No.38  New Delhi, the 13th April, 2000

TARIFF AUTHORITY FOR MAJOR PORTS

Notification

No.TAMP/1/97-HDC - 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 amends the rates of rent for land and buildings of the Calcutta Port Trust at Haldia notified in the Gazette of India, Extraordinary, Part-III Section 4 on 2nd December 1999, as in the Order appended hereto.

SCHEDULE

Case No. TAMP/1/97-HDC

Calcutta Port Trust (CPT) ..... Applicant

ORDER

( Passed on this 27th day of March 2000 )

The Authority had passed an Order on 29 October 99 in case No.TAMP/1/97-HDC relating to revision of rates for Land and Buildings of the Calcutta Port Trust in Haldia. This Order was notified in the Gazette of India Extraordinary (Part III Section 4) on 2 December 99 vide Gazette No.103.

2. There is a typographical error in the heading of paragraph 1.2. of Annex – I to the said Order. The figure ‘100’ sq. m. was inadvertently given instead of ‘per’ sq. m. The heading of the paragraph 1.2 of the Annex – I to the Order is, therefore, deleted and substituted as given below:

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3. The Calcutta Port Trust (CPT) has suggested certain amendments to the said Order dated 29 October 99. The CPT has proposed to allot land inside the Dock Interior Zone for transit storage of cargo to various importers / exporters for a period of 1 year instead of allotment “on ship-to-ship basis” as approved by us earlier. This change has been proposed by the Port after a detailed discussion with the users. The users are reported to have agreed with the proposal of the CPT.

4. The amendments proposed by the CPT are approved by the Authority. In exercise of the powers conferred by Section 49 of the Major Port Trust Act, 1963 (38 of 1963), the Tariff Authority for Major Ports hereby notifies the following further amendments to the said Order:

   (i). In Annex – I of the order NOTE (2) under Sl. No. I Schedule of Rent for Land and Buildings, I.1. For Land, the words “on ship to ship basis” are deleted. Sub paragraph under NOTE (2) is substituted as given below:

   NOTE (2) "* These rates are not applicable in case of allotment for storage of import/export goods inside the Dock Interior Zone”.

   (ii). In Annex – I of the order sub paragraph under Sl. No.1.2. For Buildings after Item (k) “Goomties” the words “on ship to ship basis” are deleted. The said sub paragraph is substituted as given below:

   “* These rates are not applicable in case of allotment for storage of import/export goods in the Dock Interior Zone”.

   (iii). In Sl. No.II.7 of Annex – I of the Order, the words “on ship to ship basis” are deleted. Sl. No. II.7 is substituted by the following:

   “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. The detailed procedure is furnished in Clause – 17
NOTES :-”

(iv). Clause 17 of the NOTES of the Annex – I of the Order is deleted and substituted as given below:

“17. The licensing of open/covered space inside Dock Interior Zone for a period upto one year on monthly rent basis for storage of import/export cargo may be done without recourse to a tender procedure. The following conditions shall be followed in such cases :-

(i). Port users requiring allotment of space for storage of their cargo may apply to General Manager (Ops.). The Chairman / Dy. Chairman(H) shall have the discretion to allot or refuse to allot such space.

(ii). The period of licence shall not exceed one year.

(iii). The space allotted shall not be sublet/assigned/ transferred.

(iv). Encroachment or unauthorised 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.

(v). Cargo stored under the licence 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 unauthorised occupation of such space by others.

(vi). The licensee shall not construct or put up any building, erection or convenience on space occupied under licence.

(vii). In case the licensee fails to hand over the space in vacant possession on the date of expiry of the licence, HDC/CPT shall levy normal demurrage charges as per HDC/CPT’s Scale of Rates as
applicable from time to time for the period the cargo remains in HDC/CPT's premises beyond the period for which the licence was granted.

(viii). If the licensee requires extension of the licence, an application for extension must be made so as to reach the General Manager (Ops.), at least 15 days before the expiry of the period of the licence. The total period of licence including all subsequent extension granted shall not exceed 3 years from the date of initial allotment of space.

(ix). The licensee shall agree to comply with all rules and directions issued by HDC/CPT from time to time. If the licensee neglects to comply with such rules or directions, HDC/CPT may terminate the licence.

(x). The licence is terminable on 15 days’ notice on either side.

(xi). The licensee shall agree that all payments and expenses of whatever sort due to HDC/CPT in respect of the licence be recovered at the rates prescribed in HDC/CPT's Rent Schedule from time to time.

(xii). The licensee shall comply with all rules or regulations that may from time to time be issued by the Municipal Authority or the Inspector or Explosives, Department of Explosives, Government of India or whomsoever concerned in relation to storage of cargo.

(xiii). In addition to payment of licence fee at the scheduled rate the licensee shall pay municipal tax, if required and as applicable.

(xiv). The licensee shall pay electricity charges for energy supplied at actuals, meter rent and cabling cost, if electricity is provided by the CPT.

(xv). The licensee shall pay the cost of water at actuals, supplied from the CPT sources alongwith meter rent and pipeline connection charges.
(xvi). Security deposit as per item 9 of ‘Notes’ of the notified rent schedule shall be payable by the licensee.

(xvii). The license fee will be charged from the date of handing over possession of the land on the actual area to be found on demarcation. The amount of security deposit will also be determined on the actual area as found on demarcation.

(xviii). Items (13), (14) and (15) of ‘Notes’ of the notified Rent Schedule regarding time frame for payment of licence fee and other related issues shall also be applicable.

(xix). No claim for any compensation whatsoever for revocation of the licence will be entertained.

(xx). The licensee shall be required to utilise the allotted land for the purpose for which it is licensed. No change in purpose of utilisation will be allowed without specific written permission from the CPT.

(xxi). The licensee will not cause any damage to CPT 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 the CPT.

(xxii). The licensee shall have to make his own arrangements to keep the allotted land and its surroundings neat, clean and in proper sanitary condition.”

5. In view of the above amendments, paragraph 17.1. (iii) of the Order is deleted and paragraph 17.1 (iv) is re-numbered as para 17.1. (iii).

S.SATHYAM, Chairman