PARADIP PORT TRUST IMMOVABLE PROPERTIES
(LANDS AND HOUSES)
LEASING AND LICENSING REGULATIONS, 1975

NOTIFICATION

In exercise of the powers conferred by section 123 (b) read with section 34 (2) of the Major Port Trust Act, 1963 (38 of 1963), the Board of Trustees of Paradip Port hereby publish the following Regulations, the same having been published in pursuance of sub-section (2) of section 124 of the said Act and after having it approved by the Central Government as required by sub-section (1) of section 124 thereof, namely:

1. Short title and commencement--

1) These Regulations may be called the Paradip Port Trust Immovable Properties (Lands and House) Leasing and Licensing Regulations, 1975.

2) They shall come into force with immediate effect.

2. Definition -

The words and expressions used in these Regulations shall have the same meaning as are assigned to them under the Major Port Trust Act, 1963.

3. Purpose of Grant of Leases and Licence -

Port lands and houses shall be leased out or licensed at the case may be for the following purposes and for such other purposes as may be decided by the Board from time to time :-

i) To lease out lands to employees of the Board for residential purpose;

ii) To shops and commercial establishments for residence and shopping centres;

iii) For construction of residential housing complex and office building by Public Undertakings and Corporations;

iv) For office and residence of firms and organisations like Shipping Agents, Clearing
and Forwarding and Transport Agencies, Stevedores and other persons, Firms and Organisation connected with Port activities;
v) For port based industries;
vi) For warehousing and godowns;
vii) Land to be utilised for community purposes like Temple, Mosque, Church, Burial Ground, Trenching Ground etc;
viii) For banking and other financial institutions;
ix) For service Co-operatives;
x) To cultural, religious and spiritual organisations;
xii) For such other purposes as may be considered necessary in the interest of Port and township development.
4. Leases and licences shall be granted purely on temporary basis not exceeding thirty years and may also be for a shorter terms.
5. The lessee or the licensee shall execute the lease deed or licence in the forms given at Appendices I and II respectively.
6. Premium for the land to be leased out and the licence fees shall be fixed by the Board from time to time taking into account the cost of land and such other costs as may be incurred for development of the land.
7. The Board shall fix the rent and the licence fees for the lands and houses and the same may be revised by the Board every five years or at shorter intervals as may be decided from time to time.
8. 1) The lessee or the licensee shall act and assist the Port as may be necessary for smooth operations, of the Port and shall not act directly or indirectly in the manner prejudicial to the interest of the Port.

2) The lessee or the licensee shall allow inspection of the land and the house leased out and licensed to him by the officers of the Board to be authorised for the purpose.
9. 1) The lessee or the licensee shall observe the provision of laws, rules, bye-laws regulations orders and notifications relating to the Port issued by the Central Government Board, Chairman or other competent authority from time to time.

2) Any statutory power that may be conferred upon the Board shall automatically be enforceable on the lessee or the licensee and provisions in that respect shall be deemed to have been incorporated in the lease deed or the licence already executed and the same shall be binding on the lessee or the licensee.
3) In the event of the lessee or licensee falling to observe the conditions of the lease or of licence the provisions contained in Regulations 9 aforesaid or both the lease or the licence is liable to be cancelled and the Board shall have the right of re-entry in to
the land and the house in question.

10. If the lessee or the licensee contravenes any of the provisions of these regulations, he shall also be punished with fine which may extend to Rs. 200 (Rupees two hundred) for each occasion and where the breach is a continuing one with further fine which may extend to fifty rupees for every day after the first during which such breach continues.

11. Interpretation

If any question arises as to the interpretation of these regulations, the same shall be referred to the Board for its decision, which shall be final.

**APPENDIX--I**

**THIS INDENTURE** dated this .......................................... day of ................................ two thousand two hundred ................. and made BETWEEN THE BOARD OF TRUSTEES OF PARADIP PORT a body corporate under the Major Port Trust Act, 1963 (Act 38) (hereinafter called the Board/Lessor which expression shall where the context so admits include their successors in office and assigns) of the one part and .......................................................... (hereinafter called the "LESSEE" which expression where not repugnant to the context shall be deemed to include his heirs, executors, administrators, representatives and permitted assigns) of the other part WITNESSETH that in consideration of the rents and covenants on the part of the lessee herein-after reserved and contained the Board of Trustees of Paradip Port hereby demise un to the Lessee for the purpose of ....................... All that piece of land described in the schedule here to and more particularly delineated on Plan No................. hereto annexed together with easements and appurtenances to the said land belonging to therewith usually held and enjoyed (hereinafter called the demised land) to hold the demised land on the Lessee as from the ....................... day of ....................... two thousand and ....................... for the term of ....................... years then the next ensuing yielding and paying therefor unto the Lessor during the said term the annual/monthly rent of Rs....................... (Rupees....................... subject to the right of the Lessor to revise the rent every 5 years or of shorter interval as may be decided and such rent shall be paid at the Accounts Department, Paradip Port Trust on or before the ....................... date of the month/year succeeding that for which such rent is due. Provided always and it is hereby agreed that if the Lessor shall at any time during the said terms consider that the demised land or any part thereof is required for the purpose of the construction or for carrying out of any works or otherwise for the development of the Port or in the interest of the public using the same or in the interest of the Port and shall be desirous on any of these grounds of determining this present lease and such of their desire shall give at least two month's previous notice in writing to the lessee then and in such case immediately on the expiration of the said notice this present lease and every thing herein contained shall cease and be void but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the structures or buildings,
if any erected on the demised land at the time of such determination and the lessee shall have no
claim against the Lessor for such earlier determination of this lease as aforesaid. It is expressly
agreed that Chairman/Secretary/Estate Officer are the authorised officer of the Lessor for the
purpose of implementing the provisions of this lease deed and their action shall be binding on the
parties.

AND THE LESSEE do hereby convenant with the Board/Lessor in manner following that is to
say:

1. THAT the Lessee will during the continuance of the term hereby granted pay the said
   rents hereinbefore reserved and made payable for the revised rent as may be fixed hereafter
   as hereinbefore contained at the times and in the manner at and in which the same are
   hereinbefore reserved and made payable.

2. And also will from time to time and at all times during the said term pay and dis-charge
   all present and future rates, taxes, duties, charges, assessments and outgoings whatsoever
   which are now or may at any time hereinafter be assessed, charged or imposed upon or be
   payable in respect of the demised land and or any structure or building thereon erected by the
   Lessee of the owner, or occupier in respect thereof as herein-after provided.

3. And also will not at any time during the said term without the premission in writing of the
   Lessor first had and obtained erect any building or structure or erection or other structural work
   on the demised land or make any alteration or addition whatsoever in or to any building or
   structures which may hereafter be erected on the demised land without such permission as
   aforesaid. Provided however and it is distinctly stipulated and agreed that no application for the
   grant of such permission will be entertained by the lessor unless they are satisfied that the
   proposed structures or buildings have bearing on the purpose for which the Lessee is taking
   lease of the demised land, the period of the lease and in this respect the decision of the lessor
   shall be final, conclusive and binding.

3-A. And the Lessee will erect building or structure as per the plans approved by the
   Board and will abide by the instructions regarding house plans, etc, or town planning
   purposes as may be issued by the Lessor from time to time.

4. And will not at any time during the said term without such permission as aforesaid open
   work or dig any quarries for clay, gravel or sand in, upon or under the demised land.
   PROVIDED THAT the lessee shall be at liberty to dig pits and make other excavations for the
   purpose of foundations for permanent building or structures the erection which may be
   permitted as aforesaid.

4-A. The Lessee shall faithfully observe and allow all laws, rules, regulations and noti-
   fications whatsoever governing the use of the demised land and structures or building, if any,
   erected or built thereon.

5. The Lessee will not use the demised land or any part thereof or any building or structure
   that may be erected thereon or any petorn thereof for any purposes other than that for
which the demised land is let out to the Lessee save and except with the previous consent of the Lessor first had and obtained in writing.

6. The Lessee will not assign, transfer, underlet or part with the possession of the demised land or any part thereof without the prior consent in writing of the Lessor. In case the permission is granted it may be on such terms and conditions as the Lessor may think fit. If permission is refused the Lessor should not be called upon to assign any reasons for such refusal.

6-A. AND the Lessee will not offer the demised land or any portion thereof as security either in Court of Law or anywhere else without the previous consent in writing of the Board.

6-B. AND the Lessee shall not effect or cause or allow to be effected any change in the formation, constitution or composition of his business or the name of the business without the prior consent of the Lessor.

7. It shall be lawful for the Lessor, their agents and staff at any reasonable time to times to enter upon the demised land with a view to inspect and examine the condition of the same the manner of construction of any building structure or erections for the time being under construction or erection or already constructed, or for the purpose of constructing laying, altering, repairing or maintaining any water-courses, drains, pipes or electric wires in connection, with any adjoining property, the Lessor filling up excavations made and otherwise making good any damage done to the demised land or to property of the Lessee by reason of such repairing, laying altering etc., by the Lessor as aforesaid but the Lessor will not be liable to pay any compensation to the lessee for any damage for any inconvenience that the Lessee may suffer in this connection.

8. The Lessee will not do or suffer to be done in or upon the demised land or any part thereof in or upon the buildings or structures that may be erected thereon any act or thing which shall or may be or become a nuisance, damage, annoyance, inconvenience or danger to the demised land or to the owners or occupiers of any adjoining or neighbouring land or area or premises. Except to the extent of and on the ground that it is necessary for carrying out the operation for the industries for which the lease is granted by the Board.

9. The Lessee shall at all times during the said term be bound to execute to the satisfaction of the Lessor and/or their staff all such works and observe and perform all such rules and conditions which shall appear to the Lessor and/or to their staff or to the sanitary authorities of the district in which the demised land is situated to be necessary or desirable in order to keep the demised land in good sanitary order and condition.

10. The Lessee will at the expiration or sooner determination of the said term or any extended period thereof quietly and peacefully yield up vacant possession of the demised land as a whole up to the Lessor with all buildings, erections and other structures, if any,
erected thereon that shall not have been previously removed by the Lessee.

11. AND PROVIDED ALSO and it is hereby expressly agreed that the Lessee shall construct culverts over all water pipes which may pass through the demised land and over which building or structures may be erected in such manner as shall give to the Lessor their staff and agents free access at all times to the said water pipes.

12. The Lessee shall obtain at his own cost any trade or other “Licence” which may legally be necessary on account of his business.

13. PROVIDED ALWAYS and it is agreed that any arrears of rent or other moneys accruing to or in favour of the Lessor or from the Lessee shall be recoverable as a Public Demand with interest @ 12% per annum without prejudice to any other action that may be taken by the Lessor to recover by suit in the Court having jurisdiction over the area.

14. ANY statutory powers hereafter conferred upon the Lessor shall automatically apply to the demise & property and provisions in the respect shall be deemed to be incorporated in these presents and the Lessee shall be deemed to have constructive notice thereof.

15. ANY NOTICE required to the Lessee hereunder may be served on the Lessee by sending the same through the registered Post addressed to him at the address above-mentioned and shall be deemed to have been duly served on him on the day next subsequent to the day on which it was posted.

16. THE LEASE deed after registration shall remain in the custody of the Lessor. The costs of preparing stamping and registering the lease shall be borne by the Lessee and also the cost of a counterpart or a copy if required by the Lessee.

17. The Lessee shall on or before the execution of these present deposit with the Lessor in cash a sum equivalent to........................ years/months rent as security for the due payment of the rent hereby reserved and due observance and performance of the covenants and conditions on the part of the Lessee herein contained. It shall be lawful for the Lessor to appropriate and apply the said sum towards the payment of rents or any moneys, loss, costs or damages due to or suffered by the Lessor in respect of or arising out of these presents. Should the Lessor desire not to exercise the said power of appropriation then after the Lessor receive back vacant and peaceful possession of the demised land at the termination or determination of these presents the Lessor shall pay over such money to the Lessee or to his legal representatives which shall be a valid discharge as against the Lessor. Should the Lessor exercise the said power of appropriation so as in part to exhaust such money then upon the Lessor receiving back vacant and peaceful possession of the demised land at the termination or determination of these presents any balance not appropriated shall be paid by the Lessor to the Lessee or to his legal representatives which shall be a valid discharge as aforesaid. The Lessor shall not be bound to make any such appropriation and failure to do so at any particular time shall not be deemed to be a waiver. The Lessor shall be entitled without prejudice to the said power of appropriation to exercise any other rights or remedies which the Lessor may in law or under these presents have before making any such appropriation and may subsequently after exercise of any
such rights effect such appropriation,

18. THE Lessee shall during the entire term of the demise properly maintain the bounda-
riserise of the demised land by masonry pillars of fencing to be built and erected at his own cost.
PROVIDED ALWAYS that in the event of the Lessee failing to do so the Lessor shall without
prejudice to their other rights under these presents at their absolute discretion be at liberty to
carry out the work aforesaid in such manner as they shall in their absolute discretion think fit
and proper and to recover from the Lessee the amount spent by them for the purpose.

19. THE Lessee shall not exhibit or allow to be exhibited any advertisement or placards or
other mode of representation on above or within or outside the demised land and or the
buildings or structures standings thereon or any part thereof without the prior written
permission of the Lessor except name boards and sign boards of any nature relating to the
business of the Lessee himself or his tenants duly authorised by the Lessor subject to the
Lessee or the tenants complying with the Port Trust Rules or Regulations for the same for the
time being in force. *5 Provided that in the event of the lessee entering into mortgage or
hypothecation agreement with its financiers subject to clause 6 of the covenants, the name of
the financiers may be exhibited on the demise of mortgage properties.

20. THE Lessee shall not on any account encroach or allow or suffer any encroachment to be
made upon the land reserved as margin of safety along side the Railway siding and/or on the
Railway track in any manner whatsoever nor shall encroach or allow or suffer any encroachment
to be made upon the road or any portion of the land surrounding the land hereby demised or upon
any other land whatsoever. In the event of the Lessee committing a breach of any of the term
contained in this clause he shall in addition to all other right conferred on the Lessor under these
presents be liable to pay to the Lessor damages at such rate and for such period as the Lessor
shall in his absolute discretion think fit and proper PROVIDED ALWAYS that in the event of a
breach of the covenants contained in this clause on the part of the Lessee to be observed the
Lessee shall in addition hold the Lessor harmless and indemnified against any loss damage claims
or action what soever that the Lessor may be put to or the Lessor may incur in any way relating
there to or arising therefrom.

And the Lessor hereby convenant with the Lessee in the manner following.

1. THAT Lessor will at all times during the said term pay the owners Share of taxes payable in
respect of the demised land but not any taxes in respect of the building or structures that may
hereafter be erected thereon by the Lessee.

2. AND that the Lessee paying the rent hereby reserved and observing each and all the serval
covenants conditions and agreements herein contained and on his part to be performed and
observed shall and may peacebly and quitly hold the demised land during the term hereby
granted or any extension thereof without any interruption or disturbance from or by the Lessor *6
and/or his permitted mortgage is or assignees.
PROVIDED ALWAYS and these presents are upon the express conditions that if the said monthly/annual rent herein before reserved or any part thereof shall at any time be in arrear and unpaid for thirty days after the same shall have become due (whether demanded or not) or if the Lessee shall at any time commit a breach of or fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained including the conditions laid down in this clause, and on his part to be paid, performed and observed or if the Lessee shall become insolvent or commit an act of insolvency or be adjudicated insolvent or enter in to a composition or arrangement with his creditors or suffer any execution proceedings to be levied or a Receiver to be appointed in respect of any of his property and effects then and in any of such cases it shall be lawful for the Lessor to forthwith stop all railway booking facilities of the Lessee and it shall also be lawful for Lessor or any officer duly authorised by them without notice at any time thereafter into and upon the demised land or any part thereof to re-enter, repossess and enjoy as if these presents had not been made but without prejudice to any right or action or remedy of the Lessor in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions by the Lessee herein contained. *7

PROVIDED further and these presents are also upon the express conditions that in the event of the demised land not being put into use or utilised for the purpose for which the land is demised within the period of ......................... from the date of the lease, the Board shall be at liberty immediately thereafter to resume the demised land, after giving one month’s notice in writing to the Lessee.

AND it is hereby agreed and declared that if the lease hereby granted shall not be determined under any of the provisions herein before contained and if the Lessee shall be desirous of taking a new lease of the demised land for a further term........... after the expiration of the aforesaid term of ................... hereby granted and shall at least 2 calender months before the expiration thereof signify such of his desire by a notice in writing to the Lessor, the lessor may on or before the expiration of the said term.................. PROVIDED ALL the covenants and conditions hereinbefore contained shall have been duly performed and observed by the Lessee up to that time, make and execute to the Lessee, all costs and charges thereof being payable by the Lessee a new and effectual lease or the demise land for a further term as may be decided by the Lessor from the expiration of the said term of .................. at such increased rate of rents as may be fixed and with and subjected to the like covenants conditions and provisions as are in and by these presents/reserved and contained excluding/including the present proviso for renewal and proviso for increased rate of rent and so on and subject to above and in like manner grant.................

FURTHER periods of lease as may be decided by the Lessor.

AND it is also hereby agreed and declared that the Lessee may at any time prior to the expiration of the said term of .................. or any renewal thereof of previous determination under the proviso for determination first herein-before contained remove at his own cost all buildings or structures and fixtures, if any, erected or set up by or belonging to the Lessee on the demised land all buildings, structures and fixture not so removed shall all

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the expiration or previous determination of the said term of ....................... or any renewal thereof as the case may be become the absolute property of the Lessor *8 may be taken over by the Lessor on payment of compensation to be determined by the Lessor based on market value PROVIDED that on any such removal the surface of the demised land shall be restored and revelled by the Lessee at his own costs as it was at the time of this lease and to the satisfaction of the Lessor.

PROVIDED ALSO and it is hereby agreed and declared that notwithstanding anything herein before contained if this lease shall be determined by the Lessor by at least 2 months’ notice in writing under the power in that behalf hereinafter reserved the Lessee shall be entitled at any time after such notice and before such determination to give notice in writing to the Lessor requiring them to purchase all buildings, structures and erections erected by the Lessee with the permission of the Lessor in writing as provided in clause 3 hereof and at the time of such 2 months’ notice from the Lessor standing and being on the demised land and in case such notice shall be given the Lessor may if they so decide to purchase such buildings or structures and erections accordingly (but without any plant or machinery therein or elsewhere upon the demised land whether attached there to or not) and in the event of the Lessor deciding to purchase the buildings and erections aforesaid the price to be paid therefor shall be assessed by any authorised officer of the Lessor whose decision shall be final and binding on both the parties. *9 “Provided that the Lessor may resume the property and determine the Leasehold” if it is necessary for a “Public Purpose” after giving six clear calendar months notice in writing to the Lessee and on payment of compensation at the market value for all the constructions made on the demised premises with the consent of the Lessee.”

IN WITNESS WHEREOF these presents have been executed the............. day, month and year first above written.

GIVEN under the common seal of the Board for the Port of Paradip and duly signed in the presence of..............................
Signed, sealed and delivered by the above name..............
in the presence of .........................
Witness .............. Lessees.
1. 
2. Secretary
Paradip Port Trust

APPENDIX II

This licence 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 licensor) of the one part and Mr./M/s............................... ......................... hereinafter called “the license” of the other part, whereas the licensee had been allotted ............ ........ 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
NOW THIS DEED WITNESS AS FOLLOWS

1. i) In pursuance of the said agreement and in consideration of the licence fee hereinafter reserved and of the covenants by the licensee hereinafter contained, the licensor hereby allows the licensee the use and occupation of the premises described in the schedule annexed hereto.

   TO HOLD the premises hereby demised on to the licensee for a term of .................. years from the date of .................... 19.. up to the day of ............ 19..... paying thereof during the said term the monthly licence fee of Rs. .............. (Rupees.............. ) on or before the 25th day of the month preceding the month for which the licence fee is payable by depositing the same in the Accounts Department, Paradip Port Trust during office hours.

   ii) That the licensee before occupying the ........ shall pay a sum of Rs.......................... only towards security deposit which may be refunded to the licensee after satisfactory completion of the terms and conditions of the covenants herein contained fulfilling the conditions of the allotment and the licensor reserves the right to adjust any amount for such damages, if any, at the completion of the term and the licensee shall not have any right to claim interest over the security deposit. The licensor 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 licensee.

2. The licensee hereby covenants with the licensor as follows :

   i) To pay up the licensor 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 licensor and intimate to the licensee by a notice in writing and reserved upon the licensee 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 percent (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 premises for the purpose only for which it is allotted subject to such restrictions and conditions as may be prescribed by the licensor from time to time and not to use any other part of the premises other than the area which is licensed hereby.

   v) To keep the premises neat and clean and not to cause any damage to the building or its boundary or its fitting and fixtures and not to add any structure either temporary or permanent to the existing premises without the written approval of the licensor.

   vi) To keep the premises always well lighted and in or candle fire or any kind whatsoever

*1 to *9 Deleted, substituted and added vide our Notification in the Orissa Gazette No. 6918, August 17, 1979.
inside the premises.

vii) To pay and discharge at all times during the said term all charges relating to water, electricity and other fees or taxes now or hereafter assessed/imposed or charged upon the premises.

viii) Not to transfer this licence or part with the possession of the premises or any part thereof without the written permission of the licenser.

ix) To permit the licenser of his authorised agents at all reasonable times during the said term to enter into the premises to inspect the condition thereof.

x) To handover the building in good and complete shape to the licenser on the date of expiry of the agreement, unless and otherwise the said date is extended in writing by the licenser prior to the date of expiry of the licence.

xi) Not to use or permit to be used the premises for any purpose other than that for which this licence has been granted.

xii) Not to claim any right or interest in the property licensed hereby.

xiii) The licensee shall observe the provisions of laws, rules, bye-law, 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 licensee and the provisions in that respect shall be deemed to have been incorporated in the licence deed already executed and the same shall be binding on the licensee.

3. Provided always and it is hereby expressly agreed to as follows :-

i) That the licensee may vacate the premises after giving 15 days notice ending with a calendar month in writing to the licenser at any time during the period of the licence.

ii) That the period of licence can be renewed provided the premises is not required by the licenser for his own purpose and at his option.

iii) That if any complaint regarding over charges of the usual rate or non-availability of the articles of sale of bad, stale and adulterated food with which the license deals is received by or reported to or comes within the notice or knowledge of the licenser, the licence is liable to be cancelled.

iv) If the licensee contravenes any of the conditions of this licence he shall be punished with fine which may extend to Rs. 200 (RUpees two hundred) for each occasion where
the breach is a continuing one; with further fine which may extend to Rs. 50 (Rupees fifty) only for every day after the first during which such breach continues in addition to the compensation to the extent of loss that the licenser may suffer for such breach.

v) That if any part of his fees 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 licensee’s covenants herein contained or if the building is required for some purpose of the port or otherwise required by the licenser of which fact the licenser shall be the sole judge, then the licenser may, notwithstanding the waiver of any previous cause or right of reentry terminate the licence by giving 15 days notice in writing and thereupon licence of the licensee shall absolutely cease and determine and the licensese shall vacate the premises during the notice period and handover the premises to the licenser or to his agent and in the event of such termination the licensee shall be liable to pay for all damages, if any, caused to the building, its fittings and fixtures by the licensee after making the allowances for ordinary ware and tear the value of which as determined by the licenser, shall be binding on the licensee.

vi) That if the licensee shall not deliver up possession of the said ................................ under sub-clause (x) of clause-2, sub-clauses (i) and (vi) of this clause the licenser is hereby authorised to treat the licensee as a trespasser and to evict him and take over possession of the premises by applying reasonable force and to claim damage to the extent of Rs. 200 only as a fine for each occasion and when the breach is a continuing one, with further fine which may extend to Rs. 50 for every day after the first during which such breach continues for breach of covenant for voluntary making over possession and the said damages, fine, etc., shall also be recoverable as the 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 licenser to recover by suit in the Court having jurisdiction over the area. Provided that if by the date of taking over forcible possession of the premises the licensee has still his wares and articles inside the rooms, the same shall be inventorised in the presence of two gentlemen of the locality and made over to the custody of Zimandar from whom the licensee shall be entitled to take them under proper receipt within thirty days of the date of such entrustment failing which the licenser shall be competent to sell the same by public auction and hold the price thereof in deposit till the licensee agrees to take it less the cost of sale by auction.

The licensee shall be competent to be present in person or through his authorised agent at the time of inventory or sale of the articles by public auction.

Provided further that the licenser is hereby authorised to reimburse himself all his dues, claims and damages out of the sale proceeds before the balance is held in deposit as provided in the previous proceedings.

4. It is hereby expressly agreed that any arrear of licence fee or other moneys accruing to or in favour of the licenser from the licensee 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 licenser to recover by suit in the Court having jurisdiction over the area.

5. It is hereby expressly agreed that where the context so requires or admits the expressions the licenser, the licensee wherein before used shall include their successor in office, heirs, agents and assigns.

6. That the difference in rent, if any, due to subsequent recalculation can be realised from the licensee.

7. In witness whereof the parties before to have put their hands and seals on the dates respectively mentioned under their signature.

Secretary, Paradip Port Trust

______________________________________________

i. Signature on behalf of the licenser, i.e., the

ii. Board of Trustees, Paradip Port Trust.

____________________________________________________________________

Signature of the licensee In the presence of witness:

i.

ii.

Schedule of premises... Sector No.

Paradip Port in the district of Jagatsinghpur under the jurisdiction of sub-Register size of the buildings.

____________________________________________________________________

NORTH:

SOUTH:

Bounded by:

EAST:

WEST:

Signature of the Licensee ........ Signature of the Licenser

____________________________________________________________________

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