



नव मंगलूरु बंदरु प्राधिकरु
नव मंगलूर पत्तन प्राधिकरण
NEW MANGALORE PORT AUTHORITY
(Fully Solar Powered)

भारत सरकार (पत्तन, पोत परिवहन और जलमार्ग मंत्रालय)
Govt of India (Ministry of Ports, Shipping and Waterways)
ಪಣಬೂರು ಪಣಮ್ಬೂರು Panambur / ಮಂಗಳೂರು ಮಂಗಲೂರು Mangalore - 575010

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Azadi Ka
Amrit Mahotsav



No. CE(C)/SE(C-II)/EST/SOR-REV/2022-23

Date: 03.03.2023

TRADE NOTICE

Sub: Revision in Scale of Rates for allotment of Port premises on lease/License basis and grant of RoW permission during the period of 4 years from 11.03.2023 to 10.03.2027

The Board of New Mangalore Port Authority in its meeting held on 13.12.2022, has approved revision of Scale of Rates for allotment of Port premises on lease/License and grant of RoW permission for the cycle period 2022-2027. The same has been notified in the Karnataka Gazette vide Volume No 158/issue No 31, PD-26 dated 9th, February 2023. The revised Scale of Rates shall come into effect after expiry of thirty (30) days from the date of notification and shall be in force for a period of four (4) years from the effective date. The revised SOR shall be effective from 11.03.2023 to 10.03.2027 and during the said period the rentals and deposits in respect of Lease, License and RoW permissions will be charged accordingly. As is the case of leases in which relevant clauses of Lease Agreement prevails from time to time.

The Port Authority Board approved SoR for the base year 2023-24 of the cycle period 2022-2027 (Rs/Sqm/Month) along with the statement of conditions under which, the access to and usage of Port assets may be allowed by the Board is enclosed as Annexure-I. The detailed Gazette notification is available in port website www.newmangalore.port.gov.in.

Encl: Annexure-I


Chief Engineer (Civil) Stat

ದೂರವಾಣಿ / ದೂರಭಾಷೆ / Phone : 0824- 2407341, 2887399

आईएसओ 9001:2015, 14001:2015, 45001: 2018 एवं आईएसपीएस अनुपालनकर्ता पत्तन

An ISO 9001:2015, 14001:2015, 45001: 2018 & ISPS Compliant Port

ANNEXURE-I

**SCALE OF RATES (SoR) FOR ALLOTMENT OF PORT PREMISES ON
LEASE/LICENSE BASIS AND GRANT OF ROW PERMISSION AT VARIOUS
LOCATIONS.**

A. Lease/License/RoW rental rate of Port premises at various location:

Zone	SoR for the base year 2023-24 for the cycle period 2022-2027 (Rs/Sqm/Month) or Part thereof			
	Open area	Paved area	Covered Space	
			Sheet Roof	RCC Roof
Panambur	35.27	54.01	98.32	116.43
Custom Bound Zone	32.32	59.40	108.14	128.05
Marshalling Yard	35.17	53.38	97.95	115.99
Commercial Yard	91.58	N/A	N/A	N/A
Tannirbhavi	55.94	N/A	N/A	N/A
Kudupu	59.83	N/A	N/A	N/A
Bondel	45.08	N/A	N/A	N/A

Notes:-

(A) Conditions:

- (ii) The rates prescribed shall be applicable with effect from 30 days of such notification.
- (iii) The revised Scale of Rates and conditionalities governing the application of revised Scale of Rates will be effective from 30 days from the date of notification of this Order in the Official Gazette of Karnataka and shall be in force for a period of 4 years from the effective date of implementation of revised SoR.
- (iv) N/A indicates not applicable, since in the respective zones of Paved/Coved area no construction existed, however if any development in future escalated rent on development over the land rent shall be applied.
- (v) The lease rent shall bear an escalation @ 2% (compoundable) per annum from the anniversary of effective date.
- (vi) The rate specified for Covered space in the above table is applicable for Ground Floor. In the First floor RCC covered area rate will be 90% of the Ground floor area.

- (vii) The rate proposed for open space for EXIM Cargo in custom bond area will apply for areas leased in the commercial zone where EXIM cargo is stored, on vessel to vessel basis, till the area is leased out for commercial purposes
- (viii) Security Deposit equivalent to one month's licence fee shall be applicable for Short term allotments on license upto 11 months. In case of lease of land, refundable Security Deposit of equivalent to two years lease rental will be applicable. The Security Deposit shall be refunded without interest after the land is vacated fully after adjusting any amount that may be due to the NMPA.
- (B). **Way leave charges for :** The rate for open area as applicable
laying of pipelines/ to the location given in the table
service conduits etc. above for the area occupied by the
 pipelines / service
 conduits/Conveyors etc.

Note to Schedule B above:

- (i). For the purpose 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 stacks, the physical area occupied by the multilayer pipeline stacks should be considered and the respective users should be billed for pro-rata area on the basis of the diameter and length of their pipelines passing through that area. With respect to the area shared with road, rails, jetties, etc., the respective users should be billed pro-rata for 50% of concerned area assuming that they do not have exclusive possession of land and what they have is only 'Right of Way'. As far as underground pipes 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 counted 50% of the product of diameter and length, for the purpose of levy of way leave charges.
- (ii). The terms and conditions for issuance of Right of Way Permission for laying Pipelines/ conveyors etc., will be governed by the Policy of the Board and as amended from time to time.

(C). Water Area Charges:

50% of the license fee for the land abutting to the waterfront for construction of jetties, submarine pipeline, etc. and will be charged as a way leave permission. For submarine pipeline, the water area charges will be for the area occupied by the pipeline and the area should be arrived at based on the note to (ii) under schedule B above.

General Conditions:

- (i). All the conditions / notes stated herein shall apply to the extent they are not inconsistent with the conditions prescribed in the Policy Guidelines for Land Management -2015 and subsequent clarifications issued to it from time to time by the Government of India. In case of disagreement, the conditions prescribed by the Government in the Land Policy guidelines shall prevail.

(ii). Allotment:

Persons requiring allotment of land/ space for storage of their goods outside the security compound wall or within the security compound wall of New Mangalore Port Authority (NMPA) on monthly license basis may apply in writing to NMPA for a license in the form prescribed by the NMPA from time to time. But it shall be at the discretion of the NMPA to allot or refuse to allot such space/ land no subletting of the licensed premises shall be allowed.

(iii). Licensee's Responsibility:

In applying for land/ space for storage of goods/ cargo, the applicants for land/ space shall accept all risks and responsibility for goods so stored/ stocked. The locking by the NMPA or sheds partly or wholly allotted to the licensees whether inside or outside the security compound wall shall not be regarded as making the NMPA a bailee of the goods so stores unless a receipt in this regard is passed by the NMPA to them. The occupation of land/ space in open or under cover shall be reproduced in the license deed/ permit/ agreement.

Encroachment or unauthorized occupation of the NMPA's land and stacking of goods/ cargo on the NMPA's Railway track, plants, equipment, approach road etc., causing obstruction to the movement of traffic by the licensee will involve a liability to pay penal rate as

specified below in addition to the cost of rectifying damages caused to the NMPA's 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 NMPA at the risk and the cost of the licensee and penal license fee at the following rate shall be levied on the land occupied by the goods so removed.

- (a). Three times the normal license fee till vacant possession is obtained by the port or any other Land Policy Guidelines notified by Government time to time.

(iv). **Other Conditions:**

- (a). Goods stored under the license deed/ permit/ agreement shall be at the entire risk and responsibility of the licensees. NMPA 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 unauthorized occupation of such land/ space by others.
- (b). The Licensee shall not construct or put up any permanent structure, buildings, erection or convenience or canteens on the land/ space occupied under the license deed/ permit. The licensee shall restore the land/ space to its original condition at the time of termination of the license permit and if the licensee fails, NMPA will arrange for such restoration at the cost risk and responsibility of the licensee.
- (c). The license fees or charges shall be paid from the date of receipt of the allotment letter by the licensee or occupation of the land/ space by the licensee, whichever is earlier, in accordance with the rates prescribed in the NMPA's Scale of Rates. The license fee shall be remitted for each calendar month for subsequent period in advance to the NMPA i.e. before 1st of every month. In case the payment is not received before the due date, penal interest at SBI (MCLR) + 2% per annum revised from time to time on the accumulated arrears in addition to the license fee. [Penal interest is subject change as

per the guidelines issued from time to time by Competent Authority] [MCLR-Marginal Cost Lending Rate].

- (d). The licensee shall vacate the land/ space occupied by them if the license permit is not renewed at the latest. In case the licensee fails to hand over the land/ space in vacant possession on the date of expiry of the license/ permit granted after removing of such structures or construction put up, NMPA shall have the right to remove such structures and the goods stored in such land/ space to any other alternative land/ open or covered space in any part of the Port's premises at the cost and risk and responsibility of licensees and in addition, penalty license fee at the following rates shall be levied on the space occupied by the goods so removed.
- (i). Three times the normal license fee till vacant possession is obtained by the port or any other Land Policy Guidelines notified by Government time to time.
 - (ii). Terms and conditions as stipulated in the allotment order/ lease/ license deed.
- (e). The permit shall lapse automatically at the expiry of the calendar month for which it has been issued. The license shall be up to a maximum period of Four (4) months on vessel to vessel basis for storage of EXIM Cargo (both inside & outside Security Compound wall) and Six (6) months for coastal movement of cargo and license fee is levied as per the notified schedule of Rates. There shall be no provision for renewal of licence. The occupation of land/ premises exceeding 4 months on vessel to vessel basis for storage of EXIM Cargo (both inside & outside Security Compound wall) and Six (6) months for coastal movement of cargo, without subsequent allotment shall be treated as unauthorized occupation and compensation 3 times the normal license fee shall be paid by the occupant and charges will attract penal interest at the rate of SBI (MCLR)+2% per annum (or) as per the lease/ license deed/ allotment orders. On the accumulated arrears and shall be paid

in addition to the license fee. In any case the license fee should not accumulate for more than 15 days from the date when advance license fee become payable. [Penal interest subject change as per the guidelines issued from time to time by Competent Authority]

- (f). No licensee shall convert the space allotted to him/ them into private bonded areas except with the written permission of the NMPA. Failure to obtain the prior written permission from the NMPA shall attract levy of penalty as per prevailing Guidelines time to time.

(g). **Security Deposit:**

- (i) Security deposit equivalent to one month's license fee shall be applicable for vessel to vessel for license upto 11 months. The Security Deposit without interest shall be refunded after the land is vacated fully after adjusting any amount that may be due to the NMPA.
- (ii). In case of lease of land other than those mentioned at (a) above, refundable Security Deposit of equivalent to two years lease rental will be applicable.
- (iii). The Security Deposit shall be refunded without interest after the land is vacated fully after adjusting any amount that may be due to the NMPA.
- (iv). In case, the security deposit is not refunded within 20 days from the date when land/ space is finally vacated and production of documents by the licensee, the NMPA shall pay penal interest at SBI Marginal Cost of Fund based Lending Rate (MCLR) + 2% per annum as revised from time to time on such delayed refunds.

- (h). NMPA shall have the right at any time to resume the possession of the land/ space wholly or partly which is required by the Port/ not occupied by the licensee, in which event the proportionate reduction in license fee will be allowed. In any case, the NMPA shall give a notice period of 7 days in case license is for less than four months for EXIM Cargo and six months for Coastal

movement cargo. In case of unauthorized occupation or encroachment or on normal expiry of the license tenure, no such notice shall be issued and the port shall resume the land/ space required by the Port immediately. 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.

- (i). The licensee shall have the right to appeal against resumption of the land to the Board of the New Mangalore Port Authority within a period of 30 days from the date of receipt of the Order appealed against and the decision of the Board of NMPA is final in this regard.
- (j). The licensee / allottee shall agree to comply with all rules or directions issued by NMPA from time to time. Should the licensee neglect to comply with the rules or directions, the NMPA may terminate the license.
- (k). The licensee / allottee shall agree that all payments and expenses of whatever sort due to the Port in respect of land/ space allotted to the licensee, shall be recoverable at the rates prescribed in the Scale of Rates of NMPA.
- (l). The licensee / allottee shall comply with all rules and regulations that may from time to time be issued by the local authorities or the inspector of Explosives, the Department of Explosive, Commissioner of Customs and Government of India or whosoever concerned in relation to the storage of goods under the license/ permit.
