

## CHAPTER - VIII

### ESTATE RENTALS

#### **SCALE 1: RESERVE PRICE IN TERMS OF ANNUAL LEASE RENT FOR ALLOTMENT OF LAND/ SPACE/ BUILDINGS:**

<b>Item No.</b>	<b>Description of space</b>	<b>Unit</b>	<b>Reserve price in terms of annual lease rent (₹ per calendar month or part thereof)</b>
1.	Open space inside the port - Unpaved	100 sq. m. or part thereof	5,520/-
2.	Open space - Paved (Hardened with water bound Macadam Surface) inside the port.	100 sq. m. or part thereof	10,488/-
3.	Track length at any of the CHPTs Railway Sidings inside the Port	1 running metre or part thereof	1,656/-
4.	Covered Space inside port	10 sq. m. or part thereof	1,656/-
5.	Commercial Office space in Buildings outside Port at Rajaji Salai	Per sq. m. or part thereof	552/-
6.	Buildings with RCC Roof and terrace within the port used for office use.	Per sq. m. or part thereof	442/-
7.	Buildings with ACC sheet and any other similar roofing like G I sheet within the Port.	Per sq. m. or part thereof	331/-
8.	Land at Tondiarpet Housing Colony for commercial use	Per sq. m. or part thereof	25/-
9.	Shop units at Tondiarpet Housing Colony outside the port	Per sq. m. or part thereof	552/-

Note : For those areas that have been declared as private/customs bonded area, the rate will be 120% of the rate applicable for such category of the land/ space.

#### **SCALE 2: CHARGES FOR RIGHT OF WAY PERMISSION FOR LAYING PIPELINES IN CHPT'S PREMISES:**

Way leave charges for laying of Pipelines /: The rate for open area as applicable to the category of space mentioned in Scale-1 above, as the case may be, for the area occupied by the Pipelines / Conveyors, etc.

Note: For the purpose of Right of Way leave charges, the area occupied by single pipelines should be calculated based on the diameter and length of those pipelines. In case of multi-layer pipeline / conveyor stacks, the physical area occupied by the multilayer pipeline / conveyor stacks should be considered and the respective users should be billed on pro-rata basis. As far as underground pipelines 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 should be considered as 50% of the diameter and length, for the purpose of levy of Right of way charges.

## **I GENERAL CONDITIONS:**

- 1) All conditions prescribed in the Land Policy 2014 guidelines issued by the Government of India in January 2014, as amended / replaced from time to time, shall apply in respect of allotment of land / space / buildings on Licence / Lease basis.
- 2) The rates prescribed above are the base rates applicable with effect from the effective date of implementation as per Notification by TAMP and are subject to automatic escalation of 5% per annum (compoundable). The reserve price in terms of annual lease rent as provided in the Scale of Rates shall get automatically escalated by 5% per annum after expiry of one year from the effective date of implementation of the Scale of Rates. The base rates will be revised after five years with the approval of Competent Authority. Such revised rent will be effective from the effective date of implementation of the Order passed by the Competent Authority.
- 3) The rates prescribed above are excluding taxes and duties. Service tax and other taxes and duties, as applicable, from time to time shall be paid extra.
- 4) In addition to the rates prescribed above, the cost of water and electricity consumed every month at the rates fixed by the CHPT from time to time, together with the installation and maintenance charges on electrical installations every month as may be fixed by the CHPT from time to time shall be paid by the Licensee.

## **II CONDITIONS FOR ALLOTMENT ON MONTHLY LICENCE BASIS:**

1. Persons requiring allotment of space (land / shed / buildings) on monthly licence basis may apply in writing before the deposit of goods, stating their acceptance of all risks and responsibilities for goods so stored, in the form prescribed by CHPT. But, it shall be at the discretion of CHPT to allot or refuse to allot the space. Sub-letting of the licensed space shall not be allowed.
2. Licence Fees or charges is payable from the effective date of allotment mentioned in the allotment order. In case no effective date is mentioned in the allotment order, the Licence Fee is payable from the date of allotment order.
3. Security Deposit equivalent to 3 months' Licence Fee on the land / space allotted shall be paid at the time of allotment as a guarantee for the due and faithful performance of the conditions set forth in the monthly licence. Security Deposit shall be refunded after the land / space is vacated finally, after deducting any dues payable to CHPT.
4. For fresh/initial allotment, 3 months Security Deposit along with 2 months License Fee has to be remitted within 7 Port administrative working days on receipt of the Allotment Order failing which the allotment will stand cancelled and the firm will not be allowed to occupy the space. The cargo stacking/ occupation will be allowed only on production of the receipt for having paid the amount mentioned in the Allotment Order. The Licence Fee for the subsequent calendar months shall be paid in advance, i.e. on or before 25<sup>th</sup> of preceding calendar month. If the due date for a particular month falls on Sunday or CHPT holiday or Bank holiday, the payment shall be made on the next working day.

5. Delay in payment of Licence Fee and other dues as specified in Sl. No.(4) above shall attract penal interest at 16.75% p.a. from the due date till the date of payment subject to a maximum of 15 days from the due date. If payment is not received within 15 days after the due date, the occupation will be treated as unauthorized and the license will be liable for cancellation and will be treated as unauthorized occupation and penal licence fee shall be payable as per Sl.No.7 below.
6. The monthly licence shall lapse automatically at the expiry of the calendar month for which it has been issued. If the licensee requires a renewal of the licence, an application for renewal duly accompanied by the receipt for payment of the advance licence fee for the subsequent month must be made so as to reach CHPT seven days before the expiry of the period of the monthly licence. Delay in receipt of application or required receipt within time stipulated above shall attract penal interest at 16.75% p.a. for the period of delay subject to a maximum of 15 days, beyond which the occupation will be treated as unauthorized and dealt as per Sl. No. 7 below.
7. The Licensee shall vacate the space occupied by them if the licence is not renewed and in case the licensee fail to hand over the land / space in vacant possession on the date of expiry of the licence granted / determined, after removing such of the structures or constructions put up, the occupation of the licensee will be treated as unauthorized occupation and penal licence fee as given below shall be levied beyond the period for which the monthly licence was granted. Further, CHPT 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 CHPT's premises at the cost, risk and responsibility of the licensees and in addition, penal licence fee as specified below shall be charged for the land / space occupied by the goods so removed:
  - i. Three times of the normal licence fee for the first three months from the date of unauthorized occupation or identification of encroachment.
  - ii. Five times of the normal licence fee beyond three months and upto seven months.
  - iii. Ten times of the normal licence fee from eighth month onwards.
8. Encroachment or unauthorised occupation of the CHPT's land and stacking of cargo on the CHPT's land and stacking of cargo on the CHPT's Railway tracks, plants, equipment, etc. causing obstruction to the movement of traffic by the licensee will involve a liability to pay a penal licence fee as specified in Sl.No 7, in addition to the cost of rectifying damages caused to the CHPT'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 Trust at the risk and cost of the licensee and penal licence fee as mentioned at Sl. No. (7) above on the space occupied by the cargo so removed.
9. No licensee shall convert the space allotted to him/ them into private bonded area except with the written permission of the CHPT. The CHPT, shall, in addition to the licence fees leviable for such space, levy penalty as given below on their failure to obtain the prior written permission from the CHPT.
  - i. Three times of the licence fee applicable for private / customs bonded area for the first three months from the date of conversion of the area.

- ii. Five times of the licence fee as mentioned above beyond three months and upto seven months.
  - iii. Ten times of the licence fee as mentioned above from eighth month onwards.
10. The CHPT shall have the right at any time to resume possession of space wholly or partly which is required by the CHPT, in which event a proportionate reduction in fee will be allowed. An advance notice of 7 days in the case of licence period upto six months and 15 days in case of licence above six months and upto 11 months shall be given by CHPT about its intention to resume the land / space. However, no such notice shall be issued in the case of encroachment and unauthorized occupation in which case CHPT shall have the right to resume possession of the land / space immediately without giving any notice. On the other hand, the Licensee shall give a notice of 15 days if the land / space is to be vacated before the expiry of the License period.
11. The licensees shall agree to comply with all rules or directions issued by the CHPT from time to time. Should the licensees neglect to comply with such rules or directions, the CHPT may terminate the licence.
12. The licensees shall not construct or put up any permanent structure, building, erection or convenience or canteens on land / space occupied under monthly licence except on the written permission of the CHPT. The licensees shall agree to remove such building, erection or convenience on the space, restore the space to its original condition at the time of termination of the licence and if the licensees fail, the CHPT will arrange for removal of such erection at the cost, risk and responsibility of the licensees.
13. Goods stored under the licensed space shall be at the entire risk and responsibility of the licensees. The CHPT will not 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 space and to prevent any unauthorised occupation of such space by others.
14. The licensees shall comply with all rules or regulations that may from time to time be issued by the Corporation of Chennai or the Inspector of Explosives, Department of Explosives, Government of India, or whomsoever concerned in relation to the storage of the goods under the monthly licence.

### **III CONDITIONS FOR ALLOTMENT ON LEASE BASIS:**

1. The annual lease rental for each year shall be paid in advance before commencement of respective lease year. The annual lease rental will be equivalent to Monthly licence fee payable for the 12 calendar months of respective lease year. Delay in payment of lease rentals will attract penal interest / penal licence fee as per the relevant conditions prescribed for Licence of land on monthly basis.
2. Either party shall be at liberty to terminate the lease at any time by giving to the other three calendar months notice in writing of its or their intention of terminating the same.
3. Change of use of leased land can be permitted subject to such change being in conformity with the Land Use Plan / Master Plan of the CHPT subject to payment of rates for the new usage, if any.

4. If the lessee continue to occupy the land / space, after expiry / termination / determination of lease or forfeiture of lease on account of change of user assignment, etc. the occupation will be treated as unauthorized and lessor shall be entitled to levy penalty at three times of the lease rent prescribed in the Scale of Rates or three times of the lease rent as per lease agreement, as the case may be, till the final vacation of the land / space.
5. In case of breach / violation of provisions of the Lease Agreement, CHPT shall be entitled to impose penalty as deemed fit or cancel the lease depending on the magnitude of breach / violation.

#### **IV CONDITIONS FOR GRANTING WAY LEAVE PERMISSION:**

1. Way leave permission for laying pipelines within and outside the port area shall be given on temporary basis at the discretion of CHPT. Only permission will be given. There will not be any allotment of land to the party nor is to be construed as lease.
2. In case of way leave permission for public utilities, relevant rules applicable for such utilities shall apply.
3. The Way leave charges with applicable escalation from time to time shall be paid in advance for each year. Delay in payment of way leave charges will attract penal interest and penalty in line with the penal interest and penal licence fee provisions applicable for monthly licence.
4. One time Supervision charges @ 15% of the cost of laying of pipelines/cables/conveyors in Port limits before granting way leave permission. This is not applicable for Single Buoy Mooring (SBM)/Single Point Mooring (SPM)/sub-sea pipelines for which the applicable supervisory charges will be decided by Board, on a case to case basis.

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