

**TRADE NOTICE NO: 3/2018 DATED: 17.03.2018**

**IMPLEMENTATION OF REVISION OF SCALE OF RATES AT KPL**

KPL is pleased to inform to the Trade that, Competent Authority has accorded for the implementation of Revision of Scale of Rates at KPL. The revised Scale of Rates will be with effect from 16.04.2018 i.e. 30 days from the notification on KPL website.

The Trade is hereby requested to peruse the revised Scale of Rates and adhere to the rates specified for effective implementation from the aforesaid date.

The revised Scale of Rates is attached as Annexure.



**V. Krishnasamy**  
**General Manager (Operations)**  
**for Kamarajar Port Limited**



# **KAMARAJAR PORT LIMITED**

## **SCALE OF RATES**

**With effect from 16.04.2018**



## Chapter I

### 1. DEFINITIONS

**Company** shall mean Kamarajar Port Limited registered under the Companies Act, 1956.

**Day** shall be reckoned from 6.00 a.m. to 6.00 a.m.

**Coasting vessel** means a vessel which is engaged in the carriage by sea of passengers or goods from any port or place in India to any other port or place in India. The status of the vessel as borne out by its certification by the Customs or the Director General of Shipping shall be the deciding factor for its certification as coastal or foreign going for the purpose of levy of vessel related charges.

**Foreign vessel** means any vessel other than coastal vessel.

**Gross Tonnage (GT)** is the cubic capacity of the whole ship including engine room and crew space but excludes space above deck, cabins and deck shelters, chart houses etc. and as recorded in the Certificate of Registry of the vessel.

**Pure Car Carriers (PCC)** - Vessels intended to load/discharge any wheeled cargo such as cars, automobiles, trucks, semi-trailer trucks, trailers or railroad cars, crusher units etc., that are driven on and off the ship through ramps.

**Automobiles** - Any unit which can move on wheels/chain including Mafi.

**Cold move** means without the power of the engine of the vessel.

**Entry** means entering into the Port limits

**Shifting** means movement of vessel from one berth to another or from berth to anchorage or any other movement within the port limit. Arrival in to the port and departure from the port shall not be considered as movement for this purpose.

**Warping** means movement of the vessel in the same berth or to another berth by means of mooring ropes only.

### 2. CONDITIONS

- a. All charges notified hereunder in various Chapters in terms of U.S. Dollars shall be levied for all Foreign Vessels and Indian Vessels engaged in Foreign Trade. The charges shall be collected from the Owners /Agents in Indian Rupee converting U.S. Dollars Rates at market TT buying Rates notified by the State Bank of India / Andhra





Bank as on date of arrival of the vessel.

- b. A regular review of the exchange rate shall be made once in thirty days from the date of arrival of the vessels in case of vessels staying in the port for more than thirty days. In such cases the basis of billing shall change prospectively with reference to the appropriate exchange rate prevailing at the time of review.
- c. The fraction of a Rupee so arrived at will be rounded off to the next full Rupee.
- d. Vessel related charges for coastal vessels shall be recovered at the rates notified in Rupees only.
- e. The charges for services and for the use of the crafts and appliances not mentioned in the Scale of Rates are arranged between the Company and the person requiring such services.
- f. The Company may, in special cases and for reasons to be recorded in writing exempt either wholly or partially any goods or vessels or class of goods or vessels from the payment of any rate or of any charge leviable in respect thereof according to any scale in force or remit the whole or any portion of such rate or charge so levied.
- g. Rates in respect of goods to be landed shall be payable immediately on the landing of the goods and rates in respect of goods to be removed from the premises of the Company, or to be shipped for export, or to be transshipped, shall be payable before the goods, are so removed or shipped or transshipped.
- h. For the purpose of Scale of Rates
  - i. **One Unit by weight** means **1 ton (1000 kilograms)**.
  - ii. **One Unit by volume** measurement means **1 cubic meter**; and
  - iii. **One Unit by capacity** measurement for liquid in bulk means **1000 liters**.
- i. In calculating the Gross weight or measurement by volume or capacity of any individual item, fraction up to and including 0.5 shall be taken as 0.5 and fractions over 0.5 shall be taken as one unit.
- j. It shall be the primary responsibility of the party filling the Import/Export Application to declare the correct unit and/or units on the application at the time of filing. In case the required units or units not being available in the relative shipping documents, the party shall actually weigh and/or measure the consignment and then declare the same on the Application before filing with the Company. Any under declaration and/or under statement found at the time of test check by the Company will involve the party liable for the penalty.





# VESSEL RELATED CHARGES

## Chapter II

### 1. GENERAL

- a. Vessel related charges will be charged on the basis of the Gross Tonnage (GT) of the vessels
- b. For a vessel carrying deck cargo, the deck cargo will be added to the Gross Tonnage of the vessel for determining the Gross Tonnage on which the charges are to be calculated
- c. For a vessel having dual tonnage, the higher tonnage will be taken into account for calculation of all vessel related charges
- d. A foreign going vessel of Indian Flag having a General Trading License can convert to coastal run on the basis of a Customs Conversion orders
- e. A foreign going vessel of foreign flag can convert to coastal run on the basis of a Coastal Voyage License issued by the Director General of Shipping
- f. In cases of such conversion, coastal rates shall be chargeable by the load port from the time the vessel starts loading coastal goods
- g. In cases of such conversion, coastal rates shall be chargeable only till the vessel completes discharging operations; immediately thereafter foreign going rates shall be chargeable by the discharge ports
- h. For dedicated Indian Coastal Vessels having a Coastal License from the Director General of Shipping, no other documents will be required, to be entitled to coastal rates

### 2. PORT DUES

Sl. No.	Type of Vessels	Rates per GT	
		Coastal in Rs.	Foreign in USD
1	Dry Bulk Vessels	12.37	0.424
2	Liquid Bulk Vessels	12.37	0.424
3	Pure Car Carrier Vessels	9.90	0.339
4	Container Vessels	9.90	0.339
5	Break Bulk & Other Vessels	9.90	0.339



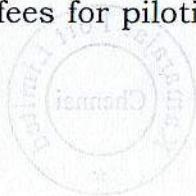


**Note:**

- a. Port Dues shall not be levied on:
  - i. Vessels belonging to other Indian Ports or vessels belonging to Government of India
  - ii. any pleasure Yachts;
  - iii. any vessel which, having left this Port is compelled to re-enter it by stress of weather or in consequence of having sustained any damage
- b. For foreign going vessels the Port Dues are payable on each entry into the port
- c. For coastal vessels, the due is payable once in thirty days provided that the payment of the due once made shall be valid only for three entries into the port (including the entry on which the payment was made) during the said period of thirty days. In calculating the expiration of the period of exemption in respect of Coasting vessels, the day of payment should be reckoned as one of the 30 days, and the day of entry should be reckoned as the day, whether the dues are actually paid on the day of entry or subsequently, and the date on which the liability to dues is based is that date on which the vessel passes the geographical limits of the Port
- d. For oil tankers with segregated ballast, the reduced gross tonnage that is indicated in the Remarks column of its International Tonnage certificate will be taken to be its gross tonnage for the purpose of levying Port Dues
- e. Vessels entering the port and taking in only provisions, water, bunker coal or liquid fuel for their own consumption shall be charged Port Dues at half rates
- f. A vessel entering port in ballast and not carrying passengers but leaving the Port laden shall be charged with only 75 % of the Port Dues with which she would otherwise be chargeable
- g. A vessel entering port but not discharging or taking in any cargo or passenger therein shall be charged with only 50 % of the Port Dues with which she would otherwise be chargeable
- h. A vessel landing a passenger at port without anchoring and proceeding on her voyage is not liable to Port Dues.

**3. PILOTAGE-CUM-TOWAGE FEES**

The fees for piloting vessels in and out of the harbor include services of the





Ports Pilot, required number of tugs and launches and mooring crew. The rate specified below is inclusive of one inward and one outward movement and shifting of vessels for Port convenience

GT of the vessel	(i) Dry bulk		(ii) Liquid bulk		(iii) Pure Car Carrier		(iv) Container		(v) Break bulk & Others	
	Coastal (in Rs.)	Foreign (in USD)	Coastal (in Rs.)	Foreign (in USD)	Coastal (in Rs.)	Foreign (in USD)	Coastal (in Rs.)	Foreign (in USD)	Coastal (in Rs.)	Foreign (in USD)
Up to 15,000	16.18	0.558	16.18	0.558	12.95	0.446	13.88	0.478	12.95	0.446
15,001 – 30,000	17.14	0.590	17.14	0.590	13.71	0.473	15.42	0.531	13.71	0.473
30,001 to 60,000	18.09	0.623	18.09	0.623	14.47	0.499	17.14	0.590	14.47	0.499
Above 60,000	19.04	0.656	19.04	0.656	15.23	0.525	19.04	0.656	15.23	0.525
Minimum charges	46,800	1,200	46,800	1,200	37,440	960	46,800	1,200	37,440	960

*For inward / outward / shifting/ warping*

The charges are as per the rates below

S.No.	Services	Operations	
		Hot Move	Cold Move
1	Inward Pilotage	50%	100%
2	Outward Pilotage	50%	100%
3	Shifting Pilotage	50%	100%
4	Warping	Rs.16,068/- for Coastal vessels USD 412 for Foreign vessels	

- The above percentage of charges shall be applied on the rates shown under Pilotage and towage fees.
- For this purpose, turning round of a vessel within the berth is also considered as a shifting.
- Pilotage will not be compulsory in case of vessels up to 200 GT. Such vessels may, however, ask for Pilot if they so desire on payment of fees as specified in the Schedule of Pilotage fees.

### **Pilot detention charges**

If the vessel is not able to move/cast off from the berth within 30 minutes of Pilot boarding due to any fault on the part of the vessel, the vessel is liable to pay an additional charge at the rate of 143 USD (Rs. 4,192/- for coastal vessels) per hour or part thereof, beyond thirty minutes till the vessel moves / vacates.





### **Pilot cancellation charges**

If the movement of the vessel is cancelled after Pilot boarding due to any fault on the part of the vessel, a cancellation charge of USD 286 (Rs. 8,384/- for coastal vessels) will be levied.

In case a vessel is not ready for sailing as scheduled as per the unberthing request, she must inform the Port Signal Station over VHF at least 2 hours before the schedule time for cancellation of pilot. A vessel not able to cancel pilot booking at least 2 hours before the schedule time shall be liable to pay 143 USD, for coastal vessels Rs. 4,192/-.

### **4. BERTH HIRE CHARGES**

Coal berths (CB1, CB2, CB3, CB4 & ERS), General Cargo Berth and Finger Jetties

<b>Rate per GT per hour or part thereof</b>			
<b>Coastal vessel (in Rs.)</b>		<b>Foreign vessel (in USD)</b>	
<b>Dry &amp; Liquid Bulk (CB1, CB2, CB3, CB4 &amp; ERS)</b>	<b>Pure Car Carrier (GCB, CB3, CB4 &amp; ERS)</b>	<b>Dry &amp; Liquid Bulk (CB1, CB2, CB3, CB4 &amp; ERS)</b>	<b>Pure Car Carrier (GCB, CB3, CB4 &amp; ERS)</b>
0.22	0.18	0.010	0.008
Minimum Rs. 296/- per hour	Minimum Rs. 237/- per hour	Minimum USD 10.8 per hour	Minimum USD 8.64 per hour

1. The vessel should be ready for sailing in all respects within 2 hours of completion of her cargo work. The information regarding the time of her readiness to sail shall be communicated to the Port Signal Station over VHF by the vessel and hoisting of 'G' flag at least 1 hour in advance. A vessel which is not ready to sail after 2 hours of completion of cargo work is liable to pay additional berth hire charges at the rate of 100% of the normal berth hire charges per hour or part thereof. The duration for which additional berth hire is to be charged will be calculated from the time of expiry of 2 hours from completion of cargo work to the time the vessel is ready for sailing.
2. For a vessel which is ready to sail in all respect but could not sail due to port operational requirements, berth hire charges will cease after 2 hours of vessel's readiness to sail.
3. Any vessel which continues to occupy berth after the expiry of the time indicated in the notice served on the vessel to vacate the berth (notice of which had been given at least 12 hours in advance) shall pay additional berth hire charges at the following rates. The time to be calculated from the expiry of the notice period till the vessel vacates the berth





- i) For the first two days - At four times the rate of the berth hire charges for authorized occupation.
- ii) For third day and for subsequent days - At six times the rate of berth hire charges for authorized occupation.
- iii) The additional berth hire charges shall be in addition to normal berth hire charges payable under the schedule.
- iv) Vessels double banked with another vessel occupying a berth, will be charged two-third (2/3) of the berth hire charges specified above.
- v) Rate at anchorage at port basin or mooring berth or the vessel at mooring inside the basin will be half the rate as per above Schedule.

## 5. ANCHORAGE CHARGES

The Anchorage charges for Dry Bulk cargo vessels anchoring at the anchorage area within the port limits are as given below

Sl. No.	Particulars	Rates per GT	
		Coastal vessel (in Rs.)	Foreign vessel (in USD)
1	Charges for first 48 hours from anchor dropped	NIL	NIL
2	Charges from 49 hours to 96 hours	0.023	0.001
3	Charges from 97 hours to 144 hours	0.046	0.002
4	Charges beyond 144 hours	0.092	0.004

### Note:

1. The above rates are applicable for all types of Dry Bulk cargo vessels anchoring within the port limits.
2. The charges are for vessel entering the Port limit and anchoring within the Port limit. The same charges will also be applicable if the vessel is shifted to anchorage for any reasons other than for Port convenience.
3. The hours will be rounded off to the next higher hour.





## CARGO RELATED CHARGES

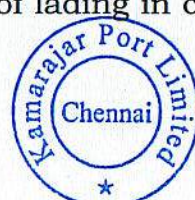
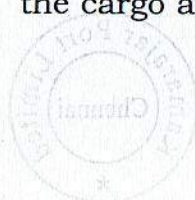
### Chapter III

#### 1. WHARFAGE CHARGES

Sl. No.	Cargo	Unit	Rate for Coastal in Rs.	Rate for Foreign in Rs.
1	Coal and Coke	1 Tonne	146.92	--
2	Cars and other automobiles which carry passengers and or cargo	Ad valorem	0.204%	0.34%
3	Machineries and equipments which are not meant to carry passengers and or materials	Ad valorem	0.13%	0.22%
4	Miscellaneous Machineries, Equipments and Project cargo which are not covered under item 3 above	Ad valorem	0.13%	0.22%
5	Railway Wagons & Coaches	Each	14,718	24,530
6	Locomotives	Each	22,110	36,850
7	Mafi (Handled at Port berth/terminal)	20 feet 40 feet Above 40 feet	324 432 648	540 720 1080
<b>8</b>	<b>POL Products</b>			
(i)	Motor Spirit	1 Tonne	89	89
(ii)	High Speed Diesel	1 Tonne	76	76
(iii)	Kerosene Oil & Aviation Turbine Fuel (ATF), Base Oil & Lubricants	1 Tonne	80	80
(iv)	Furnace Oil	1 Tonne	67	67
(v)	Naptha	1 Tonne	85	85
9	Defense goods and stores	1 Tonne	120	200

**Note:**

- i. For cargoes which are not covered under the above schedule, initially, the rate charged by nearby major Ports will be applicable.
- ii. Assessment of cargo shall be done on the basis of the description of the cargo as given in the Bill of entry / coastal bill of lading in case of





import cargo and shipping bill in the case of export cargo that best fits the item description covered under the above schedule. The description in the invoice and packing list will also be considered, if required.

iii. Wharfage shall be collected at the rates specified in the Schedule on the following basis:

- a. Vessel's draft survey certificate / Vessel's manifested quantity in case of dry bulk cargo.
- b. Weighment certificate in case of excess landed cargo.
- c. Vessel's Ullage certificate quantity / Vessel's manifested quantity in case of liquid bulk.
- d. Bill of Entry / Shipping Bill / Invoice / Packing list quantity in all other cases.

iv. The percentage rate of "Ad valorem" for wharfage charges shall be collected on the following basis:

- a. On imports shall be calculated on CIF value as assessed by Customs.
- b. On exports on FOB value as assessed by Customs.
- c. On coastal cargo on value specified in the Bill of coastal goods.
- d. Customs Bill of Entry / Shipping Bill / Bill of coastal goods shall be the main documents for assessing the value of cargo for wharfage purpose and where it is not available, the value will be determined based on Bill of lading/Invoice, etc.

v. Before classifying any cargo under "any other cargo not specified above" the relevant Customs classification shall be referred to find out whether the cargo can be classified under any of the specific categories mentioned in the schedule given above.

vi. Cargo landed from vessel in distress and reshipped in the same vessel, one time wharfage shall be levied as per the above schedule. Likewise, cargo loaded into a vessel and subsequently unloaded due to various reasons and reshipped in the same vessel, no wharfage shall be payable. However, wharfage shall be levied again if the cargo is reshipped in another vessel.

vii. If any question arises as to the classification of any goods, it shall be referred to the Board of Directors for decision and the Board shall decide the question, which shall be final.





## 2. DEMURRAGE CHARGES

The demurrage charges for automobile units are as set out below:

<b>Days</b>	<b>Charges per vehicle per day or part of the day</b>	<b>Remarks</b>
Upto 15 Days	Free	The date of automobile entry into port and the date of export of automobile units will not be counted for levying of demurring Charges.
16 to 20 days	Rs.24/-	
21 to 25 days	Rs.48/-	
26 to 30 days	Rs.72/-	
Beyond 30 days	Rs.96/-	

## 3. WHARFAGE FOR TRANSHIPMENT CARGO

The wharfage charges for handling transshipment of automobile units & cargo are as below:

<b>S.No.</b>	<b>Transshipment Tariff</b>	<b>Rs. Per Car/per Movement</b>
1.	Cars up to 1400 CC	Rs.1,100/-
2.	Cars above 1400 cc	Rs.1,500/-
3.	Van/ SUV	Rs.3,000/-
4.	Bus/ Truck and Heavy vehicles	Rs.4,500/-

## 4. TRANSSHIPMENT DEMURRAGE CHARGES

For transshipment cargo free time of 20 days is allowed for storing the cargo. This excludes the customs notified holidays and Port non-working days. Beyond the period, the demurrage charges shall be recovered. Beyond this free period allowed, the demurrage charges will be collected as per the rates below.

### **Transshipment Demurrage Charges for Automobile Units**

<b>Days</b>	<b>Charge per vehicle per day Or part of the day</b>
Upto 20	Nil
21 - 25	Rs.24/-
26 - 30	Rs.48/-
Beyond 30	Rs.96/-





## HIRE CHARGES FOR PORT CRAFTS

### CHAPTER IV

***For hiring the Port crafts, the following charges will be applicable –***

<b>Craft</b>	<b>Rate per hour</b>	
	<b>Coastal Rate (Rs.)</b>	<b>Foreign Rate (USD)</b>
Tug	19,940/-	434
Pilot Launch	4,760/-	104
Mooring Launch	2,120/-	46

***Note:***

- The hire charges will be for a minimum period of 30 minutes
- Above 30 minutes of utilization of craft, hire charge will be calculated on pro-rata basis rounded off to next 10 minutes
- The duration will be calculated from the time of casting off the jetty to the time of arrival back to the jetty

## MISCELLANEOUS CHARGES

### CHAPTER V

<b>Sl. No.</b>	<b>Description</b>	<b>Coastal vessel (in Rs.)</b>	<b>Foreign vessel (USD)</b>
1	Use of mooring gang per mooring / unmooring operation not covered under Pilotage	2,760/-	60
2	Bollard pull test (each operation)	25,000/-	544

#### ***Delayed Payments***

The delay in making payments to KPL for the services rendered to the Port users viz. electricity charges, water supply charges and other charges etc. shall attract a penalty of 15% (simple interest).





## PORT PERMIT CHARGES

### CHAPTER VI

As per the direction of Ministry of Shipping, the initiative of Implementation of automated RFID Gate Control system under Ease of Doing Business, KPL has implemented RFID Control System at both gates with effect from 15.11.2016. The Port entry through both gates will be allowed with only RFID card for men and RFID tag for vehicles. The Permit rates for men and vehicle are given below.

#### Man & Vehicle Permit Details

Man Permit New/Renewal						
Period	1-3 Days	1-7 Days	1-14 Days Fortnight	Monthly	Half Yearly	Yearly
Price	Rs. 5	Rs. 10	Rs. 20	Rs. 40	Rs. 100	Rs. 200

Vehicle – Commercial New/Renewal		
Period	Daily	Monthly
Price	Rs. 15	Rs. 125

Vehicle – Non-Commercial New/Renewal					
Period	1-3 Days	1-7 Days	Monthly	Half-Yearly	Yearly
Price	Rs. 10	Rs. 20	Rs. 40	Rs. 100	Rs. 200

#### RFID Card and Tag:

The Cost of the RFID Cards/Tags:

- Deposit Cost of RFID card will be Rs. 140/- (Rupees one hundred forty only).
- Cost of RFID tag (vehicle) will be Rs. 123/- (Rupees one hundred twenty three only).
- The cost of the RFID Cards are refundable after physical verification of the card. The RFID card is reusable for five year period.





## SCALE OF LICENSE FEE FOR ALLOTMENT OF SPACE & WAY LEAVE CHARGES

### CHAPTER VII

Scale of License fee for allotment of space under Monthly License and Annual License for Port related purpose

<b>Item No</b>	<b>Description of Space</b>	<b>Unit</b>	<b>License Fee</b>
1	Way leave Charges for pipelines of different Diameter	Per Square meter or part there of	Rs.145.53 per calendar year or part there of

The above rates for the item No.1 is effective from 01.01.2016 and escalation @5% compoundable per annum.

The one time supervision charge for laying conveyor/pipelines etc. is as follows:

<b>Supervision charges for laying Conveyor / pipelines etc.,</b>	
Upto the project cost of Rs. 50 Crore	0.50% of project cost
Project cost above Rs. 50 Crore	0.50% of Rs. 50 Crore + 0.25% of project cost in excess of Rs. 50 Crore

<b>Item No. 2</b>	<b>Description of Space</b>	<b>Unit</b>	<b>Reserved price in terms of annual lease Rent. (Rs per Calendar month or part thereof)</b>	<b>Reserved price in terms of annual Lease rent. (Rs per year or part thereof)</b>
<b>2A. Custom bound area – Project related</b>				
(a)	Open Space	Per one Square meter or part thereof	Rs. 11/- per calendar month or part thereof	Rs.132/- per year or part thereof
(b)	Hardened area with Sub base surface (Add 25% over the open space rate)	Per one Square meter or part thereof	Rs. 14/- per calendar month or part thereof	Rs.168/- per year or part thereof





(c)	Hardened area with base surface (Add 50% over the open space rate)	Per one Square meter or part thereof	Rs. 17/- per calendar month or part thereof	Rs. 204/- per year or part thereof
(d)	Hardened area with Concrete / Paved surface (Add 100% over the open space rate)	Per one Square meter or part thereof	Rs. 22/- per calendar month or part thereof	Rs. 264/- per year or part thereof

**2B. Custom bound area – Cargo related**

(a)	Open Space	Per one Square meter or part thereof	Rs. 34 /- per calendar month or part thereof	Rs. 408/- per year or part thereof
(b)	Hardened area with Sub base surface (Add 25% over the open space rate)	Per one Square meter or part thereof	Rs. 43/- per calendar month or part thereof	Rs. 516/- per year or part thereof
(c)	Hardened area with base surface (Add 50% over the open space rate)	Per one Square meter or part thereof	Rs. 51/- per calendar month or part thereof	Rs. 612/- per year or part Thereof
(d)	Hardened area with Concrete / Paved surface (Add 100% over the open space rate)	Per one Square meter or part thereof	Rs.68/- per calendar month or part thereof	Rs. 816/- per year or part thereof

**2C. Non Custom bound area (Outside the Port) – Project related**

(a)	Open Space	Per one Square meter or part thereof	Rs. 11 /- per calendar month or part thereof	Rs. 132/- per year or part thereof
(b)	Hardened area with Sub base surface (Add 25% over the open space rate)	Per one Square meter or part thereof	Rs 14/- per calendar month or part thereof	Rs. 168/- per year or part thereof
(c)	Hardened area with base surface (Add 50% over the open space rate)	Per one Square meter or part thereof	Rs 17/- per calendar month or part thereof	Rs. 204/- per year or part thereof





(d)	Hardened area with Concrete / Paved surface (Add 100% over the open space rate)	Per one Square meter or part thereof	Rs 22/- per calendar month or part thereof	Rs. 264/- per year or part thereof
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**2D. Non Custom bound area (Outside the Port) – Cargo related**

(a)	Open Space	Per one Square meter or part thereof	Rs. 34 /- per calendar month or part thereof	Rs. 408/- per year or part thereof
(b)	Hardened area with Sub base surface (Add 25% over the open space rate)	Per one Square meter or part thereof	Rs. 43/- per calendar month or part thereof	Rs. 516/- per year or part thereof
(c)	Hardened area with base surface (Add 50% over the open space rate)	Per one Square meter or part thereof	Rs. 51/- per calendar month or part thereof	Rs. 612/- per year or part thereof
(d)	Hardened area with Concrete / Paved surface (Add 100% over the open space rate)	Per one Square meter or part thereof	Rs. 68/- per calendar month or part thereof	Rs. 816/- per year or part thereof

<b>Item No</b>	<b>Description of Space</b>	<b>Unit</b>	<b>License Fee</b>
3	Building allotted for use of office accommodation.		
	a. Building with RCC roof and terrace within the port premises	Per Sq. m. or part Thereof	Rs.100/- per calendar month or part thereof
	b. Building with ACC sheet and in other similar roof like GIC within the port premises	- do -	Rs. 75/- per calendar month or part thereof
4	Covered space for use as site stores, equipment maintenance, etc.,	Per Sq. m. or part Thereof	Rs. 40/- per Calendar month or part thereof





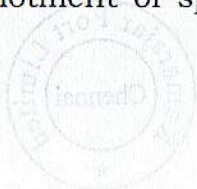
- ❖ The above rates for the item no. 02 are effective from 1<sup>st</sup> April 2014 and escalation @ 5% compoundable per annum
- ❖ The above rates for the item no. 03 & 04 are effective from 1<sup>st</sup> April 2004 and escalation @ 5% compoundable per annum
- ❖ The Port shall have an option to re-fix the base license fee every five years.
- ❖ KPL shall levy simple interest at the rate of 15% per annum on daily basis for every delayed payment of License fee / Way leave charges in the preceding item 1 to 4 i.e., estate related dues to be paid by the Port Users to the KPL. The interest will be charged from the 6<sup>th</sup> day of particular month. However, 15 days lenience period will be allowed i.e., upto 20<sup>th</sup> of particular month / calendar year without interest for Estate related payments. For the payments received beyond 20<sup>th</sup> day of particular month / year, the interest of 15% shall be applicable from the 6<sup>th</sup> day of the particular month / year.

#### **POLICY OF ALLOTMENT:**

1. Applications for the allotment of space should be made in writing by the Port Users / Institutions connected with Port related activities addressed to the Director (Operations).
2. The space will be allotted under Monthly License if the period is upto 11 months or under Annual License if the period is more than one year but less than three years.
3. It shall be in the KPL's discretion to allot or refuse to allot space on terms of License.

#### ***Conditions of Licensing of Space by KPL under Monthly License for a period up to eleven months***

1. The Licensed space shall be used for the purpose for which it is allotted.
2. The Licensee shall pay the License fee for one month in advance in case of allotment under monthly License as Security Deposit, which shall be repaid on the expiry of the License Period or termination of the License, provided that the Licensee has paid the License fee or any other amount due to the Licensor without any arrears. If there is any arrears of License fee, or any other amount due to the licensor by the licensee that should be deducted from the advance made.
3. The License fee as per the Scale of License Fee shall be paid by the Licensee prevailing from time to time promptly from the date of allotment of space for each Calendar Month in advance (i.e.,) before





5th of every calendar month to KPL.

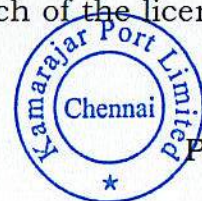
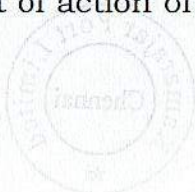
4. The Licensee shall pay charges for water supply, electricity, telephone, etc., if provided to KPL promptly.
5. The KPL shall have the right to resume possession of space wholly or partly in the space allotted to the Licensee at any time, which is not occupied by the Licensee. No compensation is payable in this regard by KPL. A proportionate reduction in fee will be allowed to the Licensee.
6. Not to use the said premises or any part thereof or suffer the same to be used otherwise than for the purpose for which the premise has been licensed without the consent in writing of the licensor first had obtained.
7. The rules and regulations framed by the Licensor from time to time shall be deemed to be part of the provisions of the license.
8. The Licensee shall comply with all rules and regulations that may from time to time be issued by the competent local authorities and obtain all statutory clearances as may be required by law including environmental clearances.
9. The Licensee shall not cause any obstruction or inconvenience to other allottees. The Licensee shall not put up any structures, additions and/or alterations in the licensed premises without written approval of KPL.
10. To permit the KPL or its Agents with or without workmen or others at all reasonable hours to enter the said premises and to view the condition thereof and to effect all necessary repairs and to carry into effect if necessary.
11. Goods stored by the Licensee in the licensed premises under the license agreement shall be at the entire risk and responsibility of the Licensee.
12. The Licensee shall put up his own watch and ward to safeguard the materials and records kept in the allotted space and to prevent any unauthorized occupation of such space by others.
13. Encroachment or unauthorized occupation of the KPL's land and stacking of cargo on the KPL's land and stacking of cargo on the KPL's Railway tracks, plants, equipment, etc., causing obstruction to the movement of traffic by the licensee will involve a liability to pay a penalty at the rate not exceeding ten times the license fee, in addition to the cost of rectifying damages caused to the KPL's 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 KPL at the risk and cost of the licensee and penal license fee at the rate not exceeding ten times the normal rate will be levied on the space occupied by the cargo so removed.

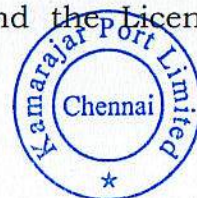
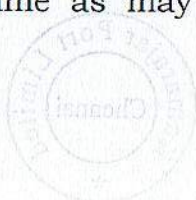
14. No licensee shall convert the space allotted to him/them into private bonded area except with the written permission of the KPL. The KPL, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the KPL's Scale of Rates on their failure to obtain the prior written permission from the KPL.
15. To apply and pay for all licenses and permits that may from time to time be required under the provisions of the law for the time being in force for the purpose of using the said premises as aforesaid.
16. Not to sublet or underlet, transfer or mortgage, assign to or induct into create a charge on or part with the use possession of the said premises or any part thereof to any person or persons whomsoever.
17. Not to keep or permit to be kept in the said premises any materials of dangerous nature or the keeping of which may contravene any Act or local regulations.
18. Not to carry on or permit upon the said premises or any part thereof any offensive, noisy or dangerous trade, business or occupation or use in the same for any other purpose than that for which the premises has been licensed.
19. To hold the licensor free from all risk and responsibility in respect of the goods stored in the said premises whether the same shall be lost or damaged by any cause whatsoever.
20. If the licensee shall make default in payment of the whole or any part of the said monthly license fee in advance on the days herein before mentioned whether formally demanded or not or shall become insolvent or shall go into liquidation whether voluntarily or compulsorily other than for purposes of re-construction or shall make any arrangement with their creditors or shall assign, underlet, transfer or part with the possession of the said premises or any part thereof or shall allow any offensive or dangerous stored or stacked in the said premises or shall allow any offensive or dangerous business to be carried on therein or shall neglect to perform or observe any other stipulation on their part herein contained then and in any of such events it shall be lawful for the licensor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and re-possess and enjoy the same and thereupon this license shall absolutely cease and determine but without prejudice to any right of action of the licensor in respect of any breach of the licensee's





covenants herein contained.

21. If there shall be any license fee due and owing to the licensor at the time of such re- entry and the licensee shall fail to pay the same on demand it shall be lawful for the licensor to distain upon any monies which may have been deposited with the licensor by the licensee or upon any goods of the licensee remaining in the said premises.
22. The License shall not be automatically renewable. If the Licensee requires to renew the License, an Application for renewal duly accompanied by the receipt of the payment of advance fee must be made seven days before the expiry of the license period. If the licensee likes to renew beyond eleven months, the conditions applicable for Annual License for a period of one year and above, but less than three years shall automatically apply, such as the licensee shall pay License Fee for three months in advance as Security Deposit.
23. If the licensee likes to renew beyond two years and eleven months, the conditions applicable for long term lease shall automatically apply, such as the licensee shall pay a non-refundable premium equivalent to one year's lease rentals and shall deposit an amount equivalent to one year's lease rental as refundable security deposit etc.
24. The Licensees shall vacate the space occupied by them if the license is not renewed. The monthly license shall lapse automatically at the expiry of the License period. In case the licensees fail to hand over the space in vacant possession on the date of expiry of the monthly license granted after removing such of the structures or constructions put up, the KPL shall have the right to remove such structures and the goods stored in such space to any other alternative open or covered space in any part of the KPL's premises at the cost, risk and responsibility of the licensees and in addition, the KPL shall charge a penalty at rates not exceeding ten times the normal fees leviable under the KPL's Scale of Rates for the period the goods may have remained within the KPL's premises beyond the period for which the monthly license was granted.
25. No compensation shall be payable by the Port in the event of refusal to renew the lease.
26. The KPL shall have the right to terminate the License at any time by giving seven days notice and resume possession of space allotted. No compensation will be paid in this regard by KPL.
27. Any change in the constitution of the licensee firm or business shall in no way affect the terms of the license
28. KPL has the right to add, alter, delete any of the above conditions time to time as may be considered appropriate and the Licensee shall





comply with that without any demur.

***Conditions of Licensing of Space by KPL under Annual License for a period of one year and above, but less than three years***

1. The Licensed space shall be used for the purpose for which it is allotted.
2. The Licensee shall pay the License fee for 3 months in case of allotment under Annual License for 1 year and above but less than 3 years as Security Deposit which shall be repaid on the expiry of the License Period or termination of the License, provided that the Licensee has paid the License fee or any other amount due to the licensor without any arrears. If there is any arrears of License fee, or any other amount due to the licensor by the licensee that should be deducted from the advance made.
3. The License fee as per the scale of License Fee shall be paid by the Licensee prevailing from time to time promptly from the date of allotment of space for each Calendar Month in advance (i.e.,) before 5th of every calendar month to KPL.
4. The Licensee shall pay charges for water supply, electricity, telephone, etc. if provided, to KPL promptly.
5. The KPL shall have the right to resume possession of space wholly or partly in the space allotted to the Licensee at any time, which is not occupied by the Licensee. No compensation is payable in this regard by KPL. A proportionate reduction in fee will be allowed to the Licensee.
6. Not to use the said premises or any part thereof or suffer the same to be used otherwise than for the purpose for which the premise has been licensed without the consent in writing of the licensor first had obtained.
7. The rules and regulations framed by the Licensor from time to time shall be deemed to be part of the provisions of the license.
8. The Licensee shall comply with all rules and regulations that may from time to time be issued by the competent statutory authorities or the Inspector of Explosives, Department of Explosives, Government of India or whosoever concerned in relation to the storage of the goods under the monthly license.
9. The Licensee shall not cause any obstruction or inconvenience to other allottees. The Licensee shall not put up any structures, additions and/or alterations in the licensed premises without written approval of KPL.





10. To permit the KPL or its Agents with or without workmen or others at all reasonable hours to enter the said premises and to view the condition thereof and to effect all necessary repairs and to carry into effect if necessary.
11. Goods stored by the Licensee in the licensed premises under the license agreement shall be at the entire risk and responsibility of the Licensee.
12. The Licensee shall put up his own watch and ward to safeguard the materials and records kept in the allotted space and to prevent any unauthorized occupation of such space by others.
13. Encroachment or unauthorized occupation of the KPL's land and stacking of cargo on the KPL's land and stacking of cargo on the KPL's Railway tracks, plants, equipment, etc., causing obstruction to the movement of traffic by the licensee will involve a liability to pay a penalty at the rate not exceeding ten times the license fee, in addition to the cost of rectifying damages caused to the KPL's 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 KPL at the risk and cost of the licensee and penal license fee at the rate not exceeding ten times the normal rate will be levied on the space occupied by the cargo so removed.
14. No licensee shall convert the space allotted to him/them into private bonded area except with the written permission of the KPL. The KPL, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the KPL's Scale of Rates on their failure to obtain the prior written permission from the KPL.
15. To apply and pay for all licenses and permits that may from time to time be required under the provisions of the law for the time being in force for the purpose of using the said premises as aforesaid.
16. Not to sublet or underlet, transfer or mortgage, assign to or induct into create a charge on or part with the use possession of the said premises or any part thereof to any person or persons whomsoever.
17. Not to keep or permit to be kept in the said premises any materials of dangerous nature or the keeping of which may contravene any Act or local regulations.
18. Not to carry on or permit upon the said premises or any part thereof any offensive, noisy or dangerous trade, business or occupation or use in the same for any other purpose than that for which the premises has been licensed.





19. To hold the licensor free from all risk and responsibility in respect of the goods stored in the said premises whether the same shall be lost or damaged by any cause whatsoever.
20. If the licensee shall make default in payment of the whole or any part of the license fee in advance on the days herein before mentioned whether formally demanded or not or shall become insolvent or shall go into liquidation whether voluntarily or compulsorily other than for purposes of re-construction or shall make any arrangement with their creditors or shall assign, underlet, transfer or part with the possession of the said premises or any part thereof or shall allow any offensive or dangerous stored or stacked in the said premises or shall allow any offensive or dangerous business to be carried on therein or shall neglect to perform or observe any other stipulation on their part herein contained then and in any of such events it shall be lawful for the licensor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and re-possess and enjoy the same and thereupon this license shall absolutely cease and determine but without prejudice to any right of action of the licensor in respect of any breach of the licensee's covenants herein contained
21. If there shall be any license fee due and owing to the licensor at the time of such re- entry and the licensee shall fail to pay the same on demand it shall be lawful for the licensor to distain upon any monies which may have been deposited with the licensor by the licensee or upon any goods of the licensee remaining in the said premises
22. Annual License and License below three years shall not be renewed automatically. If the Licensee requires to renewal of the License, an Application for renewal duly accompanied by the receipt of the payment of advance fee must be made two months before the expiry of the license period
23. If the licensee likes to renew beyond two years and eleven months, the conditions applicable for long term lease shall automatically apply, such as the licensee shall pay a non-refundable premium equivalent to one year's lease rentals and shall deposit an amount equivalent to one year's lease rental as refundable security deposit etc.
24. The Licensees shall vacate the space occupied by them if the license is not renewed. The Annual License shall lapse automatically at the expiry of the License period. In case the licensees fail to hand over the space in vacant possession on the date of expiry of the monthly license granted after removing such of the structures or constructions put up, the KPL shall have the right to remove such structures and the goods stored in such space to any other alternative open or covered space in any part of the KPL's premises at the cost, risk and responsibility of the licensees and in addition, the KPL shall charge a penalty at rates not exceeding ten times the normal fees leviable under the KPL's Scale





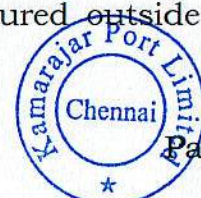
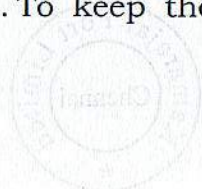
of Rates for the period the goods may have remained within the KPL's premises beyond the period for which the monthly license was granted

25. No compensation shall be payable by the Port in the event of refusal to renew the lease.
26. The KPL shall have the right to terminate the License at any time by giving one- month notice in case of Annual License and resume possession of space allotted. No compensation will be paid in this regard by KPL
27. In the event of the license being terminated by the licensee by giving the required notice within the period of the first year of the license to make good the difference in the license fee between the rate of license fee per square meter allotted or part thereof per calendar month or part thereof leviable for occupation for a period less than one year and license fee per square meter allotted or part thereof per calendar month or part thereof mentioned in the license, from the date of commencement of the license to the date of vacation of the space allotted
28. Any change in the constitution of the licensee firm or business shall in no way affect the terms of the license
29. KPL has the right to add, alter, delete any of the above conditions time to time as may be considered appropriate and the Licensee shall comply with that without any demur

***Additional General Conditions in respect of Covered Space (Warehouse) and Covered Space other than warehouse***

**The licensees shall be liable for the following**

1. To the said license fee being revised in accordance with the amendments to the KPL's Scale of Rates from time to time, affecting the rates of license fee laid down in the said Scale
2. To pay the said license fee herein before reserved or the revised license fee under Clause (3) &(4) in Scale of License Fee, as the case may be, from the date of allotment of space and shall be remitted for each calendar month in advance
3. To pay in addition to the license fee stipulated above, the charges of water and electricity consumed every month at the rates fixed by the KPL from time to time, together with the installation and maintenance charges on electrical installations every month as may be fixed by the licensor from time to time
4. To keep the doors of the premises locked and secured outside the





working hours laid down by the KPL

5. To yield up the said premises at the determination of the license in goods and tenantable repair
6. Not to use the premises as Private Bonded area without prior permission from the KPL and in the event of premises being used as Private Bonded area higher rate of license fee as may be fixed from time to time shall be payable by the licensee. The KPL, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the KPL's Scale of Rates on their failure to obtain the prior written permission from the KPL
7. In the event of the licensor giving the licensee notice to terminate the license, the licensor shall not be bound to pay any compensation whatsoever
8. The licensee shall not at any time during the currency of the license put up any construction over the land licensed to him except with the written permission in writing of the licensor
9. If the licensee puts up a construction without the written permission of the licensor the construction so put up shall become the property of the licensor and the licensee is not entitled to any compensation therefor
10. If the licensor does not require the construction so put by the licensee without the permission of the licensor, the licensee shall remove the construction at his cost and restore the property in as good a condition as it was at the time he was put in possession, within a reasonable time during the currency of the license failing which the licensor shall have the right to remove the construction at the cost and expense of the licensee
11. If the licensee puts up a construction with the written permission of the licensor, the licensor shall have the option to possess the construction so put up and in case the licensor requires the construction, the licensor shall pay compensation to the licensee in a sum mutually agreed upon at the expiry of the license
12. If the licensor does not require the construction put up with the permission of the licensor or if the licensor and licensee fail to settle the quantum of compensation to be paid, the licensor is entitled to call upon the licensee to remove the construction so put up at his cost and restore the property in as good a condition as it was at the time the licensee was put in possession, within a reasonable time, failing which the licensor shall have the right to remove the construction at the cost and expense of the licensee

