

Tariff Authority for Major Ports

CORRIGENDUM

This Authority had passed an Order on 9 August 2001 in case No.TAMP/18/2000-NMPT relating to the general revision of Scale of Rates of the New Mangalore Port Trust. This Order and the consolidated Scale of Rates of the NMPT alongwith its conditionalities were notified in the Gazette of India Extraordinary (Part III Section 4) on 19 September 2001 vide Gazette No.250.

2. It has been noticed that some typographical errors/omissions have occurred in the consolidated Scale of Rates and its conditionalities notified on 19 September 2001. The details of the errors and the corrections to be made are detailed below:

- (i). The following new note No. (6). Below note No. (5). has been included under Chapter II, vessel related charges - a Port Dues of the Scale of Rates of the NMPT:

“(6). A coastal vessel entering the Port as described under notes (1). And (2). Above shall be charged Port Dues accordingly. If the same coastal vessel re-enters the Port within 30 days, then the difference between the normal Port Dues and that charged during first entry shall be collected. The period of 30 days shall count from the date of first entry into the Port.”

- (ii). CHAPTER - VI

ALLOTMENT OF LAND

A. ALLOTMENT:

Persons requiring allotment of land for storage of their goods outside the security compound wall of New Mangalore Port Trust on monthly licence basis may apply in writing for a licence in the form prescribed by the NMPT from time to time. But, it shall be at the discretion of the NMPT to allot or refuse such land.

B. LICENCEE'S RESPONSIBILITY:

In applying for land for storage of goods, the applicants for land shall accept all risks and responsibility for goods so stored/stocked. The occupation of land shall be subject to the conditions set-forth in sub-clause (C) below (which shall be reproduced in the license deed). Encroachment or unauthorised occupation of the NMPT land, the stacking of goods on the NMPT land and stacking goods on NMPT Railway track, plants, equipments, approach road, etc., causing obstruction to the

movement of traffic by the licensees will involve a liability to pay a penalty at the rate of five times the licence fee laid down in the Scale of Rates, in addition to the cost of rectifying damages caused to the NMPT properties. If the licensee fails to remove the goods from the encroached area in spite of notice to do so, the goods will be removed elsewhere by the NMPT at the risk and the cost of the licensee and penal rent at the rate five times the normal rates will be levied on the land occupied by the goods so removed.

C. CONDITIONS

(i). Goods stored under the licence deed shall be at the entire risk and responsibility of the licensees. The NMPT will not be in any way take responsibility for pilferage, theft, fire or loss thereof. The licensees shall post their own watch to safeguard the goods stored at their allotted land to prevent any unauthorised occupation of such land by others.

(ii). The licensee shall not construct or put up any buildings, erection or convenience or canteens on the land occupied under the licence deed except on the written permission of the NMPT. The licensee shall agree to remove such building, erection or convenience or canteen on the land and restore the land to its original condition at the time of termination of the licence and if the licensees fail, the NMPT will arrange for removal of such erection at the cost, risk and responsibility of the licensees.

(iii). The licence fees or charges shall be paid from the date of allotment/occupation of the land in accordance with the rate laid down in the Scale of Rates and shall be remitted for each calendar month in advance i.e., before 1st of every month.

(iv). The licensee shall vacate the land occupied by them if the licence is not renewed by 15th of every month at the latest and in case the licence fails to hand over the land in vacant possession on the date of expiry of the licence granted after removing such of the structures or constructions put up, the NMPT shall have the right to remove such structure and the goods stored in such land to any other alternative land in any part of the Port's Estate at the cost and risks and responsibility of the licensees and in addition, the NMPT shall charge a penalty at the rate not exceeding five times the normal licence fees leviable under the Scale of Rates for the period the goods may have remained within the Port's Estate beyond the period for which the licence was granted.

(v). All licensees shall deposit with the NMPT, an amount equivalent to three months licence fee on the land allotted to them under the licence as a guarantee for the due and faithful performance of the condition set forth in the licence and the deposit will be returned when the land is vacated finally, less any amount that may be due to the NMPT.

(vi). The NMPT shall have the right at any time to resume the possession of the land wholly or partly which is required by the Port/not occupied by the licensees, in which event the proportionate reduction in licence fee will be allowed. In case of such a resumption or possession of land, the licensee shall not be entitled to claim

any compensation on account of such resumption or possession or to remove and take away improvements, if any, made by him on the land.

(vii). The licensee shall agree to comply with all rules or directions issued by the NMPT from time to time. Should the licensee neglect to comply with the rules of directions, the NMPT may terminate the licence.

(viii). The licensee shall agree that all payments and expenses of whatever sort due to the Port in respect of land allotted to the licensee, shall be recoverable at the rates prescribed in the NMPT Scale of Rates from time to time.

(ix). The licensee shall comply with all rules and regulations that may from time to time be issued by the local authorities of the inspector of Explosives, the Department of Explosive, Government of India or whomsoever concerned in relation to the storage of goods under the licence.

(x). The licensee shall have the right to appeal against resumption of possession of the land to the Board of Trustees of the New Mangalore Port Trust within a period of 30 days from the date of receipt of the Order Appealed against and the decision of the Board is final in this regard.

SCHEDULE OF RATES FOR ALLOTMENT OF LAND INSIDE AND OUTSIDE SECURITY COMPOUND WALL FOR BOTH LONG TERM LEASE/ SHORT TERM LICENCE BASIS

Particulars	Rate
1. Long term lease of land	Rs. 600.00 per 100 M ² per month
2. <u>SHORT TERM LICENCE BASIS</u>	
(a). Allotment of land outside S. C. Wall	Rs. 600.00 per 100 M ² per month
(b). Allotment of paved ore stack yard in the Marshalling Yard	Rs. 755.00 per 100 M ² per month
3. LANDING PLACES:-	
(a). Open space for storage of goods	Rs. 600.00 per 100 M ² per month
(b). paved Ore stack yard month	Rs. 755.00 per 100 M ² per month
(c). Paved stack yard month	Rs. 1300.00 per 100 M ² per month
(d). Covered space in overflow shed	

month & or warehouse including platforms Rs. 2800.00 per 100 M²per

month for Rs. 2665.00 per 100 M²per

platform space

Note:

1. For licence less than one year, a surcharge of 10% on the rates mentioned in the schedule will be levied for the allotments inside S.C. wall.

2. The lease of land is subject to the guidelines issued by the Ministry of Shipping & Transport from time to time.

(a). The lease rent will be increased at uniform rate at 5% every year compounded rounding off to nearest Rupee from the date of notification of the lease rent with an option to the Port Trust to re-fix the base of lease every 5 years.

(b). Initial premium equivalent to one year lease rent for institutions which functions with profit motive including Government undertaking.

(c). A refundable Security Deposit of equivalent to one year lease rental or shall provide an irrevocable Bank Guarantee for an amount equivalent to 3 years (three) lease rentals which shall remain valid for the lease period.

The above rates shall be made applicable in the following cases:-

1. To all new lease.

2. To all old leased where 10 years or 5 years period as the case may be for revision of rent, as provided in Clause 7 of the Lease Deed becomes due.

(**S. Sathyam**)

Chairman