etc. entered into by them with private parties.

2. The lease shall be granted for a period not exceeding 30 (Thirty) years.
3. In case of leases granted through tender procedure, the accepted tendered rate of lease rent/ upfront premium shall be applicable.
4. The rate of rent, revision of rent etc. of the existing leases shall be governed by the covenants & conditions of the respective leases.
5. The renewal of existing leases having option for the same shall be governed by the covenants and conditions of the respective lease agreements.

6. In case of existing long term leases coming up for fresh lease after expiry of the term and where no renewal option is provided in the lease, the port should identify if the land is required for its own use. If the land is not required by port for its own use, the port should then identify whether land is required for the purpose for which it was originally granted or for any other purpose consistent with the Land use plan. If it is so required, the Port at its discretion, may decide to grant a fresh lease for a period not exceeding 30 ( Thirty ) years, in favour of existing lessee at the terms to be approved by the Board without public auction / tender procedure, at the following rates.

(i). For fresh lease on lease rent basis

Lease rent as per prevailing Schedule of Rent (SOR) or the accepted tendered rate received for similar transaction in the same Zone in the last three years or the rate last payable by the occupier duly escalated by 2%, whichever is highest. In addition, premium equivalent to one year rental as per the prevailing Schedule of Rent (SoR) shall be recovered by the port. Applicable Security Deposit shall also be payable.

The lease rent shall be paid in advance in the form of Post Dated Cheques.

(ii). For fresh lease on upfront basis

Upfront premium will be computed on the basis of lease rent as per prevailing Schedule of Rent (SOR) or the accepted tendered rate received for similar transaction in the same zone in the last three years or the rate last payable by the occupier duly escalated by 2%, whichever is highest.

In addition, a premium equivalent to one year rental as, per the prevailing Schedule of Rent (SOR) shall be recovered by the port.

7. In case of existing and new all future leases, subletting [full or partial] may be considered on the basis of the prevailing Land Policy Guidelines issued by the Central Govt. and if subletting is allowed, the same shall be on recovery of necessary charges thereof.
8. The following cases will be treated as cases of mutation and for granting such mutation, a fee equivalent to 5% of the 12 month's rent or Rs. 10,000/- whichever is higher shall be recovered :-
- (i). In case of death of the lessee, transfer to the legal heirs or legal successor or representative.
  - (ii). Transfer consequential to the order of the Court or as per new Certificate of Incorporation as per Registrar of Companies.
  - (iii). Transfer 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.
  - (v). Transfer from one Government Department or Public Sector Undertaking or Government Company to any other Government Department or Public Sector Undertaking or Government Company.
9. Change of use of leased land may be permitted in case such change being in conformity with the land use plan and subject to payment of higher rates for the new usage as existing in the prevailing Schedule of Rent (SOR).
10. In case of allotment on upfront basis, the upfront premium shall be calculated on the basis of Present Value (PV) of lease rentals for the entire period of lease taking discount rate as 8%.
- Incase of lease of land on upfront basis, Re.1/- shall be charged as annual rent per calendar or part thereof.

## **II. Licence:**

1. Licence of land/ building may be granted for a maximum period of 11 months, in accordance with the prevailing Schedule of Rent (SoR). At the discretion of KoPT, such licence may be given without inviting tenders.
2. In case of future Licences, the rate of licence fee will be enhanced automatically as and when the Schedule of Rent (SoR) will be revised upward as per III(9).
3. In case of existing Licences, if the scheduled rate of license fees is higher than the license fees being paid by the existing licensee the scheduled rate of licence fees will be applicable straightaway.

Further, the rate of licence fee will be enhanced automatically as and when the Schedule of Rent (SoR) will be revised upward as per item III(9).

## **III. Other Conditions:**

1. 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 KOPT Sources.

2. The lessees/licensees will also be required to pay and discharge all present and future rates, Service Taxes, Education 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.

3. Security Deposit shall be recovered as follows:-

(i). In case of lease on upfront basis, no security deposit shall be recovered.

(ii). In case of lease on lease rent basis, 5 year's rent or 25% of rent of the total lease rent, whichever is lower, shall be kept as non-interest bearing security deposit.

The Security Deposit is refundable after completion of lease/license period (without any interest) subject to adjustment of dues/damages.

(iii). In case of allotment on licence basis, non-interest bearing security deposit shall be equivalent to 11 month's licence fees. If the period of licence is less than 11 months, then the non-interest bearing security deposit shall be equivalent to the licence fee for the period for which licence is granted.

The Security Deposit is refundable after completion of lease/ license period (without any interest) subject to adjustment of dues/damages.

4. Without prejudice to other appropriate action being taken, damages 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 KoPT's land/building for the first month of encroachment. For the next two months of encroachment, the damages shall be recovered at 5 ( Five ) times the respective zonal rate of rent/license fee as per prevailing Schedule of Rent (SoR) and thereafter if the encroachment continues, the damages shall be recovered at 10 ( Ten ) times the respective zonal rate of rent/license fee as per prevailing Schedule of Rent (SoR) for the encroached area .

5. In case of future leases/licenses, in the event of expiration/ termination/ determination of lease/ licence or forfeiture of lease/licence, if the lessee /licensee continues to occupy the premises unauthorizably, the lessee or the licensee shall be liable to pay compensation for wrongful use and occupation of the premises at three (3) times the prevailing scheduled rate of rent/license fees for the premises concerned, till the vacant possession is obtained.

However, in case of existing leases/ licenses arising out of the lease agreements entered into by the port with the concerned parties prior to the effective date of implementation of Land Policy Guidelines of 2004, the compensation shall be levied as per covenants of previous lease/licence, which has been terminated.

6. (i). In case of future lease of land/building on lease rent basis, the annual rent will be recovered in advance in the form of Post Dated Cheques.  
  
However, if there be any upward revision of rent due to imposition of new Schedule of Rent (SoR), etc, supplementary amounts shall be required to be deposited by the lessee for which necessary intimation will be given.
  - (ii). The rent/licence fee, whether demanded or not, shall be paid by the licensees/ lessees on or before the 15<sup>th</sup> day of each month succeeding that for which the rent/license fee etc. is due.
  - (iii). In case of way leave licenses, the way-leave licence fees, whether demanded or not, shall be paid by the licensees on or before 15<sup>th</sup> day of the calendar year succeeding that for which licence fee etc, is due.
  - (iv). Any other dues, shall be paid by the lessee/ licensee within fifteen days from the receipt of payment notice.
7. In case of default in payment of rent/license fee /compensation and other dues within one month from the due date of payment specified above, interest @14.25% will be charged on the outstanding dues from the due date of payment.
  8. All the rates provided in the SOR shall get automatically escalated by 2% per annum after expiry of one year from the effective date of implementation of the revised Rent schedule, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year. The Rent Schedule is subject to revision every five years.

**(B) For licensing of land / covered space inside Dock Interior Zone for storage of import / export cargo:**

The license of land/covered space inside the Dock Interior Zone for storage of import/export cargo may be done without recourse to tender procedure under the following terms & conditions : --

1. The licence shall be upto a maximum period of 11 months. The period of licence can be renewed at the discretion of KOPT. If the licensee requires renewal of the license, an application for renewal must be made to the authority concerned of KOPT well in advance as per prescribed format.
2. The licensee shall utilize the allotted land /covered space for the purpose for which it is licensed. No change in purpose of utilization will be allowed. The space allotted shall also not be subletted/ assigned/transferred.
3. The license is terminable on 7 days' notice on either side. No claim for any compensation whatsoever for termination of the license will be entertained.
4. The licensee shall agree to comply with all rules and directions issued by KoPT from time to time. If the licensee neglects to comply with such rules or directions, the port may terminate the license.
5. The licensee shall comply with all rules or regulations that may from time to time be issued by the Dock Safety or the Department of Explosives or whomsoever concerned in relation to storage of cargo.
6. (i). Cargo stored under a license shall be at the entire risk and responsibility of the licensee. The licensee shall post his own watchman to safeguard the cargo stored at the allotted space and to prevent any unauthorized occupation of such space by others.

- (ii). The licensee shall make his own arrangements to keep the allotted land/ covered space and its surroundings neat, clean and in proper sanitary condition.
7. In addition to payment of license fee as per prevailing SOR [Item No. I(C)], the licensee shall pay municipal tax, if required and as applicable.
  8. Security Deposit equivalent to the licence fee for the period for which the licence inside DIZ is granted shall be recovered. The security deposit is refundable after completion of the license period subject to adjustment of dues & damages.
  9. Encroachment or unauthorized occupation of land and Railway tracks, etc. by the licensee will involve a liability to pay a penalty at the rate of ten times the scheduled licence fee, in addition to the cost of rectification of damages caused to the Port properties. If the licensee fails to remove the cargo from the encroached area in spite of notice to do so, the cargo will be removed elsewhere by the Port at the risk and cost of the licensee and penal licence fee at the rate of ten times the normal rate will be levied on the space occupied by the cargo so removed.
  10. After the expiry/termination/ determination/ forfeiture of the licence, if the licensee continues to occupy it unauthorizedly, the licensee shall be liable to pay compensation for wrongful use and occupation at the following rates till vacant possession is obtained: -
 

First 30 days	3 times the rate as per prevailing SOR
Next 30 days	5 times the rate as per prevailing SOR
Continued unauthorized occupation beyond 60 days	10 times the rate as per prevailing SOR
  11. (i) The license fee whether demanded or not shall be paid as per the following due dates of payment: -
    - (a). For period of license exceeding 30 days and which is exact multiple of 30 days: Within seven days of expiry of each 30 days.
    - (b). For period of license exceeding 30 days but not exact multiple of 30 days :
      - (i). For the portion of the total license period, which is exact multiple of 30 days : Same as (a) above.
      - (ii). For the balance period of the license which is not exact multiple of 30 days: Within seven days of expiry of the balance period.
    - (c). For period of license less than 30 days: Same as (b)(ii) above.
  - (ii) In case of default in payment of rent / licence fee / compensation and other dues within one month from the due date of payment specified above, interest @ 14.25% will be charged on the outstanding dues from the due date of payment.
  12. The licence fee will be charged from the date of handing over possession of the land and occupation of actual area of the land to be found on demarcation by the licensee.
  13. The licensee shall not cause any damage to KOPT properties. If, however, any damage is caused, the licensee shall be liable to make good the damages at his own cost and arrangement to the satisfaction of KOPT.
  14. The minimum area to be licensed to a single licensee will be 1000 square meters.

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