

15 -ാം കേരള നിയമസഭ

8 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത പോദ്യം നം. 3754

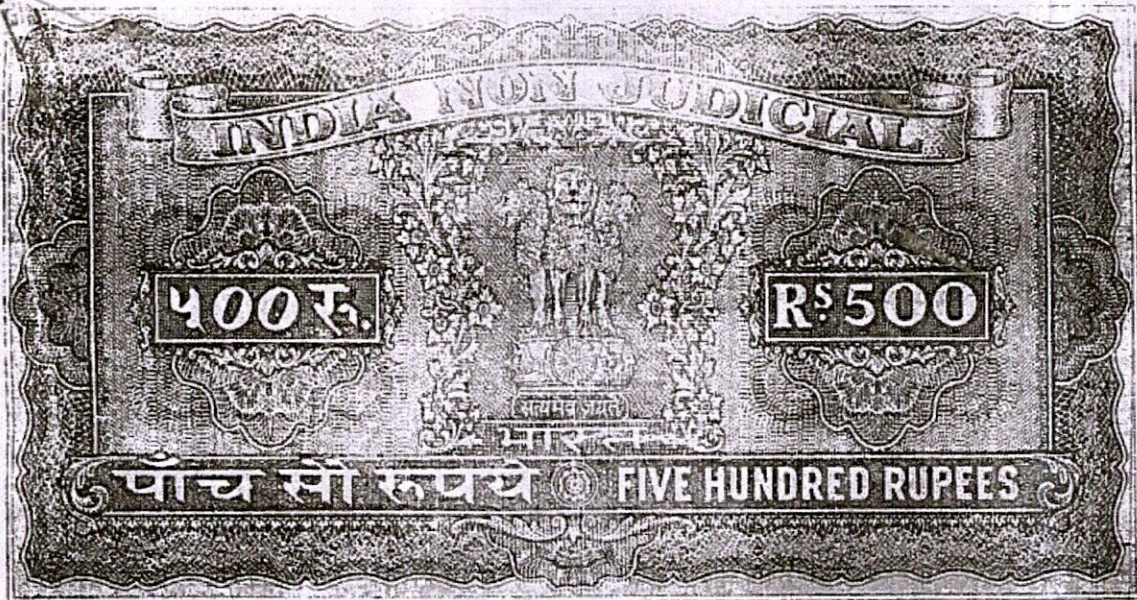
02-03-2023 - ൽ മറുപടിയ്ക്ക്

ഉഷാ സ്കൂൾ ഓഫ് അത്ലറ്റിക്സിന്റെ അടിസ്ഥാന സൗകര്യ വികസനം

പോദ്യം		ഉത്തരം	
ശ്രീ എ. പി. അനീൽ കുമാർ		ശ്രീ വി. അബ്ദുറഹീമാൻ (നൂനപക്ഷക്ഷേമം, കായികം, വെഫ്, ഹജ് തീർത്ഥാടന വകുപ്പ് മന്ത്രി)	
(എ)	<p>ഉഷാ സ്കൂൾ ഓഫ് അത്ലറ്റിക്സിന് വേണ്ടി സർക്കാർ അനുവദിച്ച ഭൂമിയിൽ അനധികൃത നിർമ്മാണം നടത്തുന്നു എന്ന പരാതി ഗൗരവത്തോടെ കാണുന്നുണ്ടോ; എങ്കിൽ ഇക്കാര്യത്തിൽ എന്തൊക്കെ തുടർനടപടികൾ സ്വീകരിച്ചിട്ടുണ്ട് എന്ന് വ്യക്തമാക്കുമോ;</p>	(എ)	<p>കോഴിക്കോട് ജില്ലയിലെ പനങ്ങാട് ഗ്രാമപഞ്ചായത്ത് പരിധിയിൽ ഉൾപ്പെട്ടതും KSIDC ലീസിന് നൽകിയതുമായ സ്ഥലത്താണ് ഉഷ സ്കൂൾ ഓഫ് അത്ലറ്റിക്സ് എന്ന സ്ഥാപനം പ്രവർത്തിച്ചു വരുന്നത്. പഞ്ചായത്തിന്റെ അധീനതയിലുള്ളതും ആസ്തി രജിസ്റ്ററിൽ ഉൾപ്പെട്ടതുമായ KSIDC കാന്തലാട് മല റോഡിന്റെ ഇരുഭാഗങ്ങളിലുമായി ഉഷ സ്കൂൾ ഓഫ് അത്ലറ്റിക്സിന്റെ ഭൂമി സ്ഥിതി ചെയ്യുന്നു. ഇരുപതിൽ അധികം കുടുംബങ്ങളാണ് കാന്തലാട് മലയിൽ ഇപ്പോൾ താമസിച്ചു വരുന്നത്. ഇതിൽ ഭൂരിഭാഗവും പട്ടികജാതി വിഭാഗത്തിൽപ്പെട്ടവരാണ്. കാലാകാലങ്ങളായി കാന്തലാട് മലയിലുള്ളവർ യാത്രയ്ക്കായി ഉപയോഗിക്കുന്നത് ഈ റോഡാണ്. രൂക്ഷമായ കടിവെള്ള ക്ഷാമം നേരിടുന്ന ഒരു പ്രദേശം കൂടിയാണ് കാന്തലാട് മല. ജൽജീവൻ മിഷൻ പദ്ധതിക്ക് കീഴിൽ പഞ്ചായത്ത് പരിധിയിൽ കടിവെള്ള വിതരണം നടത്തുന്നതിന് പൈപ്പ് ലൈൻ സ്ഥാപിക്കൽ പ്രവർത്തി കേരള വാട്ടർ അതോറിറ്റി നടത്തി വരുന്നുണ്ട്. അപ്രകാരം കാന്തലാട് മല റോഡിലും ടി പൈപ്പ് ലൈൻ സ്ഥാപിക്കൽ പ്രവൃത്തി നടന്നു വരുന്നു. ടി പ്രവൃത്തിയാണ് അനധികൃത നിർമ്മാണം നടത്തുന്നു എന്നരോപിച്ച് ഉഷ സ്കൂൾ ഓഫ് അത്ലറ്റിക്സ് അധികൃതർ തടഞ്ഞിട്ടുള്ളത്. ടി സ്ഥാപനത്തിന്റെ അധീനതയിലുള്ള ഭൂമിയിൽ യാതൊരു വിധ നിർമ്മാണ പ്രവർത്തനവും നടത്തിയിട്ടില്ല.</p>
(ബി)	<p>പ്രസ്തുത സ്കൂളിന് ഭൂമി അനുവദിച്ചത് എന്നാണെന്നും എന്തൊക്കെ വ്യവസ്ഥകളിലാണ് ഭൂമി അനുവദിച്ചത് നൽകിയതെന്നുമുള്ള വിശദാംശം ലഭ്യമാക്കുമോ;</p>	(ബി)	<p>സർക്കാരിന്റെ നിർദ്ദേശ പ്രകാരം KSIDC യും ഉഷ സ്കൂൾ ഓഫ് അത്ലറ്റിക്സും തമ്മിലുള്ള ഭൂമി കൈമാറ്റം 26.04.2006 മുതൽ 50 വർഷത്തേയ്ക്കുള്ള പാട്ടക്കരാർ പ്രകാരമാണ് അനുവദിച്ചിട്ടുള്ളത്. പ്രസ്തുത</p>

			<p>പാട്ടക്കരാറിന്റെ പകർപ്പ് <u>അനുബന്ധമായി ചേർക്കുന്നു.</u></p>
(സി)	<p>പ്രസ്തുത സ്കൂളിനായി അനുവദിച്ച ഭൂമിയിൽ മയക്കുമരുന്ന് സംഘങ്ങൾ താവളമാക്കുന്നതായും കായിക താരങ്ങളുടെ സുരക്ഷ ഉറപ്പാക്കുവാൻ കഴിയാത്ത സാഹചര്യം നിലനിൽക്കുന്നതായും പറയപ്പെടുന്നത് ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ; എങ്കിൽ പ്രസ്തുത സ്കൂളിന്റെ സുരക്ഷ ഉറപ്പാക്കുന്നതിനായി ചുറ്റുമതിൽ ഉൾപ്പെടെ അടിസ്ഥാന സൗകര്യങ്ങൾ ഒരുക്കി നൽകുന്നതിന് നടപടി സ്വീകരിക്കുമോ എന്ന് വ്യക്തമാക്കുമോ?</p>	(സി)	<p>ശ്രദ്ധയിൽപ്പെട്ടിട്ടില്ല</p>

സെക്ഷൻ ഓഫീസർ



THIS DEED OF LEASE made on this the 26th day of April 2006 BETWEEN the KSIDC Ltd. having its Registered Office at Keston Road, Kowdiar, Trivandrum - 695 003 represented by its Asst.Gen.Manager, Sri.N.Suresh (Hereinafter called the Lessor, which term shall include their successors in interest) of the first part and Usha School of Athletics, Koyilandy, Kozhikode - 673 305 represented by its President Smt. P.T. Usha (hereinafter called the Lessee, which term shall include their successors in interest, heirs, administrators and executors) of the second part.

WHEREAS the Lessee has applied to the Lessor for the grant of the land fully described in the schedule attached to this agreement and by the strength of the orders passed by the Government of Kerala as per G.O.(MS) No. 365/04/GED dated 30.11.2004 and G.O.(MS) 8/05/ID dated 22.01.2005 for the transfer of 30 acres of land from the Industrial Growth Centre, Kozhikode which belongs to the lessor on lease for 50 years to the lessee for setting up a Sports School, and

WHEREAS the Lessor has agreed to lease the property shown in the schedule below and the Lessee has agreed to take lease of the said property for a period of 50 years upon the terms and conditions hereinafter mentioned.

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1. N. SURESH

2.

P.T. Usha

No. 285 Date 26.4.06

Rs. 500

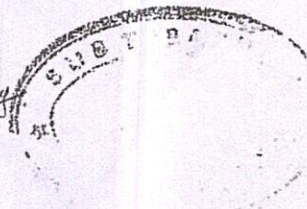
Name P.T. Usha, President Usha School of Athletics Koyilandy

REGISTER STAMP

P.T. Usha

For USHA SCHOOL OF ATHLETICS

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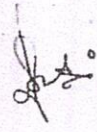
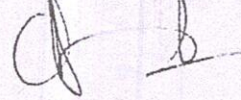


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26th April 2006

N. SURESH



N. SURESH
Assistant General Manager KSIDC


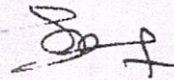


2.

P. T. Usha

President Utharashan of Athletics Boy's Club

Suresh Babon . E. P.

Elepparambath

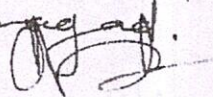
Post Maniyur

Viz Payyoli S/O Gopalam

KSIDC Assistant

K.P. Nisur Ahmed (Nisur) S/O Abdul Kader,

26th April 2006



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ASST. GENERAL MGR
KSIDC



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NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of an annual lease rent of Rs. 3,000/- (Rupees Three thousand only) hereinafter mentioned and contained, the Lessor hereby demise and lease unto the Lessee and the Less hereby takes on lease the property measuring 30 acres, comprised in survey number 108 of Kinalur Village in Koyilandy Taluk of Kozhikode District which is more specifically described in the schedule below for a period of 50 years from the date hereon together with all rights, and, appurtenance thereto belonging to except and reserving with the lessor all mines, materials, trees etc. in and under the said land or any part thereof TO HOLD the said property herein before expressed to be thereby demised (hereinafter referred to as the demised premises) for the said period of 50 years unless the lease is determined earlier by provisions of this deed.
2. And that the Lessee shall be liable to pay the Lessor unconditionally the value of structures, buildings, trees and other usufructs whatsoever, as fixed by the competent authority standing in the allotted 30 acres of land which is more specifically described in the schedule, apart from the annual lease rent of Rs. 3,000/- since the same as such does constitute value fixed for land only. The Lessor hereby reserves the right to exercise or waive this stipulation subject to the decision of the Government in this regard. The lessor reserves the right to enjoy the yields and all sorts of usufructs from trees, plantations etc which are standing in the aforesaid scheduled property land granted under lease to the lessor.

contd.....3

1. N. SURESH

2. P.T. Usha

No. 286 Date 24.10.06

Rs. 500

Name P.T. Usha, President, Cishar School of Athletics, Koyilandy

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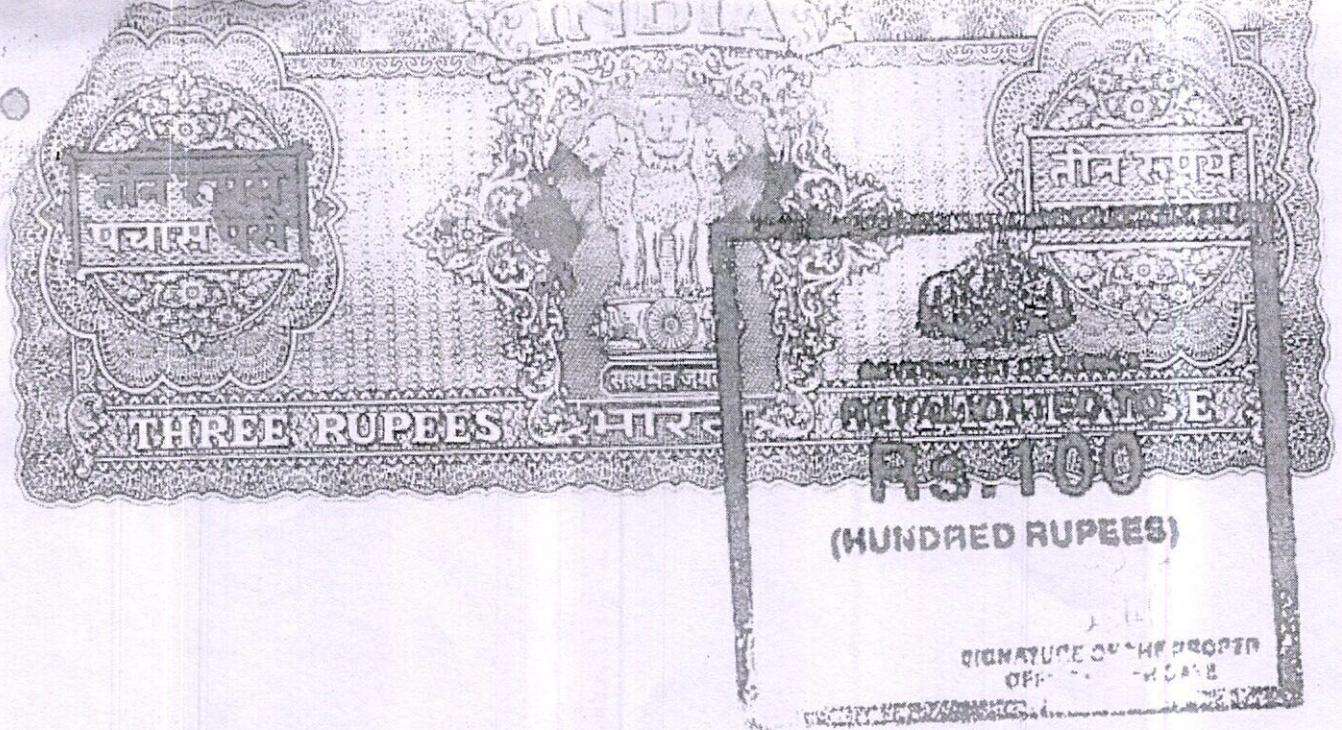
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3. The annual rent of the property payable by the Lessee to the Lessor shall be paid in advance every year to the Lessor and receipt obtained on or before 31 st of January of every year.
4. All taxes which are now payable with respect to the property, if any, such as land revenue, property tax, etc. and all other taxes which may hereafter be levied by any authority whatsoever as payable in respect of the said land or buildings thereon shall be paid by the Lessee. The Lessee shall also pay the current charge and water charges payable to KSEB and Water Authority respectively.
5. The Lessee can use the land only for the purpose of running a Sports School or for using the same for sports purposes and in case the land is used for other purpose than for which the lease is granted, KSIDC has the right to take back the possession and right in the property without any compensation.
6. The Lessee shall not make any excavation upon any part of the demised property nor remove any sand, stone, gravel, clay or earth there from except for the purpose of forming foundation for the building or for the purpose of executing any work pursuant to the terms of the lease.
7. The Lessee shall fence and protect the demised premises with compound wall during construction at the expense of the Lessee.

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1. N. SURESH

2. P.T. Usha

No. 287

Rs. 100

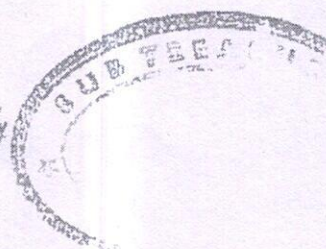
Name. P.T. Usha

KAKKUR ST.

K. T. CHANDRAN

24.6.06

President Usha School of Athletics, Kozhikode



For USHA SCHOOL OF ATHLETICS

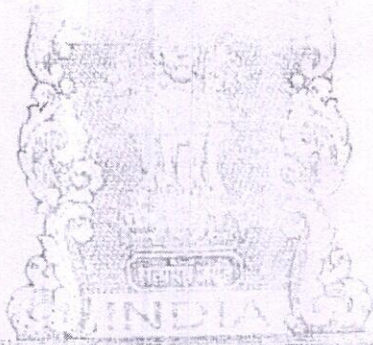
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- 4 -

- 8. The Lessee shall submit the blue prints of the civil constructions approved by the competent authority to the Lessor. The Lessee shall observe and conform to all rules, regulations and byelaws of the local authority concerned or any other statutory regulations in any relating to public health and sanitation in force in the time being in force.
- 9. The Lessee shall not use the demised premises or any part thereof for any purpose which may be obnoxious, or offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, noise vibrations, or fire hazards and any such emissions shall not result in the violation of pollution control regulations fixed by legislations in force in that event the lessor has the right to terminate the lease forthwith.
- 10. The Lessee shall not do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

contd.....5

1. N. SURESH

2. P.T. Usha

No. 208 Date 24.6.06

For.....20

Name P.T. Usha, President Usha School of Athletics Kozhikode

MEMBER STAMP VENDOR

Ms. T. S...

2. P T. Usha

For USHA SCHOOL-OF ATHLETICS

Secretary



Handwritten notes and a signature. The notes include the number "6" and the word "Good". The signature is a stylized, cursive mark.




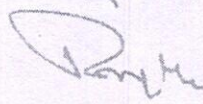
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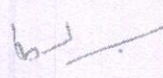
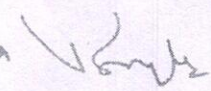
- 5 -

11. The Lessee shall not alienate the demised property or any part thereof or the building that will be constructed in the demised land during the period of lease. The Lessee may mortgage the right acquired by this deed in favour of the Government of Kerala or the Central Government or corporate bodies like LIC, KSIDC, Industrial Development Bank of India, KFC etc. to secure monies advanced by such Government or bodies for the erection of the building or equipments required for the project the Lessee. However, the Lessee shall obtain No Objection Certificate from the Lessor in writing for creation of second and subsequent charges.
12. If default is made in the payment of rent, it shall be lawful for the Lessor, in addition to or in the alternative to any other remedy that may be available, at the discretion of the Lessor to eject the Lessee from the land hereby demised and from the buildings and structures that may have been erected thereon and to take possession thereof as full and absolute owner thereof. Provided that sufficient opportunity should be given to the Lessee to clear the rent arrears.

contd.....6

1. N. SURESH 
2. P.T. usha 

289 Date 20.4.06
16
P.T. Usha, President, Usha School of Athletics,
Kozhikode

1. 
2. P.T. usha 

For USHA SCHOOL OF ATHLETICS



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13. If the lease rent or any other amount payable by the Lessee to the Lessor is not paid on the date on which it becomes due, simple interest at 14% per annum or such other rates as may be fixed by the Lessor from time to time shall be charged on such amount in arrears from the date on which it was due till the date of payment. If the lease rent or any other amount payable by the Lessee is kept in arrears, the same may be recovered from the Lessee as arrears of land revenue under the provisions of Kerala Revenue Recovery Act or the same shall be adjusted from the lease deposit on termination of the lease.
14. The Lessor reserves the right to resume the whole of the demised premises or any part thereof for breach of any of the covenants stipulated herein before after giving Lessee not less than 120 days notice in writing.
15. The Lessor may accept the voluntary surrender of the demised premises by the Lessee on such terms and conditions as decided by the Lessor from time to time in this regard.
16. The Lessor may at its discretion consider the request of the Lessee for the transfer of leasehold rights of demised premises in favour of a new entrepreneur as identified by the Lessee during the period of lease imposing such terms and conditions as decided by the Lessor from time to time in this regard.
17. The Lessor if intends to exercise his right of re-entry under the terms of the lease deed, he shall give 120 days prior notice to financial institutions/Banks in whose favour the Lessee has mortgaged his right, under this agreement.
18. The lease rent shown above is arrived at based on the land value fixed by the competent authority at the time of acquisition of the land for the project. In case higher quantum of compensation is allowed by the Court/Authority under the Land Acquisition Act, the Lessee shall be liable to meet the additional liability on this count to the extent of the demised property.
19. On matters not specifically stipulated in this presents, the Government shall be entitled to give directions to the Lessor and Lessee which shall be carried out and default in carrying out such direction will be a breach of conditions of these presents.
20. (i) The lessee agrees to amend their Trust deed so as to constitute a Management Committee under the Chairmanship of the Lessor exclusively to look after and manage the affairs of "Usha School of Athletics" and allied sports units to be established in the leased land at IGC Kozhikode as directed by the Government. The said Management Committee shall have the following permanent members:
 - a. The Managing Director, KSIDC or his Nominee
 - b. Secretary (Sports) Government of Kerala or his Nominee
 - c. The District Collector, Kozhikode or his Nominee

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1. N. SURESH

2. P.T. Usha

For USHA SCHOOL OF

Secretary

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(ii) The Trustees of the lessee should have no right without lessor's prior written approval to:

- (a) Increase the number of members of the aforesaid Management Committee from their part beyond 3 (Three)
 - (b) Alter the composition of the aforesaid Management Committee or reduce its powers or abolish the same.
21. The present Trust deed of the lessee should be duly amended and registered afresh incorporating all the points mentioned above and submitted to the lessor at the time of execution of this lease agreement.
 22. The lessor reserves the option to insist for confirmation of the Trust deed by the relevant Court under Civil Procedure Code if it so required at any point of time in future.
 23. If the lessee or anybody whomsoever represented by him is doing any act in violation of the aforesaid points under clauses (20), (21) and (22) the lessor reserves the right to terminate the this lease agreement and repossess the leased land at IGC Kozhikode with all improvements and infrastructure facilities developed by the lessee without paying any compensation to the lessee.
 24. The lessee shall exercise the option to avail the long term lease schemes applicable to general allottees of land under the lessor during the tenancy of this agreement by paying the additional lease rentals/premium due to the lessor in this regard prevailing at the time of conversion. Thus once the lessee opts and avails the general lease schemes in the place of the present lease scheme by virtue of G.O. (MS) No. 365/04/GED dated 30-11-2004, the Management Committee of the Government as cited therein will cease to exist.
 25. In addition to the annual lease rental of Rs. 3,000/- as cited in the Government Order, the lessee should pay separately the rentals for built up area let out to them by lessor @ Rs.38/- per square meter per month and @ Rs.35/- per square meter per month for the Administrative Building and Standard Design Factory Building respectively.
 26. That this agreement shall be renewed in times of need and at the option of Lessor and Lessee subject to the provisions of Law of Limitation Act, if it so requires.
 27. The annual lease rent fixed shall be subject to escalation in the course of time as fixed by the Government in tune with the inflationary rates on money values.
 28. The following four items should be annexed to the agreement and they shall do form an integral part of this agreement:
 - i) The sketch of land pertaining to 30 acres.
 - ii) The schedule of demised property showing survey numbers and respective areas allotted on lease.

contd.....8

1. N. SURESH

2. P. T. Usha

For USMA SCHOOL OF ATHLETICS

Secretary

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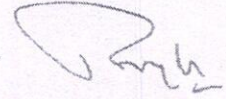
- iii) The List and Mahasar of buildings/structures, trees and other usufructs, standing in the aforesaid property extending to 30 acres allotted to the Lessee on Lease for 50 years.
- (iv) The amended Trust Deed of the Lessee.

29. This agreement is executed in duplicate for the possession of Lessee and Lessor respectively.

1. N. SURESH

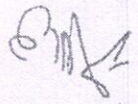


2. P.T. Usha



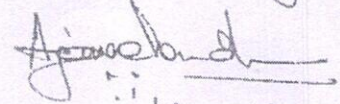
Witnesses:-

1. Pattiyattil Mohammed Faizal



Elo. P. Saheed Mohammed Haji, Balussery.

2. P.A. Ajana Chandran



Elo K. Achuthan Nair, 'Kammani' KuruVargad.

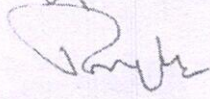
Prepared, Manuscript portion written and Printed by V.V.Imbichimammad
Lno.DBD.250.SBD.279

Note of Corrections: NIL

1. N. SURESH

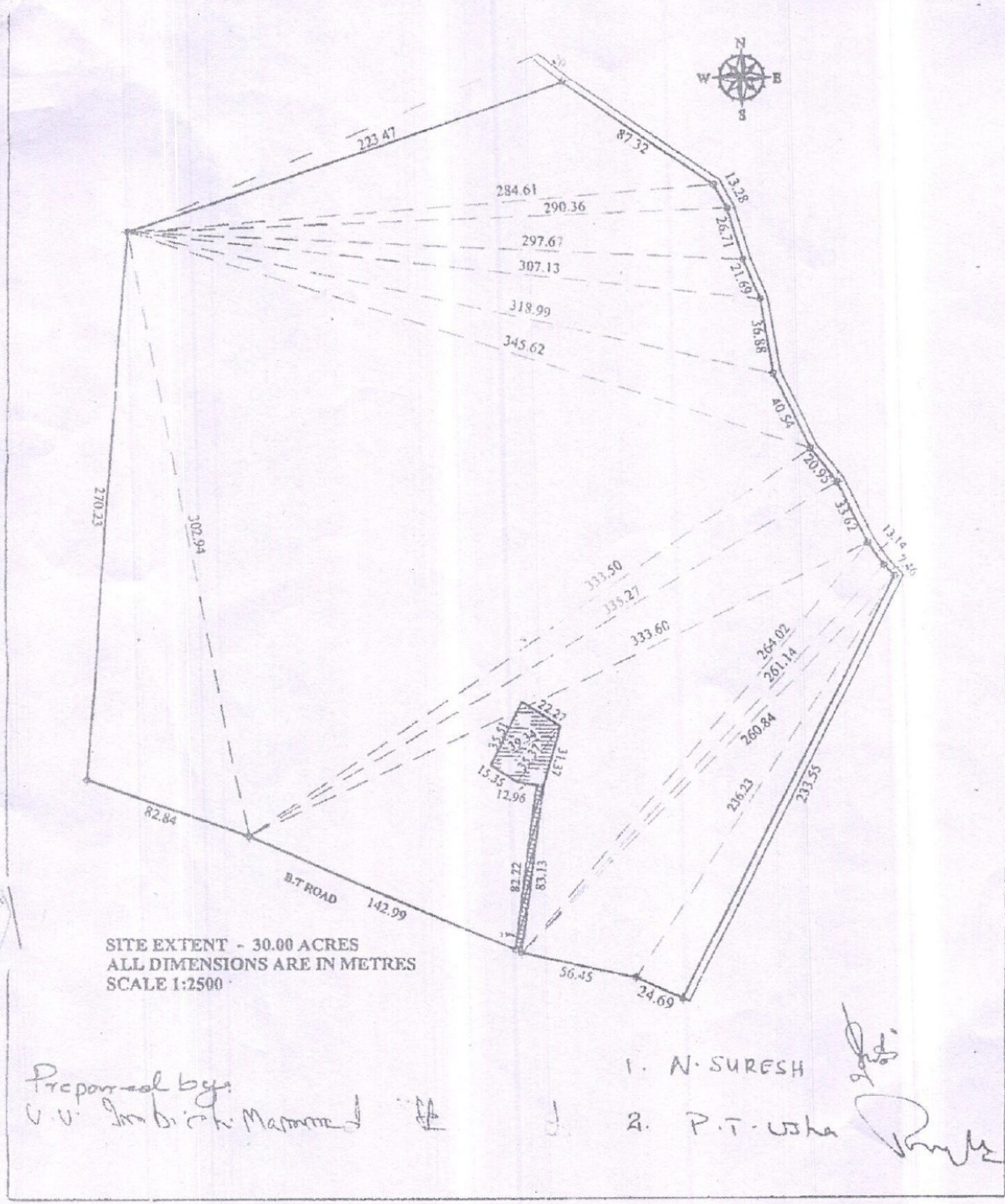


2. P.T. Usha



For USMA SCHOOL OF ATHLETICS
For USMA SCHOOL OF ATHLETICS

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For USHA SCHOOL OF ATHLETICS

Jayesh Pillan

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