

**GUJARAT MARITIME BOARD (CONDITIONS AND
PROCEDURES FOR GRANTING PERMISSION FOR UTILIZING
SHIPBREAKING PLOTS) REGULATIONS, 1994**

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**GUJARAT MARITIME BOARD (CONDITIONS AND
PROCEDURES FOR GRANTING PERMISSION FOR UTILIZING
SHIPBREAKING PLOTS) REGULATIONS, 1994**

In exercise of the powers conferred by Section No. 37, 38, 39, 41 and 110 and all other enabling provisions of the Gujarat Maritime Board Act, 1981 (Gujarat No. 30 of 1981) the Gujarat Maritime Board with the previous approval of the Government of Gujarat in Ports and Fisheries Department letter No. WKS-5292-855-(8)-GL dated 15th June, 1994 hereby makes the following Regulations, namely: -

1. . :-

These Regulations may be called "The Gujarat Maritime Board (Conditions And Procedures For Granting Permission For Utilising Shipbreaking Plots) Regulations, 1994".

2. . :-

These Regulations shall come into force with effect from the date of their publication in the Official Gazette.

3. Definitions :-

(1) In these Regulations, unless the context otherwise requires,

(a) 'Act' means the Gujarat Maritime Board Act, 1981.

(b) 'Appointed date" means the date on which these Regulations shall come into force.

(c) 'Board' means the Gujarat Maritime Board constituted under Section 3 of the Gujarat Maritime Board Act, 1981.

(d) 'Chairman' means the Chairman of the Board and includes the person appointed to act in his place under Section 9 of the Act.

(e) 'Chief Executive Officer' means the Chief Executive Officer and Vice-Chairman of the Board.

(f) 'Member' means a Member of the Board.

(g) 'Permission' means permission for utilising a shipbreaking plot for beaching and breaking ships.

(h) 'Plot/s' means shipbreaking plot's in a shipbreaking yard under the Gujarat Maritime Board whether they may be old plots new plots, or may be developed in future.

(i) 'Schedule/s' means Schedule/s to these Regulations.

(j) The words not defined in these Regulations shall have the same meaning as assigned to the in the Act.

4. . :-

The Chief Executive Officer may grant permission for utilizing shipbreaking plots in the following manner, upon fulfillment of all the terms and conditions laid down in these Regulations and the Schedules hereto, after the applications are received by the Gujarat Maritime Board in the proforma prescribed in Schedule-V hereto:

(a) All the parties which have been utilizing shipbreaking plots for a period of five years or more as on the appointed date shall be

entitled to get the permission under these Regulations subject to the fulfillment of the terms and conditions in these Regulations and the Schedules hereto.

(b) All the parties who had deposited an amount of Rs. 1 lakh each with the Gujarat Maritime Board pursuant to the public advertisement issued by Gujarat Maritime Board in May, 1990 as per the direction of the Honourable High Court of Gujarat and who have not yet withdrawn the said deposit shall be entitled to get the permission under these Regulations, as per Sr. No. in the list of eligible to fulfillment of all the terms and conditions mentioned in these Regulations and Schedules hereto.

(c) Plots, which are, or will become, available after the aforesaid two categories (a) and (b) are exhausted, shall be permitted to be utilized for shipbreaking on tender-cum-auction basis. Any existing plot falling vacant in the above categories shall be permitted for utilization for shipbreaking on tender- cum-auction basis. Non-Resident Indians or units having Foreign Collaboration and any other category, shall also be permitted to utilize plots for shipbreaking under these Regulation on tender- cum-auction basis.

5. . :-

The permission for utilizing shipbreaking plot to be granted under these Regulations shall be valid for a period of 10 years from the date of issue of permission letter, subject to the condition that upon expiry of the aforesaid period, or upon the expiry of shorter period as may be determined in accordance with these Regulations, the permission shall come to an end without any further action by the Board, No party which is granted permission under these regulations, shall have any right, title or interest to or in the plot, nor shall any party, which is granted such permission, be deemed to be in possession or occupation of the plot. However, if a party desires to have renewal of the permission for utilization of plots for a further period, the renewal may be granted by the Chief Executive Officer subject to the conditions as may be prescribed at the relevant time with prior sanction of the State Government and further subject to the condition that the party shall pay the premium, as may be fixed at that time.

6. Eligibility Criteria :-

To be eligible for getting permission under these Regulations a party must fulfill the following conditions:-

(i) An application in the prescribed proforma as per Schedule-V must be submitted alongwith required documents within the stipulated time limit.

(ii) Registration as a Small Scale Industrial Unit for shipbreaking in Gujarat, if and so long as such registration is required to be made under State Government Rules/Orders.

(iii) As and when the import policy for importing foreign flag vessels, so requires, a party must also possess a license and/or fulfill such other or further conditions as may be prescribed by the Import Policy which may be in force from time to time.

7. Disqualifications :-

(1) The following parties shall be disqualified from applying for permission to utilize a shipbreaking plot;

(a) A party whose proprietor or any of whose partners/directors is a relative of any of the officers/employees/Board members of the Gujarat Maritime Board.

(b) A party whose proprietor or any of whose partners/directors is a proprietor/partner/director in any unit having permission in respect of a plot in the same shipbreaking yard.

(c) A party whose proprietor or any of whose partners/directors is a relative of a proprietor/partner/director in any unit having permission in respect of a plot in the same shipbreaking yard.

Explanation: For the purpose of these Regulations:

(i) a 'relative' means father, mother, husband, wife, minor brother, unmarried sister, minor sons unmarried daughter.

(ii) a Director includes an office bearer of Executive Committee Member of a Co-operative Society or a Non Trading Corporation.

(2) The following parties shall also be disqualified from applying for permission for utilizing a shipbreaking plot;

(i) A person who is declared to be an insolvent.

(ii) A person who is not having any capacity to contract under the Indian Contract Act.

(iii) A person who is convicted of any offence punishable under any enactment for prevention of terrorist activities, or of any offence

relating to security of the Nation or any serious offence punishable under the Indian Penal Code.

(iv) Any person who has been detained under Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1973, Prevention of Anti-Social Activities Act or National Security Act.

(3) Any party having any partner/director who is suffering from any of the disqualifications specified in sub-clause (2) hereinabove shall also be disqualified from applying for permission to utilize a shipbreaking plot.

(4) A party whose proprietor or any of whose partners/directors suffers from any of the above disqualifications after obtaining the permission under Regulations, shall not be permitted to utilize any plot for shipbreaking.

8. . :-

The amounts of application money, premium, security deposit and other amounts shall be as mentioned in Schedule-1.

9. . :-

Out of plots which were vacant as on 3rd August, 1992 or fell vacant thereafter, or any new plot which is developed thereafter 7 per cent of these plots shall be reserved for granting permission to Cooperative Societies all of whose members belong to Schedule Castes, and 14% plots shall be reserved for Co- operative Societies all of whose members belong to Schedule Tribes. All the terms and conditions specified in the Government of Gujarat, Roads and Buildings Department Vernacular Resolution No. LPW-1290-25435-GH, dated 3rd August, 1992 @[and Government of Gujarat, Ports and Fisheries Department Resolution No.WKS-1099- CM, MLA 82(17) GH dated 4th January, 2000] shall be treated as forming part of these Regulations.

Explanation.-Scheduled Castes/Scheduled Tribes applicants included in the list from category (b) mentioned in Regulation 4, shall be permitted to utilize plots on reservation basis on fulfillment of all the terms and conditions specified in these Regulations and in the Schedules hereto, and thereafter for other applicants of SC/ST categories, permission for utilising the plots shall be granted on tender-cum-auction basis.

10. . :-

Any person applying for permission under these REgulations and

any person obtaining permission under these Regulations shall be bound by the terms and conditions specified in and under these Regulations and in the Schedules hereto.

11. . :-

The Chief Executive Officer may add such further terms and conditions in the schedule/s, as he may deem fit, for effective Implementation of these Regulations.

12. . :-

The Guidelines contained in the Gujarat Maritime Board Notification No. GMB/T.Alang/38, 39, 41/93/5 dated 10/8/1993 are hereby repealed.

SCHEDULE 1

SCHEDULE

(a)	Petition challenging the election of one or all	Rs.250/-
	the members of the State Council	
(b)	Complaint of professional misconduct under	Rs.25/-
	section 35 of the Act	
	Provided that no fee shall be payable on a	
	complaint made by any court or tribunal or	
	other statutory body or where in a proper	
	case the Bar Council grants exemption	
	therefor.	
(c)	Certificate as to the date of enrolment and	Rs.5/-
	the continuance of the name of the Advocate	
	on the roll	
(d)	Certificates required to be produced with the	Rs.10/-
	transfer application under section 18 of the	
	Act	
(e)	Inspection by the complainant or the concerned	Rs.1/-
	Advocates, of documents relating to	
	Disciplinary matters	
(f)	Inspection of the roll of Advocates or the	Rs.2/-
	voters list	
(g)	Any application made in any proceedings	Rs.3/-
	before a State Council or its Committee	
	other than the Disciplinary Committee	

SCHEDULE 2

Application for plots

SCHEDULE II

Application for plots

1. Any person, firm, company etc. intending to claim permission for utilising a shipbreaking plot for shipbreaking purpose shall have to apply in the prescribed form in Schedule-V giving full details as required therein. Incomplete applications shall be ignored and shall stand rejected.
2. After security of applications as per para-4 hereinbelow separate registers will be maintained for such application categorywise.
3. A party which is utilising a plot for shipbreaking on the appointed date shall also be required to submit the application in the prescribed form within 30 days from the appointed date. If any party which is eligible to obtain such permission as mentioned in Regulation 4(a) or 4(b) falls to submit such application within the above stipulated time limit, it shall be treated that the party is not interested in getting such permission a such plot shall be made available for granting permission to the other applicants.

Explanation.-A party in category (a) and (b) which has already utilised a shipbreaking plot, shall be entitled to apply for only that plot which is being utilised by it on the appointed date or which was utilised by it before the appointed date.

Security applications

4. (i) The Gujarat Maritime Board will scrutinize all applications and may call for any other information at its discretion.
- (ii) On satisfactory completion of scrutiny, the applications shall be entered into Register-"A" and Register "B" for applications received under Regulations 4(a) and 4(b) respectively.
- (iii) On scrutiny of an application, if any information is considered inadequate, incomplete, wrong, fraudulent or misleading, the application shall stand rejected and if such information is noticed after taking the applications on Register, the application shall stand cancelled and any permission granted shall also stand cancelled and all deposits and fees shall stand forfeited to the Board.

SCHEDULE 3

Terms And Conditions For Permission For Utilising The Shipbreaking Plots

SCHEDULE III

Terms And Conditions For Permission For Utilising The Shipbreaking Plots

Permission for utilising a shipbreaking plot shall be granted subject to the following amongst other terms and conditions and the said terms and conditions shall always be deemed to form a part of the permission letter.

(a) The party shall furnish an Indemnity Bond as prescribed by the Chief Executive Officer, at the time of issuance of the permission letter.

(b) Permission to utilize a plot for shipbreaking shall be granted for a period of 10 years from the date of issue of the permission letter subject to the condition that upon expiry of the aforesaid the permission shall automatically come to an end without any further action by the Gujarat Maritime Board, unless the permission is renewed within three months prior to the date of expiry of the permission period. The possession of the plot shall throughout remain with the Gujarat Maritime Board.

(c) The party shall be required to pay plot charges in advance as per the Schedule of Port Charges. The Schedule of Port Charges may be revised from time to time.

(d) The plot charges shall be paid in advance. Plot charges for the first year shall be paid before issuance of the permission letter and the plot charges for the subsequent years shall be paid in advance before commencement of the relevant financial year. The component of plot charges way of LDT charges shall be paid as mentioned in clauses 5 and 6 of Schedule 1 and clause (e) of this Schedule.

(e) The party shall bring atleast 30000 LDTs of ship/s in each block of 3 consecutive financial years;

(i) The first block shall be from the first financial year (during which the permission letter is issued) till the third financial year (both the years inclusive).

(ii) The second block shall be from the fourth financial year till

the sixth financial year (both the years Inclusive).

(iii) The third block shall be from the seventh financial year till the ninth financial year (both the years inclusive).

(iv) In the tenth financial year the party shall bring atleast 10000 LDTs of ship/s.

In case the party fails of to bring 30000 LDT ofshlp/s in any block

of three years (or on 1000 LDTs in tenth financial year, as the case may be) the party shall nevertheless be liable to pay all the port the charges and the LDTs charges (as component of plot charges) on 30000 LDTs (or on 10000 LDTs in tenth financial year, as the case may be), less the number of LDTs already through in that block. In case the party fails to pay the aforesaid minimum charges by way of LDT charges and port charges, within one month from the date of expiry of the relevant financial year (i.e. last year of the block), the permission to utilize the plot for shipbreaking shall come to an end immediately after the aforesaid period of one month and party shall not be given any refund from the premium already paid by the party to the Board for the permission:

Provided that the Board shall give recognition in this rule only to those permission holders who are holding permission to utilize shipbreaking plot on or before 2/7/98 in the following manner:

(a) The first two blocks of 3 years as stated in sub-clause (i) and

(ii) above may be combined and may be made of 6 years:

Provided further that for the purpose of calculation of short fall of tonnage, i.e. to say 60,000 LDT for such block of 6 years, it will be calculated on the basis of average 10,000 LDT per year.

(b) In the event, such permission holder proposes to make changes as stipulated in clause (9), of Notification dated 2/7/98 in respect of permission then in that event, LDT charges recoverable on the basis of such calculation of average LDT as aforesaid shall have to be paid by the permission holder before such changes are permitted. If such permission holder breaks more than the prescribed minimum LDT, during the period mentioned in (a) above then the amount already paid in this respect by the concerned permission holder will be adjusted, against such

payment.

(c) Out of such amount payable as calculated aforesaid, 50% thereof may be paid by Demand Draft of Nationalised Bank in favour of Vice Chairman and Chief Executive Officer, Gujarat Maritime Board, Ahmedabad and remaining 50% amount may be paid in the form of Bank Guarantee valid for 12 months or for balance period of 6 years block, whichever is earlier, and that such change as mentioned in (b) above shall only be allowed thereafter.)

(f) The port charges like beaching charges, pilot charges, wharfage charges etc. shall be charged as applicable from time to time and the amount paid towards premium or towards plot charges shall not be adjusted against any port dues.

(g) The Rules, Regulations and instructions of the Gujarat Maritime Board, Port oms Department or of any other Department of the Central Government or State Government or of any other public authority shall have to be observed.

(h) The charges, fees, taxes, duties leviable under any Act/Rules/ Regulations/Schedules of Port charges by Gujarat Maritime Board and any Department of State Government/Central Government. Public Authority shall be paid by the party.

(i) Since the permission is for the specific purpose of shipbreaking by the party to which the permission is granted, the party shall not permit any other person to use the plot for any purpose whatsoever.

(j) Ship having permissible draft, LDT and beam for along shall only be allowed to be beached.

(k) Beaching and cutting/breaking of the ship and storing/loading/unloading/transporting

of the material shall be entirely at the risk

and cost of the party and the Gujarat Maritime Board shall not be liable in any manner whatsoever, for any accident, mishap or fire

which may take place on or around the plot or in the course of transit.

(l) No immovable structure shall be permitted to be constructed on a shipbreaking plot without prior permission of the Chief Executive Officer. The Chief Executive Officer may grant such permission subject to such terms and conditions as may be prescribed by the Board.

(m) The party shall remove at its own risk and cost and the goods, material or structures put up on the plot upon expiry of the term mentioned hereinabove or within one month from the date of Gujarat Maritime Board cancels the permission. If the party fails to so remove the goods/material/structures, the Gujarat Maritime Board shall be entitled to remove them at the risk and cost of the party, without any liability for any kind of compensation.

(n) For getting the Indemnity Bond discharged, the party shall have to obtain the site clearance Certificate of the concerned Port Officer to the satisfaction of the Chief Executive Officer and the Chief Executive Officer shall discharge the Indemnity Bond after the party clears the site and makes the payment of all port dues, plot charges, fees, compensation etc.

(6) If the party commits breach of any of the above terms and conditions the permission granted to it shall be liable to be cancelled. And the party shall not be entitled to any Notice except a NOtice from the Port Officer of the concerned Port calling upon the party to show cause why the permission should not be cancelled. Thereafter, the Chief Executive Officer shall take the decision after giving the party an opportunity of being heard. The party shall not be entitled to any other

Notice:

Provided that upon expiry of the period stipulated in the permission letter, the party shall not be entitled to any Notice whatsoever.

(p) No change of name, status, constitution partners, directors etc., shall be permitted by the Board except at the discretion of Chief Executive Officer. When the Chief Executive Officer grants such permission, the party shall be liable to pay the charges as mentioned in Schedule 'IV'.

Explanation.-The word Director includes an office bearer/member of Executive Committee of a Co-operative Society or NON-Trading Corporation.

(q) Before Issuance of the permission letter, a party shall be

required to file an undertaking that it accept all the above terms and conditions and that it undertakes to carry out all the Regulations/instructions of the Gujarat Maritime Board and the Officers of Board, which may be general or special and may be issued from time to time and further that the party shall not claim any right, title or interest to or in shipbreaking plot and the party is not entitled to any Notice for termination of the permission except as provided for in these Regulations and the Schedules thereto. In addition to such undertaking, the party shall also execute an agreement in the form which shall be prescribed by the Chief Executive Officer.

SCHEDULE 4
SCHEDULE

SCHEDULE IV

The charges in following specified cases will be levied as given below subject to the conditions mentioned therein:

Schedule of charges for permission in respect of certain changes in connection with the permission already granted for utilization of plot to the respective permission holders and administration of the Alang/Sasiya Shipbreaking yard.

(1) Without the prior permission of Gujarat Maritime Board, a person or a Party to whom a permission for utilizing shipbreaking plot has been granted, (hereinafter referred to as a permission holder), cannot beach a vessel, brought by him on the plot for which he is granted permission. In case such beaching is done without the permission of Gujarat Maritime Board, the Board may regularise at its own discretion such beaching on a condition that there is no outstanding of any dues by permission holder, to the Board. Fees to be charged for such permission for regularisation shall be Rs. 10.00 Lakhs.

Explanation.-The outstanding dues would, for the purpose of this clause and the subsequent clauses, mean any amount outstanding against:

- i. Premium due
- ii. Plot rent
- iii. Beaching fees
- iv. Tug hire
- v. LDT charges
- vi. Landing & shipping fees
- vii. Pilotage

OR

on any account whatsoever.

(2) If the permission holder allows to beach the vessel not belonging to him for breaking without the prior permission of the Gujarat Maritime Board on the plot for which permission is given to him, the permission to utilize the plot for breaking the vessel shall be liable to be cancelled. However, the Gujarat Maritime Board may grant permission to beach such vessel at its own discretion, subject to a condition that there is no outstanding of any dues by the "permission holder" as well as the Vessel Owner to the Board in respect of the plot on which vessel is to be beached and the party to whom vessel belongs. The fees to be charged for permission to beach the vessel in such case shall be Rs. 10.00 Lakhs.

(3) If beaching of the vessel is not done on the specific plot for which permission has been given by Gujarat Maritime Board, Gujarat Maritime Board at its own discretion may regularise such beaching on a condition that there is no outstanding of any dues by such permission holder to whom the permission is given to utilize the plot and the party so beaching the vessel. The fees to be charged for permission to beach the vessel in such case shall be Rs. 10 Lakhs, if the beaching on such plot is not "accidental". If the same is accidental or intentional shall be decided by the Vice-Chairman and Chief Executive Officer of the Board and his decision shall be final and binding.

(4) Change of mere name of the "permission holder" without the change in the proprietorship or any partnership deed or any Directorship or shareholding of a company or any other change, the fees to be charged for such change, shall be Rs. 50.000/-, it being understood that the permission holder has merely changed his name without carrying out any other change.

(5) If the change is in status of the concern from Proprietorship to Partnership then for such change, the fees to be charged, shall be Rs. 2.00 Lakhs for such specific change introduced by the concern, subject to a condition that the share (profit sharing ratio) of the original proprietor in such new constitution is not less than 51%.

(6) In case the permission holder is a partnership firm, then:

(A) Any change in the shares (profit sharing) of original partners from what existed at the time when the permission was granted or at the time when the change was earlier permitted,

fees to be charged for such permission shall be Rs.

50.000/-:

Provided that any change in the constitution etc. of any one or more of the partner, who itself may be a company or an association or a society or the like, which materially affects the constitution and control of such partnership firm then, the fee to be charged shall be Rs. 5 lakhs.

(b) When a new partner is introduced, the fees to be charged for such permission shall be Rs. 2.00 lakhs for introducing each change so introduced, subject to a condition that the profit sharing of existing partners in such new constitution, does not fall below 51%.

(C) In case of transmission of shares to the legal heirs of deceased partner, no fees shall be charged for such change, however the permission holder should inform to the Board for such event/change.

(D) Subject to that has been stated hereinabove, if a new partner is added in place of a deceased partner, from outside i.e. other than the family members of the deceased partner, the fees to be charged, shall be Rs. 50.000/- for any change taken in the partnership, without any change in the profit sharing ratio of deceased partner.

(7) In case the permission holder is a limited company registered under the Companies Act, 1956, fees to be charged for any change shall be as stated hereinafter:

(A) If there is any change in the Name or Address of the Company then, for each such change, the fees to be charged, shall be Rs. 50.000/-:

Provided that in case the status of a Company changes due to the statutory requirement under the Companies Act, 1956, and change in status is effected so as to change the

Private Company to a Public Limited Company no fees shall be charged:

Provided further that if such statutory change in the status of the company, as above, materially affects the control and management or shareholding of the Company, then, the Board may in its absolute discretion, grant ex-post facto permission for such change on payment of additional charge of Rs. 10 Lakhs.

(B) In case the shares in the company are transferred, which materially affects the control and management or the shareholding of the company, then before entering such transfer in its register, the Company shall inform the Board, and for each such change the fees to be charged shall be Rs. 5 lakhs.

(C) In case the constitution of Board of Directors of such Company is changed, which materially affects the control and management of the Company or the shareholding, then fees to be charged for any appointment of a Managing/Whole time Executive Director or of a Director the fees to be charged shall be Rs. 5.00 Lakhs for such change:

Provided however that in case of any change in Director ship, caused due to death of Director or by operation of law or in case of a change of the Nominee Director/Ex-Officio Director, no fees shall be charged:

Provided that the Company shall have to inform the Board in the event all the aforesaid changes forthwith and whether the changes are material or not, the decision of the Vice-Chairman and Chief Executive Officer of the Board shall be final.

(8) In case the permission holder is a registered Co-operative Society, then the fees to be charged for any change shall be as stated

hereinafter:

(A) If the Co-operative Society alters its Bye-laws, then in such case if the alteration is not material, but only a formal, then no fees shall be charged. However, if there is any change in the Bye-laws which materially affects the control and management of the Society, then for such change, the fees to be charged, shall be Rs. 1.00 Lakh.

(B) If any change is effected in the shareholding or profit sharing of the Society which is considered as material change, then the fees shall be charged at Rs. 2 Lakhs.

(C) Notwithstanding what has been stated in Clause 5 above, if a Co-operative Society enters into a partnership with any other concern, by whatever name called, whether partnership or joint venture or under any other name, the fees to be charged for such event shall be Rs. 5 Lakhs.

(D) In case any change is effected so as to admit a new Member as an Office bearer or Managing Committee Member (by whatever name called) then the fees to be charged shall be Rs. 2.00 Lakhs per each change:

Provided however that in case any change in Membership is caused due to death of Officer bearer or Managing Committee Member or by operation of law, no fees shall be charged.

Explanation.-New member would mean and include a new managing committee member/Officer bearer (except the paid servant) enrolled by the Society on or after the permission for utilising the shipbreaking plot is originally given to such society:

Provided however that the society shall have to inform the Board for all the above changes forthwith and whether such changes are material or not, the decision of the Vice-Chairman and Chief Executive Officer of the Board shall be final.

(9) The fees are to be charged under Clauses 5, 6, 7 & 8 in case the

profit sharing ratio or the shareholding of the Permission Holder is not reduced below 51%. Therefore, where the profit sharing ratio or the shareholding is reduced below 51%, then, notwithstanding any conflict with the above clauses, the fees to be charged in case of any change in the name, status or constitution of the Permission Holder will be on the sliding basis as given in Table-A considering the unexpired period of license:

The fees shall be charged on the basis of above percentage on the sliding scale on the premium amount to be calculated as shown in explanation (i) below, in the following cases:

- a. From proprietor-proprietaryship to other proprietor- proprietaryship firm.
- b. From proprietor - proprietaryship firm to partnership firm.
- c. From proprietor - proprietaryship firm to private limited company.
- d. From proprietor - proprietaryship firm to limited company.
- e. From partnership firm to proprietor - proprietaryship firm.
- f. Transfer of a shareholding (profit sharing ratio) by partners in the partnership firm.
- g. From partnership firm to private limited company.
- h. From partnership firm to public limited company.
- i. From private limited company to proprietor - proprietaryship.
- j. From private limited Company to partnership firm.
- k. From one private limited company to another private limited company.
- (l) From private company to public limited company.
- l. Shareholding when transferred in private limited company.
- m. From private limited company to subsidiary holding associated private limited company.
- n. From private limited company to subsidiary holding associated public limited company.
- o. Amalgamation of private/public limited company with another limited company/partnership firm from private limited company.
- p. From private limited company to partnership firm.
- q. From public limited company to private limited company.
- r. From one public limited company to another public limited company.
- s. From public limited company to subsidiary holding or associated private limited company.

t. From public limited company to subsidiary holding or associated public company.

(v) Amalgamation of partnership firm, private limited company from public limited company or subsidiary holding or associated company from public limited company.

(w) If the applicant/plot holder Is a promoter of the public limited company and if change is to be made within 2 years in the name of public limited company.

(x) If applicant/promoter changes to private limited company within two years in the name of private limited company.

Explanation.-(i) In sliding scale, for the purpose of effecting such change, the rate of premium should be calculated at the rate of Rs.

2,700/- upset price per sq. mtr. for total plot area occupied irrespective of the premium actually paid by a plot holder so as to maintain parity in charging the fees for such transfer.

(ii) Before effecting any changes as above the transferee has to execute all documents as required under the Regulation, 1994, viz:

(a) Fresh agreement with the Gujarat Maritime Board, as was done by as per requirement of Clause (q) of Schedule III to the Regulation.

(b) Fresh undertaking as per condition No. 2(f) of Schedule-1 and Clause (q) of Schedule III to the Regulation.

(c) A fresh indemnity bond to be furnished as per condition (a) of Schedule-III.

Conditions.-All the permission holders shall inform Gujarat Maritime Board from time to time any of the aforesaid change effected either in its name or status or constitution or shareholding prior to making such change and default in intimation of such change to Gujarat Maritime Board, shall be considered as default in the condition to Agreement, and shall make the permission liable to be cancelled.

For the purpose of this schedule, it is further clarified as under:

- (i) Premium for a particular plot means, as per the Gujarat Maritime Board (Conditions and Procedures for Granting Permission for Utilising Shipbreaking Plots) Regulation, 1994, the upset value or the auctioned amount for that plot at the time of granting the permission to utilize the plot.
- (ii) Period mentioned in sliding scale is to be considered from the date of issue of permission letter to utilize the plot.
- (iii) For classification of the category for charging the fees, the decision of the Vice-Chairman & Chief Executive Officer of Gujarat Maritime Board shall be final.
- (iv) In case of changes in family members as per condition No. 6(C) of Schedule IV, such as spouse/sons/daughters/father/mother and brothers, and all this type of change will be considered as formal changes, not attracting any fees.
- (v) All changes under any of the clause/s mentioned above a specific clause shall be made subject to a condition that the "permission holder" has to pay all dues in terms of outstanding of premium amount, plot rent, LDT charges and prescribed minimum LDT charges and corresponding Landing and Shipping fees (known as wharfage charges) or any other dues pending for payment to the Gujarat Maritime Board.
- (vi) A fresh undertaking will have to be made before the Hon'ble High Court as per Hon'ble High Court's order dated 30-9-1994, till the said order remains operative.
- (vii) Notwithstanding anything contained in this Schedule, if for any reason concerning the Security, Safety etc. the permission to change the constitution, status, name, shareholding etc. as contained hereinabove, such permission can be refused at the sole discretion of Vice-Chairman & Chief Executive Officer and decision so taken shall be final.
- (viii) 100% change shall be allowed only in cases of plots, where

permission holder is in possession of plot for a minimum period of 3 years from the date the permission is granted to utilize the plot on license basis under GMB (Conditions & Procedures for Granting Permission for Utilizing Shipbreaking Pilots) Regulations, 1994:

Provided that the lock-in period of three years as aforesaid shall not be applicable for 100% change effected by permission holders on or before 2nd July, 1998 and for permission holders who obtain permission for 100% change after 2nd July, 1998, the lock in period of three years as provided in this condition shall be applicable.

Explanation:-The words "100% change" mentioned in this clause or anywhere else in relation to these regulations would mean a change of name, status or constitution of a company, firm, association of persons, whether Incorporated or not, sale proprietary or any other concern, where there is a change in profit sharing ratio or share holding of more than 50% or a change which materially affects its control and management.]

(ix) On fulfilling of the above conditions No. (v) and (viii), permission holder will be given permission to make 100% change

and they shall also have to pay the charges as prescribed under Table-A of Clause No. 9 of Schedule IV to the Regulation 1994.

Further, all changes will be Implemented subject to a condition that permission holder shall have to strictly adhere the instructions/orders which the Hon. High Court may pass henceforth in various petitions which are pending before the Hon. High Court of Gujarat for hearing.

(10) Appellate Authority .-In case of any dispute arising out of the interpretation of the clauses of this schedule or with respect to any matter relating to or concerned with this Schedule, Board of Directors of Gujarat Maritime Board shall be the sole appellate authority and

decision of the Board on the dispute shall be final and binding.

The other terms and conditions of the said Notification remain unchanged.

TABLE-'A'

Group	Unexpired period of License at the time of granting NOC for the changes	Fees as per the percentage of the premium amount
1.	Between 10 & 9 Years	19%
2.	Between 8 & 7 Years	16%
3.	Between 6 & 5 Years	12%
4.	Between 4 & 3 Years	8%
5.	Between 2 & 1 Years	5%

SCHEDULE 5

Form of application for obtaining permission for utilizing shipbreaking plots under the Gujarat Maritime Board.

SCHEDULE-V OF THE REGULATION

Form of application for obtaining permission for utilizing shipbreaking plots under the Gujarat Maritime Board.

To

The Chief Executive Officer and
Vice-Chairman
Gujarat Maritime Board
New Mental Hospital Compound
Block No. 0/20 Meghaninagar
Ahmedabad-380016.

Sub.-Request for permission to utilize a plot.

Dear Sir,

I/We intend to obtain permission for utilizing for shipbreaking a plot in the

shipbreaking Yard at Alang Hence, I/We request you to grant me/us the permission and oblige.

I/We furnish required details as under:

1.The name and address of the Firm/

Company etc. on whose behalf the application is made.

2.The Name and designation of the Signatory.

3. Telephone No. if any (O)(R)

4. Telex/Fax No. if any:

5. All the documents as required by clause (2) of Schedule-I.

6.Undertaking by the applicant:

- i. That the applicant and all the partners/directors of the applicant firm/company/society have read these regulations and the terms and conditions mentioned in the Schedule to these Regulations.
- ii. That these Regulations and all the terms and conditions mentioned in the Schedules to these Regulations are accepted by the applicant and the applicant is bound by the same.
- iii. That the applicant his/its partners/directors is/are not related to any of the officers /employees/members of Gujarat Maritime Board.
- iv. That the applicant, his/its partners/ directors is/are not Proprietor/Partner/ Director in any unit having permission to utilize a plot for shipbreaking in the same Shipbreaking Yard.
- v. That the applicant and/or any of his/its Partners/ Directors is/are not related to Proprietor or to any of Partners/Directors, of a Unit having permission to utilize a plot for Shipbreaking in the same Shipbreaking Yard.
- vi. That the applicant shall not claim any right, title or interest in or to any shipbreaking plot and that it is not entitled to any Notice for canceling the permission except as provided for in these Regulations.
- vii. That the applicant shall pay the amount of premium as

specified in the Regulation; and within the time limit specified.

7. Brief note of present business (se).

8. Latest audited accounts/balance sheets.

9. Details of Sister Concerns, Subsidiary

Concerns/Firms/Companies etc. if any, together
with names of proprietors, partners, director their
shares, with place of business etc.

10. A brief note of experience if any in
shipbreaking industry is enclosed herewith.

11. The details if any, of proprietor, partners, director having
faced or facing any criminal, customs, foreign exchange
violation proceedings or detention under any law
referred to in Regulations.

12. Demand Draft of Rs. 5,00,000/- on.....

Bank, DD No..... dated.....

as application money.

Thanking you.

Yours faithfully,

Applicant

on behalf of M/s.

Place:

Dated: