

## PARADIP PORT TRUST

This Right of Way-leave permission is made on the \_\_\_\_\_ day of \_\_\_\_\_ between the Board of Trustee of Paradip Port, a body corporate under the Major Port Trusts Act, 1963 (Act 38) (hereinafter called the **PPT**) of the one part and Mr./M/s \_\_\_\_\_ hereinafter called "the **Party**" of the other part, whereas the party had been permitted \_\_\_\_\_ in the Paradip Port area (more fully described in the schedule annexed hereto) for use and occupation for \_\_\_\_\_ and has agreed to use the same for the purpose of \_\_\_\_\_ subject to the terms and conditions herein contained.

### NOW THIS DEED WITNESS AS FOLLOWS:

1. i) In pursuance of the said agreement and in consideration of the Right of Way charges hereinafter reserved and of the covenants by the party hereinafter contained, the PPT hereby allows the party the use of the area described in the schedule annexed hereto.

**TO HOLD** the area hereby demised on to the Party for a term of \_\_\_\_\_ years/months from the date of \_\_\_\_\_ 202\_\_ up to the date of \_\_\_\_\_ 202\_ paying thereof during the said term the monthly Right of Way charges of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only on or before the 15<sup>th</sup> (fifteen) days from the expiry of the earlier permissible period for which the Right of Way charges is payable by depositing the same through authorized bank to PPT A/c on e-payment basis or through DD favouring FA & CAO, PPT payable at Paradip.

(ii) That the party before commencement of sue of the \_\_\_\_\_ shall pay a sum of Rs. \_\_\_\_\_ only towards Security deposit which may be refunded to the party after satisfactory expiration of the Terms & Conditions of the covenants here in contained and fulfilling the conditions of the permission on completion of construction/ erection and the PPT reserves the right to adjust any amount for such damages, if any, at the expiration of the term and the Party shall not have any right to claim interest over the security deposit. The PPT also reserves the right to forfeit the entire security deposit or any part thereof in case the condition of allotment and covenants herein contained are not fulfilled by the Party.

### **2. Broad Terms and Conditions of Way-leave Permission for laying Pipelines.**

- i.. The parties shall be allowed to lay pipelines/ Conveyors/ Railway Tracks/ Telephone Cables lines(OFC)/ Telephone Towers/ Electric Cables, Telephone Lines, road etc on Right of Way basis and on purely temporary basis. Subsequently permission shall be given with due approval of the Chairman, PPT after completion permissible period.
- ii. Only permission shall be given. There shall not been any allotment of land to the party nor is to be construed to be a lease or license.
- iii. Facility compensation or Right of Way charges shall be paid by all parties. For the purpose of Right of Way leave charges, the area occupied by pipe lines shall be calculated based on the diameter and length of those pipe lines. In case of Multilayer stacks, the physical area occupied by the Multilayer pipelines/ conveyor/ Railway stacks Telephone cables OFC Lines/Telephone Towers/Electric Cables, Telephone lies etc. shall be considered & the respective users shall be billed accordingly. As far as underground pipelines are concerned, if the user established that the possession of surface area above the underground cross-country pipelines is not physically with them, the area occupied by such pipelines shall be considered as 50% of the diametre and length, for the purpose of levy of Right of Way charges.

- iv. As far as possible, the pipelines may be laid on common-user basis. If any other party wants to use the pipelines, they may be given permission on such Terms as agreed to between the parties and the Port Trust Board.
- v. One Time supervisions charges as a percentage of the cost of laying of pipe lines/conveyors etc. in the port limit shall be paid by the all the parties to the Port Trust. The charges would be applicable even if the supervision is done by third party.
- vi. Port Trust Board would formulate and approve their own policy for one time supervision charges, MGT and additional compensation charges, if any, for granting way leave permission.
- vii. The Port Trust .shall ensure that the wharfage and all other charges due to be paid by the party, shall be paid to the Port Trust for the cargo handled through the pipelines.
- viii. All statutory permissions including that of explosives and fire-safety etc., shall be obtained by the parties concerned from the respective authorities.
- ix. Port Trust shall reserves the right to direct the parties to remove the pipelines modify or re-route the pipelines in the exigencies or interest of the Port and the Party shall carry out the same at their own cost.
- x. The party shall indemnify the Port Trust against all kinds of damages, loss to Port property personnel etc., caused due to laying, maintenance and operation of pipelines.
- xi. The party shall follow all the relevant rules of the Port Trust and other statutory authority such as the Chief Controller of Explosives, Nagpur and also provisions of other relevant statues etc.
- xii. The party shall take adequate safety measures and arrange for patrolling of their pipeline round the clock at their own cost.
- xiii. The Port Trust shall not be held responsible for any loss damages, pilferage etc., of the products from pipelines.
- xiv. Other usual operating conditions as laid down by the Port Trust from time to time would apply.
- xv. "Network for Spectrum (NFS)" of Department of Telecommunication (DoT), the Central Act along with rules will prevail over the Policy Guidelines for Land Management by Major Ports, 2014.

3. **Party hereby covenants with the PPT as follows:**

- (i) To pay the dues to PPT during the term hereby granted, the fee reserved on the day and in the manner aforesaid.
- (ii) To pay enhanced fees, if it is so decided by the PPT from time to time and PPT will intimate the Party by a notice in writing and reserved upon the Party three calendar months prior to the beginning of the month for which enhanced fee is claimed.

- (iii) To pay interest at the rate of 12% (twelve percent) per annum of the fees accruing due from time to time, if the same is not paid on the due date.
- (iv) To use the Port land for the purpose only for which it is permitted subject to such restrictions and conditions as may be prescribed by the PPT from time to time and not to use any other part of the land other than the area for which Right of Way-leave permission has been granted.
- (v) Not to add any structure either temporary or permanent to the existing land without the written approval of the PPT.
- (vi) To keep the land free from encroachment.
- (vii) To pay and discharge at all times during the said term all charges relating to water, electricity and other charges or taxes now or hereafter assessed/ imposed or charged upon the Right of Way-leave Permission.
- (viii) Not to transfer/ sublet this Right of Way-leave permission or part with the possession of the land or any part thereof.
- (ix) To permit the PPT of his authorized agent's at all reasonable times during the said term to enter into the land to inspect the condition thereof.
- (x) To hand over the land in good condition to the PPT on the date of expiry of Right of Way-leave permission, unless and otherwise the said date is extended in writing by the PPT prior to the date of expiry of the Right of Way-leave permission
- (xi) Not to use or permit to be used the land for any purpose other than that for which this Right of Way-leave has been granted.
- (xii) Not to claim any right or interest over the Port land over which Right of Way-leave is granted.
- (xiii) The Right of Way-leave permission shall observe the provisions of laws, rules, by-laws, regulations, orders relating to the port and notifications issued by the Central Government, the Board, Chairman or other Competent Authority from time to time.

Provided further that any statutory power that may be conferred upon the Board, shall automatically be enforceable on the Party and the provisions in that respect shall be deemed to have been incorporated in the Right of Way-leave deed already executed and the same shall be binding on the Party:

4. **Provided always and it is hereby expressly agreed to as follows:**

- (i) That the Party may vacate the land after giving 15 days notice ending with a calendar month in writing to the PPT at any time during the period of the Right of Way-leave permission.
- (ii) That the period of Right of Way-leave permission can be renewed provided the premises is not required by the PPT for his own purpose and at his option.
- (iii) That if any complaint regarding use of the scheduled land for any illegal/Immoral purpose is received and found prima facie to be true by the Paradip Port Trust, the Right of Way leave permission is liable to be cancelled.

- (iv) If the Party contravenes/ breaches any of the conditions of this Right of Way-leave permission shall be liable to pay fine as decided by PPT.
- (v) That if any part of the Port dues hereby reserved shall be in arrear for thirty days, next after the day when the same shall have become due whether the same shall have been demanded or not or if there shall be a breach of any of the Party's covenants herein contained or if the land is required for some purpose of the port or otherwise required by the PPT of which fact the PPT shall be the sole judge, then the PPT may, notwithstanding the waiver of any previous cause or right or re-entry terminate the Right of Way-leave permission by giving the 15 days notice in writing and thereupon Right of Way-leave permission of the Party shall absolutely cease and determine and the Party shall vacate the premises during the notice period and handover the premises to the PPT or to his agent and in the event of such termination the Party shall be liable to pay for all damages, if any, caused to the allotted land, the Party after making the allowances for ordinary ware and tear the value of which as determined by the PPT, shall be binding on the Party.
- (vi) That if the Party shall not handover **the possession after completion of permissible period** or encroach more area of the said \_\_\_\_\_ under Sub-clause (x) of Clause-2, Sub-Clauses (i) and (vi) of this Clause the PPT is hereby as authorised to treat the Party as a trespasser and to evict him and take over possession of the land by applying reasonable force and to claim damages **three times of way-leave charges as per latest SoR** till such encroachment is removed or possession taken by Paradip Port Trust, PPT shall recover the fine for damages as public demand with interest @ 12% (twelve percent) per annum without prejudice to any other action that may be taken by the PPT to recover by suit in the Court having jurisdiction over the area. Provided that if by the date of taking over forcibly possession of the land the Party has still his wares and articles over the land, the same shall be inventoried as per rule and the party shall be entitled to take them under proper receipt within thirty days of the date of such entrustment subject to clearance of all dues and fine if any, failing which the PPT shall be competent to sell the same by public auction and recover the dues to be paid to PPT.

The Party shall be competent to be present in person or through his authorised agent at the time of inventory or sale of the article by public auction:

5. It is hereby expressly agreed that any arrear of Right of Way-leave charges or other moneys accruing to or in favour of the PPT from the party shall be recoverable as a public demand with interest at the rate of 12% (twelve percent) per annum without prejudice to any other action that may be taken by the PPT to recover by suit in the Court having jurisdiction over the area.
6. It is hereby expressly agreed that where the context so requires or admits the expression the PPT, the Party wherein-before used shall include their successor in Officer, heirs agents and assigns.
7. That the difference in rent, if any, due to subsequent recalculation can be realized from the party.
8. Any interpretation of this rule, the decision of the Secretary, Paradip Port Trust shall be final.
9. Arbitration, if any, may be referred to the Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case.

