

## **Public Notice**

Stakeholders of Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) are requested to send their response/comments to the uploaded rates of land/structures/quarters (as in **Annexure A**) and “Conditionalties” (as in **Annexure B**) within 15 days of publication of this notice.

Their comments /responses may be sent by e-mail to [jgdastidar@kolkataporttrust.gov.in](mailto:jgdastidar@kolkataporttrust.gov.in), [tm@kolkataporttrust.gov.in](mailto:tm@kolkataporttrust.gov.in) and [paromita@kolkataporttrust.gov.in](mailto:paromita@kolkataporttrust.gov.in) within **04/06/2022**.

**ANNEXURE-A**

<b><u>RATES FOR THE LAND AT KOLKATA DOCK SYSTEM (KDS)</u></b>			
<b>Sl. No.</b>	<b>Location &amp; Description of Land</b>	<b>Rate for 1<sup>st</sup> belt (Rs./100Sq.Mtrs/ Month)</b>	<b>Rate for 2<sup>nd</sup> belt (Rs./100Sq.Mtrs/ Month)</b>
<b>LANDS AT DOCK</b>			
1	Circular Garden Reach Road from Satya Doctor Road to Bascule Bridge, Call Stand	7881	6305
2	Circular Garden Reach Road from Bascule Bridge to Gate No. 5; N.S.D.	7881	6305
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.	7881	6305
4a	Garden Reach Road from Hastings Bridge to Tidal Basin	6964	5571
4b	Watgunge	7396	5917
5a	Garden Reach Road from Tidal Basin to Gate No. 3, N.S.D.	6964	5571
5b	Brace Bridge Road and BISN Jetty adjacent area	6964	5571
6	Satya Doctor Road and Gopal Doctor Road, Sastitala	7396	5917
7a	Hide Road up to Jain Kunj crossing	7901	6321
7b	Hide Road Extn (Jain Kunj crossing to Brace Bridge) Including low level side roads and development road at JJP	10418	8334
8	Nimak Mahal Road and Dumayne Avenue	7396	5917
9	Goragacha Road, Incinerator Road, Transport Depot Road and the adjoining Roads except specified otherwise.	10070	8056
10	Sonapur Road.	6336	5069
11	Oil Installation Road and other roads in Paharpur area.	6336	5069
12a	Remount Road (between Diamond Harbour Road & Bhuikailash Road).	10418	8334
12b	Remount Road (between Bhuikailash Road & Coal Dock Road) and Coal Dock Road and EJC	10418	8334
13	Dock West Road	7901	6321
14	Dock Eastern Boundary Road including adjacent Roads except otherwise specified	8392	6714
15a	Diamond Harbour Road (Western side) from Majherhat Bridge to Seamen's House)	11005	8804
15b	Boat Canal & Diamond Harbour Road (Eastern side), New Alipore	11005	8804
16	Taratala Road from Diamond Harbour Road to Budge Budge Road and Mint Place	10711	8569
17	Taratala Road from Budge Budge Road to Circular Garden Reach Road	10711	8569
18	Hari Mohan Ghosh Road.	6107	4886
19a	Ramnagar	6086	4869
19b	Suriman & Alifnagar Road.	5246	4197
20	Sonai Road	6107	4886

21	Land within custom bound areas of KPD, NSD, G.R. Jetty for purposes other than storage of cargo and cargo handling gears and related equipments	8456	6765
22	Land within custom bound areas for storage of cargo and cargo handling gears and related equipments	8456	6765
23a	Land inside Kantapukur, Hoboken Depot, N.T Shed & R.I.M. Dock Yard.	6336	5069
23b	Land at Brooklyn Depot	6336	5069
24	Daighat	7396	5917
25	Chetla Road	10418	8334
26	Chetla Station Back Land	3430	2744
27	Chetla Station Yard plots	3430	2744
28a	Sonai	6336	5069
28b	Durgapur siding	9758	7806
28c	Coal Berth	7396	5917
28d	Gravel Siding	7396	5917
28e	Hide Shed Dump, Hoboken Road and Old Garagacha Road	6336	5069
28f	Dhobiatalao Container Park	6520	5216
<b>LANDS AT KOLKATA</b>			
29	Cossipore area from Gun Foundry Road to Chitpore Lift Bridge and Turner Road	12341	9873
<b>From Chitpore Lift Bridge To Ahiritola Street</b>			
30a	From Chitpore Lift Bridge to Schalch Street (Koomartooly)	27174	21739
30b	From to Schalch Street (Koomartooly) to Ahiritola Street	24157	19326
<b>From Ahiritola Street To Nimtollah Burning Ghat Road</b>			
31a	Strand Bank Road from Ahiritola Street to Nimtolla Burning Ghat Road	25345	20276
31b	Nimtollah Burning Ghat Road (North side)	25345	20276
31c	Strand Road from Ahiritola Street to Nimtollah Burning Ghat Road including Maharshi Debendra Road	27060	21648
<b>From Nimtolla Burning Ghat Road To Jorabagan Cross Road</b>			
32a	Strand Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	27060	21648
32b	Jorabagan Cross Road (North side), Cross Road Nos. 13 & 16.	24963	19970
32c	Strand Bank Road from Nimtollah Burning Ghat Road to Jorabagan Cross Road.	25345	20276
32d	Cross Road Nos. 13/1, 14, 15 & 17.	24173	19338
32e	Nimtollah Burning Ghat Road (South side).	24963	19970
<b>From Jorabagan Cross Road To Adya Sradhya Ghat Road.</b>			
33a	Strand Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	27060	21648
33b	Strand Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	27060	21648
33c	Strand Bank Road from Jorabagan Cross Road to P.C. Tagore Ghat Road.	25345	20276
33d	Strand Bank Road from P.C. Tagore Ghat Road to Adya Sradhya Ghat Road.	25345	20276

33e	Adya Sradhya Ghat Road (North side).	24963	19970
33f	P.C. Tagore Ghat Road.	24963	19970
33g	Cross Road No. 8.	24173	19338
33h	Cross Road Nos. 9, 10 & 11.	24173	19338
33i	Jorabagan Cross Road (South side), Cross Road Nos. 12	24963	19970
33j	Pathuria Ghat Cross Road	25345	20276
	<b>From Adya Sradhya Ghat Road To Jagannath Ghat Road</b>		
34a	Strand Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	27060	21648
34b	Strand Bank Road from Adya Sradhya Ghat Road to Jagannath Ghat Road	25345	20276
34c	New C.I.T Road (Cross Road No. 5)	24963	19970
34d	Adya Sradhya Ghat Road (South side) Jagannath Ghat Road (North side)	24963	19970
34e	Cross Road No. 6 & 7	24173	19338
	<b>Jagannath Ghat Road to Howrah Bridge</b>		
35a	Strand Road from Jagannath Ghat Road to Mint Garden	27060	21648
35b	Strand Bank Road from Jagannath Ghat Road to Howrah Bridge	27060	21648
35c	Jagannath Ghat Road ( South side )	24392	19514
	<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	25345	20276
36b	Strand Road near Mullick Ghat Pumping Station	27060	21648
36c	Old Howrah Bridge Approach Road adjacent to the same	27060	21648
37	Land at Chandpal Ghat, Outram Ghat and Babu Ghat including Land at Strand Road from Howrah Bridge Approaches to Chandpal Ghat (Western Side) including strips of land between Starnd Road and River	25992	20794
38(i)	Land at Tuckta Ghat including riverside Land upto Tolly's Nullah from Tuktaghat	10488	8390
38(ii)	Land from Chandpal Ghat to Tukta Ghat	18450	14760
	<b>Lands at Howrah</b>		
39	Chandmari Ghat, Howrah Station	16235	12988
40	Nityadhan Mukherjee Road (Telkal Ghat).	6293	5034
41	Strand Road, Howrah.	8392	6714
42a	Upper Foreshore Road.	7345	5876
42b	Mullick Ghat Road.	6293	5034
42c	Cross Road No.1	6293	5034
43	Cross Road Nos. 2, 3 & 4.	6293	5034
	<b>Grand Foreshore Road River Side</b>		
44a	Portion on the north of Banstalla Ghat Road.	6293	5034
44b	Portion on the south of Banstalla Ghat Road.	6293	5034
45	Chintamoni Dey Bathing Ghat Road.	5246	4197
	<b>Banstalla Ghat Road</b>		
46a	North side.	5246	4197

46b	South side.	5246	4197
	<b>Foreshore Road</b>		
47a	From Bonbehari Bose Road to Banstalla Ghat Road	5246	4197
47b	From Banstalla Ghat Road to Jagat Banerjee Gaht Road.	5108	4086
48	Jagat Banerjee Ghat Road , Shibpore Ferry Ghat Road and NO 1 Riverside Road	9414	7531
	<b>Shalimar Yard</b>		
49a	Foreshore Road East Side	8392	6714
49b	Foreshore Road West Side	5435	4348
50	Duke Road	5435	4348
	<b>Foreshore Road (Timber Pond)</b>		
51a	High Land	1560	1248
51b	Low Land	937	750
52a	Bandhaghat	5500	4400
52b	Golabarighat	5500	4400
52c	Near Howrah Bridge Pier (Howrah Side) area	16235	12988
53	Budge Budge	1379	1103
54	Roychak	1765	1412
55	Hooghly Point	862	690
56	Falta	689	551
57	Balagarh	284	227
58	Jellingham	24	19
59	Gangrachar	24	19
60	Diamond Harbour	1260	1008
61	Khejuri	62	50
62	Shimurali	842	674
63	Durgapur	373	298
64	South Khalichar	24	19
65	Baharampur	1949	1559
66	Nischintapur	396	317
67	Pyradanga	15	12
68	Saugor	205	164
69	Fresergunj	235	188
70	Moyapur	690	552
71	Swarupgunj	1681	1345
72	Nabadwip	69	55

<b><u>RATES FOR STRUCTURES AT KOLKATA DOCK SYSTEM (KDS)</u></b>		
	<b>Location &amp; Description of Structure</b>	<b>Rate (Rs./100Sq.Mtrs/ Month)</b>
<b>1</b>	<b>ARMENIAN GHAT WAREHOUSE</b>	
i	Ground Floor Godowns	27981
ii	First Floor Godowns	19588
<b>2</b>	Calcutta Jetty Shed No. 1	25308
<b>3</b>	<b>CANNING WAREHOUSE</b>	
i	Ground Floor Godowns	27981
ii	First Floor Godowns	19588
iii	Second Floor Godowns	12582
<b>4</b>	<b>CLIVE WAREHOUSE</b>	
i	Ground Floor Godowns	25308
ii	First Floor Godowns	17715
iii	Second Floor Godowns	12582
<b>5</b>	<b>FAIRLIE WAREHOUSE</b>	
i	Ground Floor Godowns	25308
ii	First Floor Godowns	17715
iii	Second Floor Godowns	12582
<b>6</b>	<b>CANNING WAREHOUSE (ANNEXE)</b>	
i	Ground Floor Godowns	27981
ii	First Floor Godowns	19588
<b>8</b>	Import Warehouse (8 compartments)	25453
<b>9</b>	Import Warehouse South.	25453
<b>10</b>	Calcutta Jetty Shed No. 4	25453
<b>11</b>	Calcutta Jetty Shed No. 5. (Northernmost Bay).	25453
<b>12</b>	<b>P-221/2, STRAND BANK ROAD</b>	
i	Ground Floor (Shops).	33241
ii	Ground Floor (Godowns).	25308
iii	Ground Floor Annexe	15090
iv	Second Floor	21092
v	Top Floor.	21092
<b>13</b>	<b>"A" SHED JAGANNATH GHAT</b>	
i	Ground Floor	20802
ii	First Floor	14561
iii	Office space on the Top Floor	10401
iv	Miscellaneous structure attached to the Warehouse such as Darwans Quarters Cook Houses etc.	12481.2
<b>14</b>	R.D.F. Godowns at Jagannath Ghat Road.	33406
<b>15</b>	Jagannath Ghat Godowns	33406

<b>16</b>	<b>PATHURIAGHAT WAREHOUSE</b>	
i	Ground Floor Godowns (Compartment Nos. 1 to 5)	24764
ii	First Floor Godowns (Compartment Nos. 6 to 10)	17335
iii	Ground Floor Pucca Godowns Nos. 12 to 17/2 (C.I.Roof).	24764
<b>17</b>	Nimtallah Station Shed.	31519
<b>18</b>	<b>SAHEB BAZAR GODOWNS</b>	
i	Nos. 3, 3A, 4 & 4A	29712
ii	Godown No. 5	27935
19	Ruthala Station Road	20802
<b>20</b>	<b>BAGHBAZAR WAREHOUSE</b>	
i	Ground Floor Godown No. 1	20802
ii	First Floor Godown No. 2 & 4, access by two wooden ramps	14561
<b>21</b>	Cossipore Receiving Shed	18680
<b>22</b>	4 shop rooms with verandah at Armenian Ghat	31520
<b>23</b>	Shed at Outram Ghat	32231
<b>24</b>	<b>OTHER STRUCTURES</b>	
i	Building with pucca roof	5688*
ii	Building with R.T. and Asbestos roof	4550*
iii	Building with C.I. roof	3640*
	<b>DOCK</b>	
<b>25</b>	<b>HIDE ROAD GODOWNS</b>	
i	Godowns, enclosed verandah & miscellaneous closed floor space	16868
ii	Open sided verandah space	5995
<b>26 i</b>	Hoboken sheds (including naval transit sheds)	10610
<b>26 ii</b>	Brooklyn T.N. Shed	10610
<b>26 iii</b>	Brooklyn T.G. Shed	10610
<b>27</b>	Jinjinrapole Sheds	15096
<b>28</b>	<b>Structures/ Rooms In any Zone within Dock Area (not covered within mentioned zones)</b>	
i	Building with Pucca Roof	5839*
ii	Building with R.T. and Asbestos roof	4671*
iii	Building with C.I. roof	3811*
<b>29</b>	Kantapukur Sheds	10610
<b>30</b>	<b>TEA WAREHOUSES</b>	
i	Hide Road Warehouse	15001
ii	Sale Tea Warehouse	13989
	First Floor Rate 70% of Ground Floor Rate	9792
	2nd floor and above	6995
iii	Sale Tea Warehouse (Annexe)	13989
iv	<b>Lybian Depot Warehouse</b>	
a	Ground Floor	14114

b	1st Floor	9880
c	2nd Floor upwards	8071
v	<b>T.T. Sheds</b>	8071
	1ST Floor	4911
vi	T.T. Sheds Extension	8071
<b>Inside Dock</b>		
<b>31</b>	a. Inside Dock Zone for cargo storage only (Consolidated rate)	14295
	b. Inside Dock Zone for other than cargo storage (Consolidated rate)	14295
<b>HOWRAH</b>		
<b>32</b>	<b>SHED AT 14 FORESHORE ROAD, RAMKRISTOPUR</b>	
i	Ground Floor Space	12564
ii	First Floor Space	8795
<b>33</b>	Station Shed (North) Ramkristopur	13254
<b>34</b>	Station Shed (South) Ramkristopur	13254
<b>35</b>	New Goods Shed Ramkristopur	13254
<b>36</b>	Structures at 109, Foreshore Road, Ramkristopur	13426
<b>37</b>	Nissen Sheds at 108, Foreshore Road, Ramkristopur	13130
<b>38</b>	Small office Building at Timber Pond	5356
<b>39</b>	Budge Budge Godown / Sheds	5157
<b>OTHER STRUCTURE</b>		
<b>40i</b>	Building with pucca roof	5688*
ii	Building with R.T. and Asbestos roof	4550*
iii	Building with C.I. roof	3640*
<b>41</b>	Gangway and Pontoon of KoPT	One time fees based on the valuation of port owned Jetty & Panton and Gangway at the time of giving tenancy instead of rents along with rental of back-up land (if any, as per the land rate of applicable zone ) and foreshore occupation charges as per BOT prescribed rate.
<b>42</b>	Gangway and Pontoon of Party	No separate fees for Gangway and Pontoon of Party, only rents for back-up land (if any, as per the land rate of applicable zone) and foreshore occupation charges as per BOT prescribed rate.
<b>Hoardings</b>		<b>Rate (Rs./Sq.ft/year)</b>
<b>43</b>	Licence fee for hoardings for advertisement in Kolkata, Howrah and Dock Zones	1000

**\*Land Cost of respective Zones to be added for final rate.**



<b><u>ESTIMATION OF RENT FOR VARIOUS QUARTERS OF KDS</u></b>		
<b>Sl. No</b>	<b>Name</b>	<b>Rate (Rs./100 Sq.mt/Month )</b>
15B	Port Land Park	23672
25	Chetla	13558
12A	Remount Road	12912
39	New Howrah Bridge	11836
3	Brooklyne	12935
16	Taratala	16048
23A	Coal Bearth	11236
15B	Durgapur	13558
14	PWI Sahapur, Bilashpur, East Yard PWI, East Yard Crane Driver	15000
14	Bilaspur	15000
7A	Hide Road Mazdoor Line	12697
48	Shalimar Jagat Banerje Ghat Road	14621
38(ii)	Chandpal Ghat	24415
29	Cossipore Turner Road	23267
23A	Sonadingi	11236
31A	Nimtala Old & New	15731
13	DLS	15000
8	Nimak Mahal	12402
12B	EJC Yard	15726
23A	Kantapukur	11236
5B	Lybian Warehouse & Brace Bridge	11926
9	Port Hospital Park	15726
9	Helen Keller Sarani	15726
19	Ramnagar	10984
53	Budge Budge	5783

## NOTES:

The SoR with all conditionalities will be applicable to –

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

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

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

### I. LEASE:

#### 1. General:

(a) Land should be leased only in accordance with the land use plan.

(b) Land shall be leased through tender -cum -auction methodology through a competitive bidding process over the reserve price of such plots which shall be higher of the updated SoR notified by the Competent Authority or the last rent received on such plots, save and except in the following cases:

(i) For establishment of common utilities by local bodies like sewage plant, Government Schools and colleges and hospitals, etc, land can be allotted by the Ports on nomination basis provided allotment is in the interest of the Ports. The land allotted to such entities to be used exclusively for the purpose for which it has been allotted and under no circumstances, the usage can be changed. In case the leased land is not used for the purpose it is granted, the lease to be terminated and the land so allotted to be resumed by the Port. No transfer/sub-letting of such lease will be permitted. Concession upto 75% on the annual lease rent arrived at on the basis of updated SoR may be granted to government schools and colleges. Concession in lease rent can be provided by the Port Authority Board as provided under para (iv) below for establishment of common utilities by local bodies like sewage plant, hospitals, etc provided they are in accordance with approved master plan of the city and the land is not required for the Port's own use.

(ii) Land can also be allotted on nomination basis to Government Departments, Statutory

Local Bodies, Statutory Authorities/Autonomous Organisations under State/ Central Ministries, Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and security agencies like State Police, CISF, Coast Guard and Navy, subject to the availability of land and on the basis of updated SoR.

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

## 2. Period Of Lease:

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

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

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

4. Methodology Of Granting Leases Through Nomination:

- a) The land may be leased by the port on nomination basis either on (i) Upfront basis on payment of one time upfront amount for the entire lease period and a nominal lease rent of Re. 1/- per sq. mtr. per year for the currency of the leased period or (ii) on Premium (annual rent basis).
- b) For land leased out on nomination on upfront basis, the upfront rent shall be calculated on the basis of Net Present Value (NPV) of annual lease rentals for the entire period of lease escalating the applicable rent as per prevailing SoR, annually by 2.5% and discounting annually by the rate of the longest term G-Sec rate as per the RBI Bulletin at the time of issuance of offer. In addition, Re.1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease. GST, etc. as applicable shall be payable extra.
- c) For land leased out on nomination on annual rent basis, annual lease rent for the 1st year will be calculated based on the updated SoR. From the 2nd year onwards, the rate of rent will be escalated in terms of the escalation provisions in this NOTES, based on which the annual rent will be calculated.

5. Methodology Of Granting Leases Other Than Through Nomination:

- a) The land may be leased by the port through tender-cum-auction either on (i) Upfront basis on payment of one time upfront amount for the entire lease period and a nominal lease rent of Re. 1/- per sq. mtr. per year for the currency of the leased period or (ii) on Premium (annual rent basis).
- b) For leases granted through tender-cum-auction methodology on upfront basis, the upfront rent shall be calculated on the basis of Net Present Value (NPV) of annual lease rentals (at the quoted and accepted rate of rent) for the entire period of lease escalating the applicable rent as per prevailing SoR, annually by 2.5% and discounting annually by the rate of the longest term G-Sec rate as per the RBI Bulletin at the time of issuance of tender. In addition, a nominal lease rent of Re.1/- per sq. mtr. per year shall be charged as nominal annual rent every year or part thereof, during the entire period of lease. GST, etc. as applicable shall be payable extra.
- c) For leases granted through tender-cum-auction methodology on Premium (annual lease rent) basis, annual lease rent for the 1st year will be computed based on the highest accepted quoted amount towards land rent. From the 2nd year onwards, the rate of rent will be escalated in terms of the escalation provisions in this NOTES, based on which the annual rent will be calculated. In addition, GST, etc. as applicable shall be payable.

Note: In both the cases as at item 5 (a) and (b) above, the bidders will have to quote upfront payment/ annual lease rent rates over and above the reserve price which shall be higher of the updated SoR notified by the Competent Authority or the last rent received on such plots.

6. Other Conditions for Calculation of Rates:

6.1 In case of new allotment (lease/licence) as well as renewal, belting benefit may not be allowed for a single plate (contiguous plot of land occupied by the same party). In such cases, the governing rate should be the rate of the first belt. Belting benefit by means of lower rate may be allowed only if the plot is situated exclusively in the second belt and the party is not entitled to get the benefit of First belt on such land.

6.2 (a) In case of new allotment (lease/licence) as well as renewal, if a plot abuts more than one road, 15% extra on reserve price or annual rent will be charged. In case the rates of rent applicable corresponding to such roads are different, then higher of the rates will be taken while computing the rent for the plot.

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

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

(i) in case of long-term leases, at the time of next 5 yearly rent review and re-fixation, payable rent will be higher of the updated rent at that point of time as per annual escalation as envisaged in the lease deed and updated rent of the instant SoR at that point of time without 15% extra for abutment of roads.

(ii) in case of short-term leases, ~~and~~ monthly leases and 11 month licences, on the date of effect of the instant SoR, payable rent/licence fee will be higher of the updated rent/licence fee of the previous SoR at that point of time and rent/licence fee as per instant SoR at that point of time without 15% extra for abutment of roads.

(iii) in case of compensation subsequent to expiry/determination of any kind of lease/licence, on the date of effect of the instant SoR, payable compensation will be higher of compensation as per instant SoR at that point of time with 15% extra since the plot abuts more than one road and compensation levied immediately before that date, if not stipulated otherwise in the lease deed/licence agreement. If penal compensation is leviable on that date, both the aforesaid figures will be multiplied by 3 (three).

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

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

Non-Industrial usages/activities include the following: -

➤ Retail Business, Mercantile

- Commercial Centers
- Banks, Financial services and stock exchanges
- Business and Professional offices
- Private institutional offices, semi-government offices
- Shops, Showroom, Community Centre and Shopping Malls
- Hotels, Resort, Motel
- Restaurants, Pub, Clubs
- Hostels, Boarding houses, guest houses
- Cinema Halls, Theaters, Banquet Halls, Auditoriums
- Marriage Halls, Community Halls
- Petrol Pump, Service Station, Repairing Centre
- Private Hospital & Clinic, Nursing Home, Diagnostic centre
- Sport Complex, Swimming pool
- Conventional Centre
- Private School, College, Higher Technical Institute,
- Libraries, Gymnasium, Yoga Centre
- Weigh Bridges
- Museums
- Entertainment, Recreational uses
- Commercial Parking (Parking required for warehousing activity not attract 35%)
- Commercial Warehouses other than area in and around Docks.

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

- i) in case of existing short-term leases and monthly leases, on the date of effect of the instant SoR, payable rent will be higher of the
  - a. updated rent of the previous SoR at that point of time including escalation for such use
  - b. rent as per instant SoR at that point of time with escalation as per the above provision in the instant SoR.
- ii) in case of monthly licences and 11-month licences, on the date of effect of the instant SoR, payable licence fee will be higher of the licence fee payable at that point of time including such escalation or licence fee as per instant SoR at that point of time without such escalation as there is no such provision in the instant SoR.
- iii) in case of compensation subsequent to expiry/determination of any kind of lease/licence, on the date of effect of the instant SoR, payable compensation will be higher of compensation as per instant SoR at that point of time without escalation as there is no such provision in the instant SoR or compensation enhanced to 3.5 times for such purpose, if not stipulated otherwise in the lease deed/ licence agreement. If penal compensation is leviable on that date, both the aforesaid figures will be multiplied by 3 (three).

7. At the time of regularization of intervening period (i.e. from the date of expiry of lease and licenses to the date of renewal or new allotment) after implementation of new SoR, regularization should be done at higher of the last rates at which bills were being raised for the plots or SoR rate.
8. In case of existing long-term leases, the rate of rent, annual escalation and rate of interest on unpaid amount will be governed by the relevant covenants of the lease.
9. Low-Line Land areas/ water bodies / water areas :

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

10. Transfer of Leases:

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

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

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

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

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

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

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

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

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

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

11. Mortgage:

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

12. Sub-lease/Subletting:

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

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

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

13. Surrender of Lease:

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

The difference of

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



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

14. Change of Use of Leased Land:

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

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

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

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

16. Way Leave:

- (i) For the purpose of way leave charges, the area occupied by single pipeline shall be calculated based on the product of diameter (subject to minimum of 250 mm in diameter) and length of such pipeline(s). In case of multi-layer pipeline stacks, the physical area occupied by the multilayer pipeline stacks shall be considered and the respective users shall be billed for pro-rata area on the basis of the diameter and length of the pipelines passing through that area. With respect to the area shared with road, rails, jetties etc., the respective users shall be billed pro-rata for 50% of the concerned area assuming that they do not have exclusive possession of land and what they have is only 'Right of Way'. As far as underground pipes are concerned, if the users establish that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be counted 50% of the product of diameter and length, for the purpose of levy of way leave charges on the basis of the schedule rent.
- (ii) For allowing overhead conveyors, trestle bridge and high voltage transmission lines, way leave licence fee will be charged on the basis of the schedule rent for the area coming in the alignment of the structures.
- (iii) For laying of underground cables like optical fibre cable, telephone cable, electric cable, etc, having diameter up to 250 mm, area shall be calculated considering the minimum

diameter 250 mm. For laying of underground cables having diameter more than 250 mm, area shall be calculated considering the actual diameter. For both the cases, 50% area occupied by such cables shall be considered for the purpose of levy way leave charges on the basis of schedule rent, provided, possession of surface area is not physically with the users.

- (iv) The Right of Way permission for laying pipelines / conveyors etc. from jetties to the tank farms and in other areas within and outside Port area shall be given with approval of the Board of SMPK. It shall neither be a lease nor a license. As far as possible, the pipelines should be permitted only underground. There shall not be any allotment of land to a party for giving Right of Way permission. As far as possible, these shall be laid on common user basis and if the same pipeline is required by any other party, it shall be spared, on such terms agreed between the parties and SMPK Board. The parties shall have to abide by the conditions specified by SMPK. The Policy for giving the Right of Way permission and the terms and conditions shall be formulated by the Board of SMPK.

Schedule of Rent for the purpose of levy of way leave charges shall be as follows, subject to annual escalation as provided in the instant SoR:

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

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

- (v) For construction/installation of tower, pole, antenna & similar structures and solar panel etc, will attract rent of land as per area covered by it, if it is installed on land and will attract rent of structure's ground floor rate as per area covered by it, if it is installed on structure, subject to minimum payment of Rs. 28,000/- per location per month (it excludes way leave charges for cables and other ancillaries).
- (vi) Way Leave charges will be billed and realised on upfront basis or yearly basis, as may be decided by SMPK Board.
- (vii) One time Supervision charges@ 15% of the cost of laying pipelines/conveyors/cables etc. in the port limits shall be paid by all the parties to SMPK. The charges would be applicable even if the supervision is done by a third party.

- (viii) For Jetty pipe lines/conveyors installed for conveying cargo, SMPK Board reserve the right to impose MGT and additional compensation charges, if any, for granting way leave permission.
- (ix) The party shall pay to SMPK wharfage and all other charges due to be paid by them, for the cargo handled through the pipelines.

17. Mutation:

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

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

**II. LICENSE:**

1. Inside Custom Bond Area:

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

2. Outside Custom Bond Area:

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

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

### III. OTHER CONDITIONS:

#### 1. Escalation of Rates:

- (i) All the rates indicated in the SoR shall get automatically escalated by 2.5% per annum after expiry of one year from the effective date of implementation of this instant Rent Schedule after every year thereafter, and the escalated rates shall be considered as the prevailing Scheduled Rent for the concerned year.
- (ii) Rates of all future leases on annual basis / 5-year licenses will get escalated every year (each year shall be reckoned from the date of commencement of lease/ license i.e. date of handing over possession of the land concerned on observance of required formalities) by 2.5% (or such percentage as would be prevailing in subsequent revisions of SoR during tenure of the lease/ license), of the rent payable in the preceding period or will be the scheduled rent then in force, whichever is higher.

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

- (iii) Existing rates of all existing short-term leases, all existing monthly leases, all existing monthly licences, way-leave permissions, all existing/future 11-month licences and all future 5-year licences will also get escalated by 2.5% per annum, with effect from the date on and from which the instant SOR will be implemented.
- (iv) Rate of escalation for existing long-term leases will be guided by the relevant covenants of the respective leases.

#### 2. Payment of rent / license fees etc.:

- (i) The existing leases will be governed by the relevant covenants of the respective leases.
- (ii) In case of future lease of land / building on annual lease rent basis, licenses granted on 11 months basis as well as licenses initially granted for more than 11 months but upto 5 years, the annual rent/license fees will be paid by the lessees/licensees in advance.  
In such cases, the rent/license fee, whether demanded or not, shall be paid by the licensees/ lessees on or before the 15<sup>th</sup> day from the date of beginning of each year (reckoned from the date of commencement of lease/ license), / date of beginning of license period for which the advance rent/license fee, etc. is due.
- (iii) For other cases of licenses, the license fee, whether demanded or not, shall be paid by the licensees on or before the 15<sup>th</sup> day of each month/year (reckoned from the date of commencement of license), succeeding that for which the license fee is due.

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

### 3. Security Deposit:

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

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

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

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

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

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

4. Penal Charges for Encroachment:

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

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

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

5. Compensation/Damages:

In all cases of expiry/termination/determination of lease/ license or forfeiture of lease/ license and despite receiving the notice thereof or forfeiture of lease/ license on account of change of user, assignment, etc, (except cases covered under Licenses of the yard/shed within Custom bond area), if the lessee/licensee continues to occupy the premises unauthorisedly, the lessee/ licensee shall be liable to pay compensation/damages for wrongful use and occupation of the premises at 3 times of (the annual lease rent/license fee based on the latest SoR or last rent received on such plots, whichever is *higher*), till vacant possession is obtained by the Port, irrespective of the conditions in lease deed/licence agreement. In case of land allotted on upfront basis, the equivalent annual rent would be calculated on pro-rata basis. This provision will be invoked irrespective of whether the same is contained in the Lease Deed / terms & Conditions of License or not.

6. Penal Interest:

- (i) Simple Interest @14.25% per annum on the outstanding rent/ Licence fee and compensation/ occupational charges and other demands (as to be indicated in bill/invoice/demand notice) will be recovered, if the rent, compensation/ occupational charge is not paid within the due date. The aforesaid rate of interest would be applicable for all existing short-term leases, all existing monthly leases, all existing monthly licences, all existing/future 11-month licences, all future 5-year licences, all future long-term leases and all compensation bills, except cases of existing long-term leases where lease deed stipulates otherwise.

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

- (ii) Applicability of interest at the time of regularisation/restoration of tenancy,
  - (a). If no rent /licence fee bill is issued, no interest is to be charged. Consolidated rent bill will be raised and in that case, interest will be charged after the due date of the consolidated bill only.
  - (b). Where rent /license fee bills/compensation bills were stopped due to non payment of occupational charges, in that cases, interest will be charged. The lessee/licensee will be liable to pay each monthly/yearly rent/license fee/compensation charges towards occupation of SMPK's property/properties along with applicable interest considering 15<sup>th</sup> day of each succeeding month due date for payment for the preceding month occupation. A manual calculation in respect of outstanding rent/license fees/compensation charges along with applicable interest considering 15<sup>th</sup> day of each succeeding month due date for payment for the preceding month occupation to be made by SMPK. Based on such calculation, a consolidated bill for such outstanding rent/license fees/compensation charges along with interest as well as GST will be raised and the party will be liable to pay all dues before regularisation/restoration of tenancy.
  - (c). When fresh rent/licence fee bill is to be issued after cancelling compensation bill, consolidated rent bill will be raised and in that case, interest will be charged after the due date of the consolidated bill only, provided, the lessee paid the compensation amount or the undisputed part. If SMPK refused such payment, interest will not be charged.
- (iii) The existing leases would however be governed by the provision of the respective leases.
- (iv) In case of delay in payment of upfront premium, original upfront premium along with interest on upfront amount for the delay period or upfront premium recalculated on the prevailing G-Sec rate, whichever is higher may be charged.

**7. Termination and Imposition of Penalty:**

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

8. Other Utilization of Land:

- (i) When entering into a joint venture for improving port connectivity or port development with any public authority, land required for such projects, valued at the latest SoR may constitute the equity of the Port in such joint ventures.
- (ii) The Port shall not entertain any proposal for allotment of land to religious institutions or for religious purposes or to political institutions.
- (iii) In respect of PPP projects, the annual lease rent based on latest SoR with the approved rate of annual escalation would be indicated to the bidders at the bidding stage itself. In respect of existing PPP/BOT projects, allotment of land will be governed by the provisions of the Concession Agreement. With respect to land allotted for captive facilities, the lease rentals for the land allotted shall be recovered from the user as per the annual lease rental based on the latest SoR, with the approved rate of annual escalation.

9. Processing Fees:

- (i) Processing fee (excluding applicable taxes) for scrutiny of proposal of new construction on the demised land shall be @ Rs. 3400/- per 100 sq.m. on the total built up area, subject to minimum fee of Rs. 23,000/-. However, the following structures will be exempted from payment of the said Processing fee: -
  - a) Septic Tank
  - b) Water reservoir
  - c) Cycle Stand
  - d) Pump room
  - e) Generator room
- (ii) Processing fee (excluding applicable taxes) for scrutiny of proposals for addition/alteration & renovation of existing approved structures, construction of hard stand, etc. [except way leave-related cases], shall be @ Rs.10,000/- per proposal.
- (iii) Annual escalation of Processing fee and minimum fee, where applicable, will be @ 10% per year.

10. Licences of the yard/shed within Custom bound area:

License granted at shed/ yard inside customs bonded areas and exclusively used for storage of exim cargo/ goods will be subject to applicability of relevant section of MPT/ MPA act dealing with exemptions/ remissions either wholly or partially on any goods or class of goods from payment of any rate or of any charge leviable in respect thereof, if Board may decide, in a special case and for a reason to be recorded in writing.

For traffic-related purpose, monthly licence may be granted for allotment of yard/shed within Customs bound area, on nomination basis, @ updated SoR. After expiry/ termination/ determination/ forfeiture of such licences of the yard/shed within Customs bound area, if the licensee continues to occupy it unauthorisedly, the licensee shall be liable to pay compensation for wrongful use and occupation as per the rates **given at**



**Folio A**, till vacant possession is obtained by SMPK. The rate structure and terms and conditions as decided and approved by the Board from time to time will be applicable.

11. Other Charges:

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

12. Applicability of Land Policy Guidelines:

In the application of Schedule of Rent all the instructions of the Land Policy Guidelines as amended from time to time which are not contrary to any of clauses of this SoR and all instructions issued from time to time by the Central Government which cover matters not specially covered by the instant SoR will be followed.

Where a doubt arises as to the interpretation of any of these clauses of Schedule of Rent, the matter shall be referred to the Board of SMPK for a final decision.

13. Validity of SoR:

The Rent Schedule is valid upto **06-04-2026**.

<b>(A) For Import cargo (other than Nepal)</b>			
For first 30 days after expiry of license for initial 30 days		At single rate as per prevailing SoR	
<b>Case-1: If 50% or more license area is vacated within 30 days after expiry of license for initial 30 days</b>		<b>Case-2: If less than 50% of license area is vacated within 30 days after expiry of license for initial 30 days</b>	
For next 30 days	At 1 times the rates as per prevailing SoR	For next 60 days	At 3 times the rates as per prevailing SoR on monthly basis
For next 60 days	At 3 times the rates as per prevailing SoR on monthly basis	Continued unauthorized occupation beyond 120 days from the date of initial occupation	At 5 times the rates as per prevailing SoR on monthly basis
Continued unauthorized occupation beyond 150 days from the date of initial occupation	At 5 times the rates as per prevailing SoR on monthly basis		
<b>(B) For Import cargo for Nepal</b>			
For first 150 days after expiry of license for initial 30 days.		At single rate as per prevailing SoR	
For next 60 days		At 3 times the rates as per prevailing SoR on monthly basis	
Continued unauthorized occupation beyond 240 days from the date of initial occupation to month basis		At 5 times the rates as per prevailing SoR on monthly basis	

<b>(C) For all Export including export cargo received as stock</b>	
For first 150 days after expiry of license for initial 30 days	At single rate as per prevailing SoR on monthly basis
For next 60 days	At 3 times the rates as per prevailing SoR on monthly basis
Continued unauthorized occupation beyond 240 days from the date of initial occupation	At 5 times the rates as per prevailing SoR on monthly basis
<b>(D) For back to town Export/ stock cargo (shut out/otherwise)</b>	
In case of full consignment	The proposed import structure will apply from the date of granting of initial license.
Re-measured area In case partial consignment	The proposed import structure will apply from the date of re-measurement of the occupied area after completion of shipment
<b>(E) For storage at upper floors</b>	
1 <sup>st</sup> Floor	70% of ground floor applicable rates
2 <sup>nd</sup> Floor	70% of ground floor applicable rates

**Note:** After initial license period of 30 days, the aforesaid compensation charge will be levied on the basis of re-measured area for every subsequent month, which the license is under actual occupation with his cargo/consignment.