

## RTI REQUEST DETAILS

Registration No. : CPTRS/R/E/21/00015

Date of Receipt : 21/07/2021

Type of Receipt : Online Receipt

Language of Request : English

Name : Rajiv Ram Nagar

Gender : Male

Address : FLAT NO 16, NISARG TAPOVAN, PATLIPADA, OFF.  
GHODBUNDER ROAD, Thane, Pin:400607

State : Maharashtra

Country : India

Phone No. : +91-9920799159

Mobile No. : +91-9920799159

Email : rajivnagar@gmail.com

Status(Rural/Urban) : Rural

Education Status :

Is Requester Below Poverty Line ? : No

Citizenship Status : Indian

Amount Paid : 10 )

Mode of Payment : Payment Gateway

Does it concern the life or Liberty of a Person ? : No(Normal)

Request Pertains to :

The following Companies are having Liquid Storage Tank Terminals at Cochin Port Trust.

1. Ganesh Benzoplast Limited
2. Konkan Storage Systems (Kochi) Pvt Ltd
3. HHA Tank Terminal
4. IMC Limited
5. Parisons Infrastructure Pvt Ltd
6. Ruchi Infrastructure Ltd.
7. Indian Oil Corporation
8. VR Petroleum

**Information Sought :** Kindly provide the following information about the above mentioned Companies.

- a) Kindly furnish the copy of the Agreements/Allotment Letters of the above mentioned Companies.
- b) Kindly provide the names of the Companies from the above, in whose case the Port has waived the Minimum Guaranteed Throughput (MGT).
- c) Kindly furnish the copies of the Internal Notings on the basis of which the Port has waived the Minimum Guaranteed Throughput (MGT) of such Companies.

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AN ISO-9001:2015  
ISPS COMPLIANT PORT

कोचिन पोर्ट ट्रस्ट  
COCHIN PORT TRUST

W/Island, Cochin-682009.

Phone: 2582119, 2582129

Fax: +91(484)2668163, 2666512

Email: [rticell@cochinport.gov.in](mailto:rticell@cochinport.gov.in)

Website: [www.cochinport.gov.in](http://www.cochinport.gov.in)



संख्या /No. GAD/RTI Cell/RRN/1426/2021-S

दिनांक: 13.09.2021

सेवा में/ To

Shri. Rajiv Ram Nagar  
Flat No. 16, Nisarg Tapovan  
Patlipada  
Off. Ghodbunder Road  
Thane - 400607

Sir,

विषय /Sub : Information under the RTI Act, 2005- reg.  
संदर्भ /Ref : 1. Your application dated 21.07.2021  
2. CPIO, GAD, CoPT's letter dated 24<sup>th</sup> August, 2021.

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Sl. No a). In continuation to the letter dated 24<sup>th</sup> August, 2021 it is informed that out of the 8 firms referred to in the application, 6 firms have conveyed their dissent to disclosure of information to a third party. The copy of allotment letter in respect of M/s. Ganesh Benzoplast Ltd. (4 pages) is attached. There is no allotment in the case of V R Petroleum.

Sl. No. b) Nil

Sl. No. c) NA

The details of the Appellate Authority under the RTI Act for Cochin Port Trust are given below:

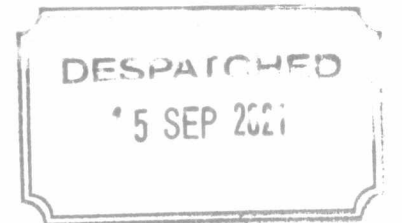
Shri. S.K. Sahu  
Financial Advisor & Chief Accounts Officer  
Cochin Port Trust, Cochin - 9.

भवदीया /Yours faithfully,

(Jijo Thomas)  
Central Public Information Officer  
General Administration Department

WJG

etc



191 2 IN DUPLICATE

COCHIN PORT TRUST

Office of the  
Estate Manager's Office  
Cochin - 9.

No. EM11/L/53/Allotment/97

Dated: 28.10.57

To

M/s. Ganesh Benzoplast Ltd  
Ganesh House  
off - Andheri - Kurla Road  
Marol Naka, Andheri (East)  
Bombay - 400059

Sirs,

Sub: Allotment of land - 18 plots at various locations  
in W/Island for various activities.

Ref: Your tender No. T7/T-924/96-c dt 19.3.56

An area of land measuring 100 (36+32+32) cents coming under  
Plot No. A1, A2, A3, cat. B at new reclamation area South end  
is provisionally allotted to you on Licence for setting up of Chemical Storage tank  
for a period of 2 years from the date of taking over the land  
subject to the following conditions.

1. The licence fee is payable at the rate of Rs. 250000/- with 5% annual increase per acre per annum as on 1-1-1956 compoundable.
2. The licensee shall be liable to pay the licence fee/lease rent at a higher rate whenever the scheduled rates are revised upward by the competent authority.
3. The licensee shall pay a non refundable premium of Rs. 1196000/- quoted by you in the tender.
4. Licensee shall deposit an amount equivalent to one year's lease rent as refundable Security Deposit which shall be maintained till the end of lease period.



[Signature]  
Manager

5. Within the licence period of 2 years period project proposed on the land should be completed failing which the Port Trust reserves right to repossess the land. However in exceptional cases when the Port is satisfied that the delay is beyond the control of the licensee the Port may grant extension of licence period subject to the payment of additional licence fee calculated at 50% of the normal licence fee.
6. In the event of the licensee completes the construction of the project within the 2 years licence period or the extended licence period, as the case may be, the Port shall grant lease for the subsequent period in such a manner the total period of licence and lease put together shall not exceed 30 years. The lease so granted shall not be automatically renewable.
7. The land should be taken possession within 15 days of receipt of this order failing which the rent will accrue from the 15th day of receipt of this order or from the date of taking over the land which ever is earlier.
8. The land may be taken over from the Exe.Engineer(CM-I) or his authorised representative on production of the receipt of Rs. 1,31,250/- towards 1st instalment of half yearly licence fee, Rs. 2,62,500/- towards amount equivalent to one year rent as Security Deposit and Rs. 1,96,000/- towards premium.
9. In case of failure to remit the amount mentioned above and take over the land within the time specified above the allotment will stand cancelled from the 16th day of receipt of this order.
10. Within the expiry of 3 months from the date of taking over the land the licensee shall execute the licence deed on stamp paper of appropriate value in the format prescribed in this regard by the Port Trust which will be sent separately failing which the Port Trust shall have the right to repossess the land.
11. Immediately on grant of lease but not later than 3 months from the date of granting lease a lease deed as in the forth schedule of the licence deed shall be executed by the lessee; format of which will be sent separately.
12. Within 3 months from the date of taking over the land the licensee should submit necessary plan and drawings as in the note attached to Chief Engineer, Cochin Port Trust for construction of structures utilising the maximum permissible area of the land for construction of structures/installations. Plans for construction/installations keeping unreasonably large areas vacant are liable to be rejected.

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Manager



13. Port Trust should be consulted whenever you propose to build structures from time to time in the land allotted to you and plans for the proposed construction should be got approved by the Chief Engineer, Cochin Port Trust. The plans for construction should also be got approved by the Corporation of Cochin as per rule. A copy of the "Note for information of those proposing to build structures in Willingdon Island" is enclosed for your information.

14. The licensee shall obtain all statutory clearance as may be required by law, including environmental clearances.

15. The leased property shall not be transferred by the lessee to any third party either by way of sub-lease, rent or any other means. Any subletting assignment without the prior approval of the authority which sanctioned the lease shall make lease liable for cancellation.

16. The lessees shall utilise the property leased only for the purpose for which it has been allotted. In case lessee fails to do so the lease shall be liable for termination.

17. The lessee shall pay the lease rent as prescribed for Commercial/Industrial use in the Scale of Rates.

18. Cochin Port Trust shall revise the base of lease rent every seven years.

19. The leased property can be resumed at any time before the expiry of the lease period if required by the Government in the national interest with six months notice on payment of compensation in accordance with the formulation as may be approved by the Government. If the lease is cancelled for not complying with the condition of lease, no compensation shall be payable by the Port.

20. No compensation shall be payable by the Port in the event of refusal to renew the lease.

21. The licensee shall provide minimum guarantee traffic of 40000 tonnes per year.

22. In addition to the above, all other usual terms and conditions of lease of Port land will be applicable to the licensee.

23. The licensee shall submit an application for allotment of land in the prescribed form, obtained from this office on production of a receipt for Rs.100/- from the Financial Adviser & Chief Accounts Officer, Cochin Port Trust, towards cost of application fee.

  
Manager



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4 :-

In token of your having accepted the terms and conditions mentioned above, you may return one copy of the letter duly signed by the competent authority empowered to enter into agreements of this nature.

Please acknowledge receipt of this letter.

Encl: as above.

Yours faithfully,



*W*  
*W*  
DEPUTY SECRETARY (ESTATE)  
*W*

- Copy to: The Chief Engineer, CPT.  
" " The Chief Mechl. Engineer, CPT.  
" " The Traffic Manager, CPT.  
" " The Financial Adviser & Chief Accounts Officer, CPT.  
" " The Exe. Engineer (CM-I)/Exe. Engineer (CM-II)/Exe. Engineer (Ele.), C.T.  
" " The Asst. Engineer (Port Works)/Asst. Engineer (E/Wharf)/Asst. Engineer (M/wharf), CPT.  
" " The Sounding Foreman through the Exe. Engineer (CM-I), CPT.  
" " The Commandant, G.I.S.F.  
" " The Land Inspector, CPT.

Mpaj/-

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*WMS*

*f*  
Manager