

No. 801/5527/HRG/GENL/DE
Govt of India, Ministry of Defence
Directorate General Defence Estates
Raksha Sampada Bhawan
Ulan Baatar Marg, Delhi Cantt
New Delhi-110010

06 June 2014

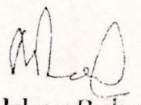
To,

The Principal Director DE
Southern/ Eastern/Western/Central/Northern/South Western Command
Pune, Kolkata, Chandigarh, Lucknow, Jammu, Jaipur

Sub: Standardisation of Lease Agreement with port Trust Authorities.

1. Please find enclosed copies of Ministry of Defence I.D/AQ/0101/Infra/691/D(CG) dated 04/06/2014 and Ministry of Shipping(Ports Wing) letter No.PD-13014/2/2013-PD-IV dated 08.05.2014 alongwith copy of Standard Lease Agreement(SLA) for information and necessary action.
2. The Standard Lease Agreement (SLA) to be executed between the Govt. Department (Indian Coast Guard, MoD) and the Major Port Trusts when lands are taken on long term lease from various port trusts, has been duly approved by the Ministry of shipping vide their letter under reference. The SLA has been vetted by LA (def) and approved by the MoD.
3. It is requested to disseminate the same to all concerned DEOs/ADEOs under your jurisdiction.

O/C


(A Sekhar Babu)
DDG (Hrg/Acq)
for Director General Defence Estates

Encls: as stated

O/C

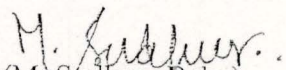
Ministry of Defence
D(CG)

Subject: Standardisation of Lease Agreement with Port Trust Authorities.

Reference is invited to DGDE note 801/5527/HRG/CG/GENL/DE (Vol.II) dated 19-05-2014 on the above mentioned subject.

2. ~~The Standard Lease Agreement (SLA) to be executed between Major Ports and Indian Coast Guard for leasing immovable properties of Major Ports has been promulgated by Ministry of Shipping on 08-05-2014 (copy enclosed).~~

3. The above SLA has been recommended by Ministry of Defence for execution of the same in all the relevant cases where the port-land is leased by Indian Coast Guard.


(M. Sudheer Babu)
Under Secretary (CG)
Tele: 23013858

✓
DDG(HRG/Acq) [Sh A Sekhar Babu]
O/o Director General Defence Estate, New Delhi

MoD/I.D/AQ/0101/Infra/691/D(CG) dated 04-06-2014

Copy to:-

Director (Infra)/ CGHQ

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING
(PORTS WING)



50

Transport Bhavan,
1, Parliament Street,
New Delhi-110 001

No.PD-13014/2/2013-PD-IV

Date: 08/05/2014

To

All Chairmen,

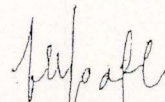
Major Ports.

Sub: Standard Lease Agreement between Major Ports and Indian Coast Guard/Ministry of Defence.

Sir,

The undersigned is directed to enclose herewith a Draft Lease Agreement which is required to be used for entering into agreement by the Major Ports with the Coast Guard in respect of various immovable properties.

2. This issues with the approval of Secretary(S).


(Sambit Tripathy)
Director
Tel. No. 23350647

Copy to:

1. Sh. K. Natrajan
Inspector General,
Deputy Director General(P&P),
Coast Guard Headquarters,
Directorate of Infra & Works

LONG TERM LEASE WITH GOVT. DEPARTMENT (INDIAN COAST GUARD,
MOD) IN RESPECT OF LEASING OUT PORT TRUST LANDS

LEASE DEED

THIS INDENTURE MADE ON THE (day) the DAY OF (month) of Two thousand ~~and _____~~ between the Board of Trustees of the Port of _____ a body corporate, duly constituted under the Major Port Trusts Act, 1963, (Act 38 of 1963) represented by its __ (designation) _____ Sri _____ S/o _____ and having Office at _____ (Address) _____ in the State of _____, hereinafter referred to as "**THE LESSOR**", which expression shall unless excluded by or repugnant to the context be deemed to include its successors or permitted assigns of the one part

AND

The President of India herein after referred to as the Government of India or **Lessee** represented by the _____ (Designation) _____, the delegated authority/officer Shri _____ S/o _____ and having office at (Address) _____ hereinafter called "**THE LESSEE**", (which expression shall unless excluded by or repugnant to the context be deemed to include the Department named above, its successors and permitted assigns) of the other part.

Whereas the **Lessee** has applied to the **Lessor** vide letter dated _____ to grant the right to have the lease hereinafter mentioned of the piece of land at ___ in portions of Survey No. _____ of _____ village hereinafter described, belonging to the **Lessor** and the **Lessor** has acceded to such application vide its

letter No. ____ dt. ____ upon the terms and conditions hereinafter set-forth and
whereas the **Lessee** has Paid;

(UPFRONT MODE)

An amount of (i) Rs. _____ /- towards provisional upfront premium **for 30 years**,
~~(ii) Rs. _____ /- towards advance nominal rent (i.e., @Re.1/- per sq.mtr. per
annum) for one year from the date of taking possession of the land.~~

(ANNUAL RENTAL MODE)

An amount of (i) Rs. _____ towards provisional rent (as per S.O.R.) in advance for
period of one year from the date of taking over possession of the land, (ii) Rs. _____
towards non refundable premium which is equivalent one year rent as per S.O.R. vide
C.R. No. _____ Dt. _____ at the Office of the Financial Advisor & Chief
Accounts Officer of the **Lessor**. Apart from the above the **Lessee** has also deposited
with the Financial Advisor & Chief Accounts Officer of the **Lessor**, a further sum
equivalent to five years rent or 25% of **total lease rent of 30 years** (as per S.O.R.)
whichever is lower amounting to Rs. ____ vide C.R No. _____ Dt. _____ towards
refundable security deposit which will be kept and will be refunded at the end of the
lease period or on the date of termination of the lease during the currency of the lease
period while the leased out land is handed over back to the _____ (Port) ____ in
good condition. This refundable security deposit amount does not carry any interest.

The Lessor put the **Lessee** into possession of the piece and parcel of the land
described hereunder and whereas the **Lessee** according to the specifications approved
by the Board of Trustees of the **Lessor** and certified by the _____ (designation)
_____, the Delegated authority of the **Lessor**, intends to build structures like
_____ (office, storage shed etc.) _____ and facilities connected with
lease, drains, sewages etc., in a substantial and workman like manner with new and
sound materials all of which are for the purpose of and use

as _____ (purpose) _____ and the said structures and buildings are intended to be demised for use and occupation as a _____ (purpose) _____ and for no other purpose whatsoever but subject to the terms and conditions in that respect hereinafter contained. If the **Lessee** violates the condition and chooses to utilize the premises for other purpose/(s) the lease is liable for termination, in which case the **Lessee** is not entitled for any type of compensation whatsoever.

Now this indenture Witnesseth that in pursuance of the above said agreement and in consideration of the rent of Rs. _____ paid to the **Lessor** as aforesaid and of the rent hereby reserved and the covenant and agreements on the part of the **Lessee** hereinafter contained, the **Lessor** doth hereby demise unto the **Lessee**, all that piece and parcel of the land situated in Survey No. _____ of _____ village in the Registration Sub-District of _____ (place) _____ containing by admeasurements Acres/Sq. Yds. _____ or hectares _____ or thereabouts bounded as follows:

That is to say:

On or towards the North by _____ :

On or towards the South by _____ :

On or towards the East by _____ :

AND

On or towards the West by _____ :

Premises are registered in the records of the Harbour Survey No. _____ of _____ village and are situated in the Registration Sub-District of _____ (Place) _____ which said premises hereby demised are delineated and more particularly described in the plan thereof drawn and annexed hereto in Drawing No. _____.

TERMS
OF
LEASE

Together with the buildings and erections now erected and built thereon by the **Lessee** and all rights easements and appurtenances belonging to the said premises except and reserved to the **Lessee** and his past and future assigns and owners or occupiers of adjoining part of the said estate the right to make all such arrangements in upon under or through the lands and buildings hereby demised in any manner the **Lessor** may consider expedient as necessary for the purpose of running of water and soil from adjoining Lands and Buildings now or hereafter to be erected thereon and to

PERIOD
OF
LEASE

make connection with pipes etc., for the purpose. ~~PROVIDED ALWAYS that the Lessee~~ shall not be entitled to any right to access or light or air to buildings erected or to be erected on the land hereby demised which would restrict or interfere with the free use of any adjoining neighboring land for buildings or other purposes and further that no estate or interest in the soil of the roads etc., adjacent to the land hereby demised is or shall be deemed to be included in this demise. TO HOLD the said premises unto the **Lessee**, their executors, administrators and assigns for a term of (**years**) from the date of handing over premises. The lease shall not be automatically renewable. The lease shall be extended as per mutually agreeable terms and conditions. Excepting and reserving unto the **Lessor** all mines, mineral substances of every description in or under the premises hereby demised with full right and liberty at all times to do all acts and things which may be necessary or expedient for the purpose of searching for digging, working, obtaining removing and enjoining, the same making the **Lessee** reasonable compensation for all damages done.

RENT

YIELDING AND PAYING for the said land and premises during the said term rent at the following rates

(IF THE LEASE IS ON UPFRONT MODE).

An initial lumpsum amount of Rs. _____ towards upfront premium and the nominal rent will be at the rate of Re. 1/- per sq.mtr. per annum up to 30 years i.e., _____/- from the date of handing over of the land payable in advance in one installment on or before 31st July of each year and thereafter with the grace period of one month i.e., 31st August of each year, whether the rent is legally or formally demanded or not. The yearly rent shall be paid only through D.D. / RTGS (E-payment)/ cheques issued by Department of Defence, good for payment.

(IF THE LEASE IS ON ANNUAL MODE)

The rent will be at the rate of Rs. _____ per Sqmtr/acre/hectare per annum (as per S.o.R) upto _____ with an escalation of 2% (Compoundable and as revised) as per S.o.R. every year payable yearly in advance in one installment on or before 31st July of each year and thereafter with the grace period of one month i.e., 31st August of each year, whether the rent is legally or formally demanded or not. The yearly rent shall be paid only through D.D./RTGS (E-payment)/Cheques issued by Department of Defence, good for payment.

The lease rent for every 5 years (quinqueunnum period) shall be revised subject to the condition that the annual rent shall not at any stage be less than the preceding years rent. The **Lessee** shall not question the valuation so made and shall abide by the fixation made by the **Lessor** thereon. The **Lessee** shall be liable to pay the lease rent at a higher rate whenever the schedule of rates is revised upwards.

And the Lessee doth hereby covenant with the Lessor as follows:-

COVENANTS
BY THE
LESSEE

1. That the **Lessee** during the said term of lease will pay at the Office of the **Lessor** at _____ (place) _____ the yearly rent hereinbefore reserved without any protest or whatsoever upon the days and in the manner aforesaid.

TO PAY
RENTS

2. That the **Lessee** will also pay all rates, taxes, service charges, Non-agricultural land assessments and any other assessments or outgoings now payable or hereafter become payable either levied by the Central/State Government or by the local authorities etc; in respect of the said premises and any buildings and service charges payable to the **Lessor** for the time being standing of the said piece of land or any part thereof and any buildings or structures etc; that may be constructed in future thereon.

TO PAY RATES
TAXES
ASSESSMENTS
AND OTHER
OUT-GOINGS

TO COMPLETE BUILDINGS 3. That the **Lessee** at his own expenses shall complete and finish fit for habitation and use of the said buildings with all requisite and proper walls, fences, sewers drains and other conveniences thereon within 24 calendar months from the date of these presents or within **12 months** further time as the **Lessor** may grant. If the **Lessee** fails to create the facilities as mentioned above, the lease is liable for termination under due process of law with prior notice.

4. The **Lessee** shall commence the construction of the work after forwarding the plan to the Lessor.

TO OBSERVE LEGAL RULES AND REGULATIONS OF LESSOR AS TO BUILDINGS 5. That the **Lessee** will both in the completion of the said buildings and conveniences and at all times during the continuance of this demise observe and confirm to all such rules and regulations of the **Lessor** as shall for the time being be made or remain in force and also such rules and regulations as may be enacted or enforced by the **Lessor** from time to time which may during the period of this lease have jurisdiction regarding land or building over the land herein comprised or any part thereof.

DRAINS 6. That the **Lessee** will at their costs and expenses make all drains on the said premises to the satisfaction of the **Lessor** and lead all such drains into any drains or sewers which are or may be hereinafter constructed in any street adjoining the said premises accordingly as he may be directed by the **Lessor** and in connection with such drains the **Lessee** shall set up construct and make all pipes, manholes, covers, inspection pits, traps, vents, gratings and such other like things as may be necessary and the **Lessee** shall whenever called upon by the **Lessor**, aforesaid make and do all such alterations in the said drains, pipes, manholes and other things as necessary.

PROJECTIONS 7. That the **Lessee** will not during the continuance of this demise make or allow any door on the said premises to open outwards and will not make or allow any projection on account of verandahs or sunshades or for other purposes over any boundary of the premises hereby demised.

REPAIR OF 8. That the **Lessee** will at their own expenses provide, maintain and keep in good
DRAINS repair and cleanse the drain sewers and gutters leading from the said buildings and premises latrines and privies and all pipe, manhole, covers, inspection pits, traps, vents grating and such other like things as aforesaid in such manner as they may require without requiring any notice in that behalf from the **Lessor** or any other person or persons whomsoever or as may be required by the **Lessor**.

REPAIR OF 9. That the **Lessee** shall during the said term hereby granted at their own expense
PREMISES when need shall required and whether called upon by the **Lessor** so to do or not well
BUILDINGS and substantially repair support pave cleanse and keep in good and substantial repair
ETC (including all usual and necessary internal and external painting, colour and white-washing) to the satisfaction of the **Lessor** the said premises and buildings and the walls, pavements, drains and fences thereunto belonging and also fixtures and additions thereto.

INSPECTION 10. That the **Lessee** shall permit the **Lessor** and all its workmen or others
OF PREMISES employed by the **Lessor** at any time when the occasion shall require during the term hereby granted with prior notice in writing and as mutually agreed dates to enter into and upon the said demised premises and the buildings thereon to view the condition thereof and of all defects for want of repair there found to give notice in writing on or at the said premises for the **Lessee** to repair the same within which said time the **Lessee** will repair and make good all such defects and want of repair as aforesaid to the satisfaction in any respects of the **Lessor**.

ALTERATIONS 11. That the **Lessee** will not cut or maim any of the principal walls of the buildings (for the time being) on any part of the ground hereby demised or make or permit to be made any alterations or additions to the said buildings /jetty either externally or internally or in the architectural design or decoration thereof without the previous consent in writing of the **Lessor** for that purpose.

RESTRICTIONS
ON USE TO
WHICH
PREMISES ARE
TO BE PUT

12. That the **Lessee** will not without the previous consent in writing of the **Lessor** use or permit the said land or premises or any part thereof to be used for any purpose whatsoever other than for a _____(purpose)____ PROVIDED nevertheless that with the previous consent in writing of the **Lessor** the said premises may be used for any other purpose not prohibited by any laws or regulations but in either case the **Lessee** will be required to comply strictly with such rules and regulations of the **Lessor** as may be for the time being in force or be imposed hereafter in regard to the nature of occupation upon the Estate of which the piece of land hereby demised forms part and in the event of the **Lessor** consenting to the said premises being used and occupied for _____(purpose)____ the **Lessee** shall absolutely bound by the directions of the **Lessor** as to the nature of the occupation upon the said premises and by any restrictions which may from time to time being imposed by **Lessor** as to the Trade which may be carried on and conducted therein. If the **Lessee** fails to utilize the premises for the purpose for which it is leased, the lease is liable for termination under due process of law with prior notice.

13. That the **Lessee** will not do or cause or suffer to be done upon the said premises any act which shall in the opinion of the Chairman, **Port Trust** whose decision in this respect shall be final be or grow to be or is likely to be violative of or in deviation of the purpose of lease or any un-lawful or inconvenience to the **Lessor** or any of its **Lessees** or tenants or occupants of any neighboring premises. That the **Lessee** shall indemnify the **Lessor** against any damage to any property adjacent or neighboring to the demised land suffered by the **Lessor** or any one claiming through him or other **Lessees** of **Lessor** as a result of fire accident, occurring in the demised land or any other cause irrespective of the consideration whether such fire or accident occurs under circumstances beyond the control of the **Lessee** or not.

14. That the **Lessee** will not at any time during the continuance of this demise affix or display or permit to be affixed or displayed on the said demised premises or part thereof or on the roof or external walls of any building or erection for the time being thereon any sign-boards, sky-signs or advertisements painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character unless the consent in writing of the **Lessor** shall have previously been obtained and unless any such sign-board sky-sign or advertisement or permanent or

NOT TO AFFIX
DISPLAY
SIGN-BOARDS,
SKY-SIGNS OR
ADVERTISEMENTS
ETC

temporary attachment shall have been previously approved by the **Lessor** or any subordinate Officer deputed for the purposes.

SANITATION 15. (a) All rules and Regulations and bye-laws of the **Lessor** relating to health and sanitation which may be in force from time to time shall be conformed to by the **Lessee** and the **Lessee** shall either provide sufficient water borne septic tank latrines only for the laborers and workmen employed on the said land as may be required by the **Lessor**. The **Lessee** shall not without the consent in writing of **Lessor's** permit to any laborers or workmen employed by them to live upon the said land and in the even of such consent in writing being given shall comply strictly with the terms thereof.

TO OBSERVE ALL RULES AND DIRECTIONS REGARDING REMOVAL OF REFUSES ETC 15. (b) That the **Lessee** shall observe and perform all such rules and shall carry out all such directions as may from time to time being made or given by the **Lessor** with regard to the removal of the refuses and other like things and to the sanitary improvement of the demised premises and buildings or otherwise and shall remove the said refuses and other things at the cost of **Lessee**.

TO MAKE ALL MEASURES FOR PREVENTION OF MOSQUITOES AND MALARIA 16. That the **Lessee** shall at their expense take all such measures for the prevention of the breeding of mosquitoes and malaria as shall be required by the **Lessor**.

17. (a) That the **Lessee** shall not make any excavation upon any part of the land nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming the foundations of the buildings or turning or making arch vaults on the said land and in each and every case all stone, sand, gravel, clay or earth removed by the **Lessee** from the said land for any of the purposes aforesaid shall if the same is not used for and in connection with the construction of the said buildings or conveniences be the property of the **Lessor** and the **Lessee** shall have no right or claim whatsoever thereto.

17. (b) That the **Lessee** shall not dig or excavate any tank in the demised premises not except as stated in clause (a) above remove any gravel, sand, stone or earth there from nor shall do any excavation but they may make a well therein with the written consent and approval of the **Lessor** in such manner as indicated and shall maintain the said well upon such terms and conditions, the **Lessor** shall from time to time determine.

TO
CONSTRUCT
CULVERTS

18. That the **Lessee** shall at their cost construct suitable culverts, over drains or water pipes at the entrances or over any open drains which may have been built or which may be built in future at the side of the road adjacent to the demised premises.

TO ERECT
BOUNDARY
WALLS AND
ENTRANCE
GATES

19. That the **Lessee** shall at their cost erect boundary walls round the demised premises and at such cost erect entrance gates thereto within the period as notified by the **Lessor** and shall keep and maintain the same in good order and condition. A clear space should be left vacant all-round from the inside face of the compound wall. ~~The bottom-most footing of the compound wall should be within the leased premises.~~

TO YIELD UP
PREMISES IN
REPAIR AT END
OF TERM

20. The **Lessee** agrees to remove the structures, erections etc; which have been built and which shall have been built thereon during the said term and all drains and appurtenances thereto and also together with all fixtures, windows, doors, shutters, fastenings, water closets, cisterns, partitions, fixtures, process shelves, pipes, pumps, rails, poles, locks and all other fixtures before the last day of the lease period when the renewal of lease is refused by the **Lessor** and handover vacant possession of the land in the condition in which it was given on lease to the **Lessee**. If the **Lessee** fails to hand over the vacant possession of the land after removing the structures etc; before the last day of the lease period when renewal of lease is refused by the **Lessor**, the **Lessee** agrees to leave the structures as they are without claiming any compensation for the said buildings etc; if any of the buildings is removed in portion, the **Lessor** is at liberty to get the same removed at the cost of the **Lessee**. If these presents shall be determined in pursuance of condition No. 4 of the General Provision hereunder, then the Lessor shall pay to the Lessee compensation for the buildings as provided in the said clause.

ASSIGNMENTS

21. That the **Lessee** shall not during the continuance of this demise directly or indirectly assign or transfer whether by sale, mortgage, gift, sub-lease, exchange rent or otherwise dispose of or part with the possession of the demised premises and the land or any part thereof without the previous consent in writing of the **Lessor**. If the **Lessor** is to consider the request of the **Lessee** to accord permission, the **Lessor** may accede such request upon such terms and conditions that the **Lessor** may impose from time to time and the **Lessee** shall follow such conditions the **Lessor** may impose in this regard. Any sub-letting, assignment without the prior approval of the authority, which sanctioned the lease, shall make the lease liable for cancellation.

TO MAKE
ARRANGEMENTS
FOR INGRESS
AND EGRESS
FROM ROADS

22. That the **Lessee** shall at their cost make arrangements for ingress and egress from the roads to the demised premises if and where necessary and the **Lessor** shall have no concern therewith.

LESSEE
ALWAYS TO
HAVE A
REPRESENTATIVE

23. That the **Lessee** will at all times hereafter during the continuance of the term hereby granted have and keep the **Lessor** informed of their authorized representative residing and having office at ____ (place of the Port) ____ where shall for all purposes whatsoever in connection with the lease fully and effectually represent him AND that the **Lessee** will in every respect ratify and confirm all and whatsoever the said authorized person may do in the premises AND the **Lessor** doth hereby covenant with **Lessee** as follows:

24. That the **Lessee** shall obtain all statutory clearances as may be required by Law including environmental clearances and explosive clearances etc; and shall follow the said rules throughout the lease period. The **Lessee** shall follow the safety norms as prescribed by the competent authorities.

25. The possession of the land will be handed over on "as is where is basis" and the **Lessee** should make his own arrangements for leveling, grading etc; at his own cost.

26 Any Telephone, Telegraph, Electrical, Water supply, Sewage or other lines or underground cables passing through the site shall be shifted/removed/alterd by the **Lessee** at their/his own cost.

27. The **Lessee** has to approach the State Electricity Board for its bulk requirement of electric power.

28. The **Lessee** (Coast Guard/Ministry of Defence) may create residential accommodation facility without obstructing the Port operations and its business and subject to the land use policy of the Port notified by the Ministry of Shipping, Government of India.

29. The **Lessee** shall make their own arrangements for fresh water for drinking purpose and also for bulk requirement.

30. The **Lessee** should develop greenery @10% of the total land area leased to them under anti-pollution measure and they should maintain the same properly and also take all precautions, failing which double the cost of plantation for 10% of the leased land area including maintenance cost will be recovered by the **Lessor** duly notifying the **Lessee**.

COVENANTS BY LESSOR FOR QUITE ENJOYMENT That the **Lessee** performing and observing all the covenants herein before contained may hold and enjoy the said premises during the said term without any interruption by the **Lessor** or any person claiming under them.

GENERAL PROVISIONS

AND it is hereby agreed and declared by and between the Parties hereto as follows:-

PROVISION
FOR RE-ENTRY
ON NON-
PAYMENT OF
RENT OR
BREACH OF
COVENANTS
ETC.

1. That if and whenever any part of the rent, rates, service charges, non-agricultural land assessments, taxes, etc; hereby revised shall be in arrear for the space of 06 months whether the same shall have been legally or formally demanded or not or if and whenever there shall be any breach by the **Lessee** of any of the terms and or covenants herein contained or if the **Lessee** shall become bankrupt or be adjudged insolvent or being a Limited Company shall go into liquidation whether voluntary or compulsory then and in any such case the **Lessor** may re-enter upon the said premises or any part thereof in the name of the whole and immediately thereupon this demise and all rights of the **Lessee** hereunder shall absolutely determine by giving appropriate notice and reasonable opportunity, following the due process but without prejudice to any other rights or remedies the **Lessor** may have against the **Lessee**. If the lease is cancelled for non-compliance of any one of the condition of this lease, no compensation is payable by the **Lessor**.

2. Whenever the written consent permission of the **Lessor** is required by the **Lessee** and the **Lessee** applies for such written consent permission of the **Lessor**, the **Lessor** may either refuse to give such written consent/permission to the **Lessee** without assigning any reason or the **Lessor** may give his written consent/permission with such terms and conditions as he may deem fit in the circumstances of the case and the decision of the **Lessor** is final and binding on the **Lessee**.

COVENANTS
REGARDING
THE FUTURE
USE OF
PREMISES IN
THE
NEIGHBOURH-
OOD

3. That the **Lessor** and its **Lessees**, tenants employees if duly authorized by it to do so shall be at liberty at all times and from time to time hereafter to make and carry out any reclamation in the neighborhood of the demised premises which they may think desirable AND upon any part of the land adjoining to or in the neighborhood of the demised premises (whether such land has or has not been reclaimed) to make construction and use docks, jetty, basin, landing places, railway-siding, tramways and works appertaining thereto respectively and buildings or every description whether warehouses, factories, foundries, or otherwise and either in such buildings or otherwise to manufacture, store, handling garble and deal with goods and produce of every

description whether mineral, vegetable, gas or otherwise and to carry on any business connected with or incidental to the trade of the Town of Port of ____ or the manufacturer or commerce thereof AND shall also be at liberty to alter or raise the height of any buildings thereon notwithstanding that by reason of any of the matters above referred to or any nuisance or annoyance arising there from the light and air or the view or prospects or the convenience or comfort now or hereafter to be enjoyed by the **Lessee** in respect of the premises hereby demised or the buildings now or hereafter to be erected thereon may be affected ~~AND no claim whatever by way of~~ compensation or otherwise shall be made in respect of any such matters.

4. That if the **Lessor** shall at any time during the said term hereby granted consider that the said piece of land either fully or partly is required for the purpose of construction of carrying out of any works or otherwise for the development of the ____ Port or in the interest of the public using and resorting thereto and shall be desirous on that ground of determining this present lease either wholly or partly and such desire shall be under due process of law by giving appropriate notice and reasonable opportunity and in such case immediately on the expiration of the said notice this present lease and everything 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 provided always that the **Lessee** shall be entitled at any time after such notice and before such determination to give notice in writing to the **Lessor** requiring him to purchase all buildings and erections and in case such notice shall be given, the **Lessor** shall purchase such buildings and erections accordingly (but without any plant or machinery therein or elsewhere upon the demised lands and premises, whether attached thereto or not) and the price (compensation) to be paid therefore shall in accordance with the formulation as approved by Govt. If the lease is cancelled for not complying with the conditions of the lease no compensation shall be payable by the **Lessor**.

5. All notices, consents and approvals to be given under this lease shall be in writing and (save as to such notices as are herein before otherwise provided for) shall be signed by the **Lessor** for the said purpose for the time being as the case may be and all such notices shall be considered as duly served upon the **Lessee** if the same shall have been affixed to any buildings or construction whether temporary or otherwise upon the premises hereby agreed to be demised or shall have been delivered at or sent by post to the then office or place of business or usual or last known office or place of the **Lessee** or of the authorized person of the **Lessee** for the time being in ___(place of the Port)___.

6. Subject as otherwise hereinbefore provided, all notices to be given on behalf of the **Lessor** and all other actions to be taken on behalf of the **Lessor** ___Port Trust or any Officer for the time being entrusted with the functions, duties and powers of the **Lessor**.

**DISPUTE
CLAUSE**

7. In the event of any dispute/differences relating to the interpretation and application of the provisions of the lease-deed such dispute or differences shall be resolved amicably by mutual consultation between the lessee and the lessor. If such resolution is not possible, then unresolved disputes & differences shall be resolved through mutual consultation between the respective administrative Ministries. In the event of differences remaining unresolved, guidelines laid down by the Cabinet Secretariat vide OM No. A-12034/01/2011-Ad.V dated 04.02.2013 will be applicable which provides a framework for settlement of disputes between one Central Government Department and another.

8. The correspondence exchanged between the **Lessor** and the **Lessee** from the date of application of the **Lessee** for allotment of land to the date of execution and registration of lease deed i.e.,

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____

(vi) _____

shall form part and parcel of this lease agreement and binding on both the parties.

9. All Rules and Regulations made by the **Lessor** from time to time are deemed to be a part of the lease deed and are binding on the **Lessee**.

10. The lease contract shall be governed by Republic of India/shall be Governed by the relevant provisions of the Major Port Trusts Act, 1963.

In witness whereof Shri _____ the Dy. Chairman of the **Lessor** and Shri _____ the _____ of the **Lessee** have put their hands and the Common Seals of the **Lessor** and the **Lessee** have been hereunto affixed on the day and year first herein above written.

The Common Seal of the Board
Of Trustees of the Port of
.....has hereunto been

Affixed in the presence of:

- 1.
 - 2.
- and Shri

The
Signed on behalf
of the board in the presence of:

- 1.
 - 2.
- and Shri

The
of the **Lessee** has signed on
behalf of
in the presence of:

- 1.
- 2.