

NOTIFICATION
For all port users concerned

No. :- Ad/E/1120/2494

Dated :- July 30, 2007

Subject :- Change of format for applying for fresh allotment of land related to
Non-Iron Ore Cargo storage at DIZ ; HDC

It may kindly be noted that henceforth all concerned applying for fresh allotment for land at DIZ, HDC for storage of Non-Iron Ore cargo are required to apply in the new prescribed formats, as produced below.

Applications in any other format will not be accepted.

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

APPLICATION FORM

For

Allotment of Hardstand/Bare Land/Covered space on Short Term
Licence basis at Dock Interior Zone, Haldia Dock Complex
for storage of cargo other than Iron Ore.

Manager (Admn.)
Haldia Dock Complex.

Kindly find below the detailed information of the applicant for allotment of land on Short Term Licence basis for storage of..... in the Dock Interior Zone of Haldia Dock Complex.

1.	Name of the Applicant	:	
2.	Address for communication	:	
	Telephone No./Fax No.	:	
	Contact Person with contact details	:	
3.	Whether the applicant is an Exporter/Steamer Agent/Other category	:	
4.	Present business profile of the applicant in brief		
5.	Particulars of land applied for	:	
	a) Area applied for in sq. m		
	Hardstand	:	
	Bareland	:	
	Covered shed	:	
	b) Preferred location	:	
	c) Period (should not exceed 2 months)	:	
6.	Justification of area applied for	:	

7.	Whether railway facility required	:
8.	Cargo handling details	:
	a) Name & type of cargo	:
	b) Quantum of cargo to be handled	:
	c) Mode of transportation for aggregation/evacuation	:
	d) No. of vessels to be handled during the period proposed at item 5(c)	:
	e) Likely parcel size of each vessel	:
	f) Tentative schedule of arrival of vessel(s)	:
	g) Proposed evacuation rate per day	:
9.	<p>Details of land already under possession inside Dock Interior Zone of HDC Please mention</p> <ul style="list-style-type: none"> • HAL No • Date of allotment and area allotted • No. of extensions given • Present area occupied • Date by which same will be vacated. 	:
10.	Copies of Buyer – Seller agreement and/or any other documents as applicable may be enclosed.	:
11.	Acceptance to the terms & conditions given at Annex-A (to be signed & returned as a token of acceptance)	:

Note: Incomplete applications are liable for outright rejection.

Declaration of the applicant :-

- _____ (name of licensee), hereby undertake to comply with and adhere to all terms and conditions of the licence as may be applicable according to rules/directives of HDC; KoPT and agree to the following and undertake to comply with all rules/ directions of HDC; KoPT :-
- We agree that Minimum area of land to be allotted to a single party will be 2000 sq. mtrs.
- We understand and agree that submission of this Application does not necessarily mean that the Application will be automatically considered or the applied for land area would be exactly provided and HDC; KoPT is entitled to consider the application at its discretion and allot quantum of land as deemed fit and proper. We also accept and agree that HDC/KoPT shall reserve the right to accept the application in full or in part or reject the same summarily without assigning any reason whatsoever thereof.
- We agree and undertake that liquidation of all land rentals (billed or not billed) against the allotment upto the approved period of licence shall be the mandatory pre-requisite for licence extension.
- We agree and accept that HDC is entitled to impose any action as deemed fit in case of non-compliance of any terms and conditions/ rules and directives of HDC; KoPT.

Signature of Authorised Representative with seal

Date :

(Name & Designation)

(Company seal of the applicant)

Annex-I

TERMS & CONDITIONS FOR ALLOTMENT OF HARDSTAND / BARELAND / COVERED SPACE ON SHORT TERM LICENCE BASIS FOR STORAGE OF CARGO OTHER THAN IRON ORE

1. a) Allotment of hardstand / bare land / covered space in the Dock Interior Zone, Haldia is made on short term license basis.
- b) The period of license shall not exceed one year.
2. The license is revocable on **15 days'** notice on either side. No claim for any compensation whatsoever for such revocation of the license will be entertained.
3. a) The allottee shall be required to pay license fee for licencing of space inside Dock Interior Zone (Custom bonded area) at the following rates :
 - i) Bare land (Open Space) : **Rs. 2610/-** per 100 sq. mtrs. per month
 - ii) Hardstand land (Open Space) **Rs. 4060/-** per 100 sq. mtrs. per month.
 - iii) AC/CI Roofed Covered space **Rs. 6400/-** per 100 sq. mtrs. per month.
 - iv) Pucca Roofed Covered space **Rs. 8600/-** per 100 sq. mtrs. per month.
- b) Licence fee will be subject to revision from time to time as per prevailing Rent Schedule.
4. The concerned allottee shall have to communicate acceptance of offer of allotment of land and make requisite payments as per the offer letter and take possession of the land within a period of **15 days** from the date of offer, failing which the offer may be liable for cancellation.
5. The allotted land wherever necessary shall be developed by the licensee at its cost and arrangements to make the area suitable for storage and handling of cargo.
6. The allottee shall be required to maintain a Security Deposit equivalent to one months' license fee at the rate indicated in Clause-3 above. The Security Deposit is refundable after completion of the license period subject to adjustment of dues/damages.
7. 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 at the time of allotment. The amount of Security Deposit will also be determined on the actual area as found on demarcation and the licensee will be required to supplement the same by a further sum towards Security Deposit, if required.
8. a) The licensee shall be required to utilize the allotted land for the purpose for which it is allotted. No charge in purpose of utilization will be allowed.
- b) The licensee shall have to utilize the allotted land within one month from the date of handing over possession of the land, failing which, the license of land will be liable to be terminated.
9. The allottee shall not construct or put up any building, erection or convenience on the allotted land.
10. Cargo stored in the allotted space shall be at the entire risk and responsibility of licensee. The allottee shall post his own watchman to safeguard the cargo stored at the allotted space and prevent any unauthorized occupation of such space by others.
11. The allottee shall agree to comply with all rules and directions issued by HDC/KoPT from time to time. If the allottee neglects to comply with such rules or directions, HDC/KoPT may at its discretion opt to terminate the license.
12. The allottee will be required to remove the materials that may have been stored by them on the aforesaid land at its own cost and arrangement before vacating the land or revocation of the license in terms of Clause-2 above.
13. The allottee shall be required to make his own arrangements for the safety and security of the allotted land.

14. The allottee shall not cause any damage to the Trustees' property. If any damage to the Trustees' property is caused, the allottee shall be liable to make good the damages at his own cost and arrangement to the satisfaction of H DC/KoPT.
15. The license fee whether demanded or not shall be paid by the allottee on or before the 15th day of each month succeeding that for which the license fee etc. is due.
16. In case of default of payment of licence fee and other dues within one month from the due date as specified above 18% interest per annum will be charged on the outstanding dues from the due date of payment.
17. Rebate 2.5% on licence fee will be allowed if payment of license fee and other dues are made within due date.
18. The allottee will be required to pay and discharge all present and future rates, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the said and except the owner's share of municipal taxes in respect of the land.
19. The allottee shall have to observe, perform and comply with all stipulations and requisitions which may from time to time be made by Govt. or the licensor or any other statutory authority or otherwise in respect of the land or any portion thereof. The allottee shall obtain all required statutory clearances as & when required during the course of the license period HDC/KoPT would not take any responsibility whatsoever in the matter.
20. The allottee shall have to ensure proper parking of Lorries etc. so as not to cause any inconvenience to movement of vehicles on the main road.
21. The allottee shall not transfer, assign, sublet or share use of the allotted land or any part thereof with anybody or with any organization.
22. Encroachment of land and Railway tracks, etc. by the allottee will involve a liability to pay a penalty at the rate of 10 times the scheduled license fee, in addition to the cost of rectification of damages caused to the port properties. If the allottee 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 allottee and penal license fee at the rate of 10 times the normal rate will be levied on the space occupied by the cargo so removed.
23. In case the allottee fails to hand over the space in vacant possession on the date of expiry of the license, HDC/KoPT shall levy normal demurrage charges as per HDC/KoPT's Scale of Rates as applicable from time to time for the period the cargo remains in the HDC/KoPT premises beyond the period for which the license was granted.
24. If the allottee requires extension of the license, an application for extension must be made so as to reach General Manager (Ops.), HDC at least **7 days** before the expiry of the period of the license. The total period of licence including all subsequent extension granted shall not exceed 03 years from the date of initial allotment of space.
25. The allottee shall agree that all payments & expenses of whatever short due to HDC/KoPT in respect of the licence be recovered at the rate prescribed in HDC/KoPT's rent schedule from time to time.
26. The allottee shall comply with all rules or regulations that may from time to time be issued by the Municipal authority or the Inspector of Explosives Dept. of Explosives, Govt. of India or whosoever concerned in relation to storage of cargo.
27. In addition to payment of licence fee at the scheduled rate, the allottee shall pay municipal tax, if required and as applicable.
28. The allottee shall have to make own arrangements to keep the allotted land and its surroundings near clean & in proper sanitary conditions.

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