

# ENNORE PORT LIMITED

## Scale of Rates

### 1. DEFINITIONS

**Company** shall mean Ennore 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, deck shelters, chart houses etc and as recorded in the Certificate of Registry of the vessel.

**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) A 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

**1. One unit by weight** means **1 tonne (1000 kilograms)**

**2. One unit by volume** measurement means **1 cubic metre;** and

**3. One unit by capacity** measurement for *liquids in bulk* means **1000 litres**

i) In calculating the Gross weight or measurement by volume or capacity of any individual item, fraction upto 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.

### **3. VESSEL RELATED CHARGES**

1. Vessel related charges will be charged on the basis of the Gross Tonnage (GT) of the vessels
2. 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
3. For a vessel having dual tonnage, the higher tonnage will be taken into account for calculation of all vessel related charges
4. 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
5. 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
6. In cases of such conversion, coastal rates shall be chargeable by the load port from the time the vessel starts loading coastal goods
7. 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
8. 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

## **A. PORT DUES**

| <b>Particulars (Vessels Chargeable)</b> | <b>Rates per GT</b> |
|---|---------------------|
| Coastal Vessels                         | Rs. 15.46           |
| Foreign Vessels                         | USD 0.53            |

### **Note:**

1. 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
2. For foreign going vessels the Port Dues are payable on each entry into the port
3. 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
4. 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
5. 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
6. 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

7. 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
8. A vessel landing a passenger at port without anchoring and proceeding on her voyage is not liable to Port Dues.

## **B. PILOTAGE-CUM-TOWAGE FEES**

The fees leviable for piloting vessels in and out of the harbour includes 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

| <b>Coastal Vessels<br/>(per GT)<br/>(in Rupees)</b> | <b>Foreign vessels<br/>(per GT)<br/>(in USD)</b> |
|---|--|
| 23.80<br>Minimum charges payable 35,200/-           | 0.82<br>Minimum charges payable 1200             |

Note:

(a) For inward / outward / shifting/ warping, the charges are as following

| <b>Sl.No</b> | <b>Services</b>   | <b>Operations</b>  |                  |
|--------------|-------------------|--|------------------|
|              |                   | <b>Hot Move</b>  | <b>Cold Move</b> |
| 1            | Inward Pilotage   | 50%  | 100%             |
| 2            | Outward Pilotage  | 50%  | 100%             |
| 3            | Shifting Pilotage | 50%  | 100%             |
| 4            | Warping           | Rs.12,080/- for Coastal vessels<br>USD 412 for Foreign vessels |                  |

The above percentage of charges shall be applied on the rates shown under Pilotage and towage fees.

(b) For this purpose, turning round of a vessel within the berth is also considered as a shifting.

(c) Pilotage will not be compulsory in case of vessels upto 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/-

## **C. BERTH HIRE CHARGES –**

### **Coal berths (CB1 and CB2), General Cargo Berth and Finger Jetties**

| <b>Rate per Gross Tonnage per hour or part thereof</b> |                                    |
|--|------------------------------------|
| <b>Coastal Vessel<br/>(in Rs.)</b>                     | <b>Foreign vessel<br/>(in USD)</b> |
| 0.27<br>(minimum Rs. 296/- per Hour)                   | 0.012<br>(minimum USD 10.8 per Hr) |

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.

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.

Note: 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

1. For the first two days - At four times the rate of the berth hire charges for authorized occupation
2. For third day and for subsequent days - At six times the rate of berth hire charges for authorized occupation
3. The additional berth hire charges shall be in addition to normal berth hire charges payable under the schedule
4. Vessels double banked with another vessel occupying a berth, will be charged two-third (2/3) of the berth hire charges specified above
5. 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

#### **4. CARGO RELATED CHARGES**

##### **WHARFAGE**

| <b>S. No.</b> | <b>Nomenclature</b>        | <b>Unit</b>                                    | <b>Rate</b> |
|---------------|----------------------------|--|-------------|
| 1             | Coal & Coke                | 1 Tonne  | Rs.130.00   |
| 2             | Cars and other automobiles | Ad valorem<br>(based on<br>FOB Ennore<br>Port) | 0.45 %      |
| 3             | Other Goods                | 1 Tonne  | Rs. 60.00   |
| 4             | Other Goods                | Ad Valorem                                     | 0.5%        |

In case of goods not otherwise specified where the value of the cargo is not available or could not be assessed the wharfage levy will be on weight-tonne basis at the above-mentioned rate

#### **Terms and conditions for Wharfage**

In respect of Bulk cargoes the dues shall be recovered on the manifested tonnage.

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.

On packages containing articles of miscellaneous character, charges shall be levied at the rate applicable to the articles on which the highest rate is chargeable.

## 5. HIRE CHARGES FOR PORT CRAFTS

For hiring the Port crafts, the following charges will be applicable -

| Craft          | Rate per hour      |                    |
|----------------|--------------------|--------------------|
|                | Coastal Rate (Rs.) | Foreign Rate (USD) |
| Tug            | 18,120/-           | 394                |
| Pilot Launch   | 4,320/-            | 94                 |
| Mooring Launch | 1,920/-            | 42                 |

**Note:**

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

## 6. Miscellaneous charges:

| S.No. | Description  | Coastal vessel (in Rs.) | Foreign vessel (USD) |
|-------|--|-------------------------|----------------------|
| 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                  |

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

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

| Item No | Description of Space  | Unit   | License Fee  |
|---------|---|--|--|
| 1       | Way Leave Charges<br>(with effect from Calendar year 2011)<br>a. For Pipelines of 8" dia and above<br>b. For pipelines lesser than 8" dia   | Per running meter or part thereof<br>Per running meter or part thereof | Rs. 104/- per Calendar year or part thereof<br>Rs. 52/- per Calendar year or part thereof    |
| 2       | Ground Rent (*) Open Space<br>Open Space (Hardened area)  | Per Sq.m. or part thereof<br>Per Sq.m. or part thereof                 | *Rs. 20/- per Calendar month or part thereof<br>*Rs. 40/- per Calendar month or part thereof |
| 3       | Building allotted for use as office accommodation (*)<br>Building with RCC roof and terrace within the Port Premises<br>Buildings with ACC sheet and in other similar roof like GIC within the Port | Per Sq.m or part Thereof<br>- do -                                     | *Rs.100/-per calender month or part thereof<br>*Rs.75/-per calender month or part thereof    |
| 4       | Covered Space for use as site stores, equipment maintenance, etc., (*)  | Per Sq.m or part thereof   | *Rs.40/-per calender month or part thereof   |

\* The above rates are effective from 1st April 2004 and escalation @ 5% compoundable per annum.

\* The Port shall have an option to refix the base license fee every five years.

### 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 EPL's discretion to allot or refuse to allot space on terms of License.

### **Conditions of Licensing of Space by EPL under Monthly License for a period upto 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 EPL.
4. The Licensee shall pay charges for water supply, electricity, telephone, etc., if provided to EPL promptly.
5. The EPL 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 EPL. 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 EPL.
10. To permit the EPL 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 unauthorised occupation of the EPL's land and stacking of cargo on the EPL's land and stacking of cargo on the EPL'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 EPL'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 EPL 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 EPL. The EPL, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the EPL's Scale of Rates on their failure to obtain the prior written permission from the EPL.

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 distrain 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 EPL 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 EPL's premises at the cost, risk and responsibility of the licensees and in addition, the EPL shall charge a penalty at rates not exceeding ten times the normal

fees leviable under the EPL's Scale of Rates for the period the goods may have remained within the EPL'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 EPL 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 EPL.
27. Any change in the constitution of the licensee firm or business shall in no way affect the terms of the license.
28. EPL 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 EPL 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 EPL.
4. The Licensee shall pay charges for water supply, electricity, telephone, etc. if provided, to EPL promptly.
5. The EPL 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 EPL. 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 whomsoever 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 EPL.
10. To permit the EPL 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 EPL's land and stacking of cargo on the EPL's land and stacking of cargo on the EPL'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 EPL'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 EPL 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 EPL. The EPL, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the EPL's Scale of Rates on their failure to obtain the prior written permission from the EPL.
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 distrain 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 EPL 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 EPL's premises at the cost, risk and responsibility of the licensees and in addition, the EPL shall charge a penalty at rates not exceeding ten times the normal fees leviable under the EPL's Scale of Rates for the period the goods may have remained within the EPL'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 EPL 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 EPL
  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 metre 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 metre 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. EPL 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 EPL'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 EPL 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 EPL
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 EPL 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 EPL, shall, in addition to the fees leviable for such space, levy such penalty not exceeding ten times the normal fees leviable under the EPL's Scale of Rates on their failure to obtain the prior written permission from the EPL
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