

15 -ാം കേരള നിയമസഭ

13 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1964

03-03-2025 - ൽ മറുപടി

സി-ഡിറ്റിന്റെ വാടക കെട്ടിടം സംബന്ധിച്ച്

ചോദ്യം		ഉത്തരം	
ശ്രീമതി കെ. കെ. രമ		ശ്രീ. പിണറായി വിജയൻ (മുഖ്യമന്ത്രി)	
(എ)	സർക്കാർ സ്ഥാപനങ്ങൾക്ക് കെട്ടിടങ്ങൾ വാടകയ്ക്ക് എടുക്കുന്നതുമായി ബന്ധപ്പെട്ട് സർക്കാർ കാലാകാലങ്ങളിൽ പുറപ്പെടുവിച്ചിട്ടുള്ള ഉത്തരവുകൾ പ്രകാരം സ്വീകരിച്ചിരിക്കേണ്ട നടപടിക്രമങ്ങൾ സി-ഡിറ്റിന് ബാധകമാണോ; ആണെങ്കിൽ എന്തൊക്കെയാണെന്ന് വ്യക്തമാക്കുമോ;	(എ)	ബാധകമല്ല. തിരുവിതാംകൂർ ചാരിറ്റബിൾ സൊസൈറ്റീസ് ആക്ട് 1955 പ്രകാരം രജിസ്റ്റർ ചെയ്ത സർക്കാർ തീരുമാനത്തിനുസരിച്ച് പ്രവർത്തിച്ചുവരുന്ന സ്ഥാപനമാണ് സിഡിറ്റ്. 04.12.1988 ലെ GO (Ms) No.32/88/CAD ഉത്തരവ് പ്രകാരം സർക്കാർ അംഗീകരിച്ച റൂൾസ് ആന്റ് റെഗുലേഷൻസാണ് സിഡിറ്റിന്റെ പ്രവർത്തനങ്ങൾക്ക് ബാധമായിട്ടുള്ളത്. സി-ഡിറ്റ് പത്രപരസ്യം നൽകി ടെണ്ടർ ക്ഷണിച്ചതിന്റെ അടിസ്ഥാനത്തിലാണ് പ്രസ്തുത കെട്ടിടം വാടകയ്ക്ക് എടുത്തത്. അംഗീകരിച്ച ടെണ്ടറിന്റെയും ഉടമസ്ഥനുമായി ഒപ്പുവെച്ചിട്ടുള്ള വാടകകരാറിന്റെ അടിസ്ഥാനത്തിലാണ് വാടക നിശ്ചയിച്ചിട്ടുള്ളത്.
(ബി)	പ്രസ്തുത ഉത്തരവുകൾ പ്രകാരമല്ലാതെ കെട്ടിടങ്ങൾ വാടകയ്ക്ക് എടുത്തിലൂടെ സർക്കാരിന് വാടകയിനത്തിൽ ഭീമമായ തുക നഷ്ടപ്പെട്ട സാഹചര്യം സർക്കാർ പരിശോധിക്കുകയുണ്ടായോ; ഇല്ലെങ്കിൽ ഇതു സംബന്ധിച്ച് അന്വേഷണം നടത്തുന്നതിന് തയ്യാറാകുമോ;	(ബി)	സി-ഡിറ്റിന്റെ പ്രവർത്തനങ്ങൾക്കായി വാടകയ്ക്ക് എടുത്തിട്ടുള്ള കെട്ടിടങ്ങളുടെ വാടക ചിലവ് സി-ഡിറ്റിന്റെ പ്രോജക്ട് വരുമാനത്തിൽ നിന്നുമാണ് നൽകുന്നത്. ഇതുമൂലം സർക്കാരിനു നഷ്ടമുണ്ടായിട്ടില്ല.
(സി)	കഴിഞ്ഞ സർക്കാരിന്റെ കാലം മുതൽ ഫസ്റ്റ് ഫ്ലോർ, ടി.സി. 26/322 (3, ചിറ്റേഴം ലാവണ്യ, എസ്.എം.എസ്.എം ഇൻസ്റ്റിറ്റ്യൂട്ടിന് പിന്നിൽ, സ്റ്റാച്യു പാളയം, തിരുവനന്തപുരം, കേരള 695001) എന്ന കെട്ടിടം വാടകയെടുത്തിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ പ്രസ്തുത കെട്ടിടത്തിന് വാടകയിനത്തിൽ നാളിതുവരെ നൽകിയ തുകയെത്രയെന്ന് വ്യക്തമാക്കുമോ; വാടക കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;	(സി)	ഉണ്ട്. പ്രസ്തുത കെട്ടിടത്തിന് കഴിഞ്ഞ സർക്കാരിന്റെ കാലം മുതൽ വാടകയിനത്തിൽ 3,11,27,966 രൂപ നാളിതുവരെ നൽകിയിട്ടുണ്ട്. വാടക കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.
(ഡി)	പ്രസ്തുത കെട്ടിടത്തിന്റെ വാടക നിശ്ചയിക്കുന്നതിനായി ഏതെങ്കിലും ഉദ്യോഗസ്ഥൻ കെട്ടിടം പരിശോധിച്ചിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ പരിശോധന നടത്തിയ ഉദ്യോഗസ്ഥൻ വകുപ്പ്, വാടക നിശ്ചയിച്ചു	(ഡി)	ഇല്ല.

നൽകിയ റിപ്പോർട്ട് എന്നീ വിവരങ്ങൾ ലഭ്യമാക്കാമോ?		
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സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

28AA 150561

This DEED LICENCE executed on this the 12th day of September 2024 between Dr. C.V. Ananda Bose and Mrs. Lekshmi Ananda Bose residing at 6/763(4), Chittiezham Lavanya, Eswari Amman. Kovil Lane, Arappura, Vattiyoorkavu P.O., Thiruvananthapuram 695013 presently residing at Plot No. 81 Chi-IV, Lagerstromia Estate, G. Noida 201312 (hereinafter together referred to as the licensor which expression shall unless it be repugnant the context of meaning thereof, be deemed to include heirs, executors and administrator and assigns) of the first part and C-DIT, an autonomous society under the Government of Kerala registered under Travancore Cochin Literary Scientific and Charitable Societies Registration Act 1955 having its registered office located at Chitrangali hills, Thiruvallam, Thiruvananthapuram 695027, Kerala, represented by its Registrar hereinafter referred as the licensee of the Second Part.

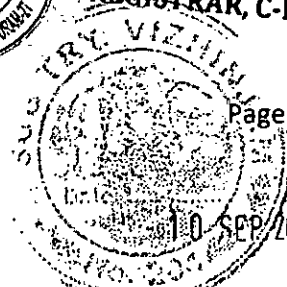
Whereas the second party is desirous to take on License, a total area of 9605Sq.ft. of the 4 storey building bearing TC No. 26/322-1, 26/322-2, 26/322-3, 26/322-4 situated in 10 cents of land comprised in Survey No. 2869/1-1 of Vanchiyoork Village of Thiruvananthapuram Taluk and situated at Statue Junction, behind SMSM Institute, GPO Post, Thiruvananthapuram -1 owned by the Licensors for the purpose of office accommodation of the Licensee.

Whereas the first party has agreed to provide the said building with fixtures and fittings detailed in the annexure attached herewith on a monthly License fee as per the schedule below (Clause 24) for the period agreed hereinafter.



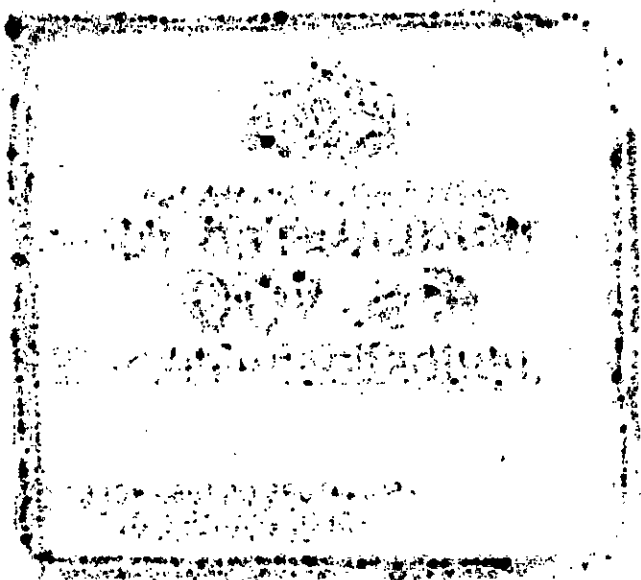
JAYADEVANAND A. K.
REGISTRAR, C-DIT

No. 11088 Date 12/09/2024
Name Registrar C-dit
Thiruvananthapuram
Rs - 100



Page 1 of 5

THIRUVALLAM VENDOR, SREEJA. S



JAYADEVANAND A. K.
-REGISTRAR, C-DIT-



കേരളം KERALA

28AA 150562

Now this deed of Lease Agreement witness that in consideration of the monthly license fee hereby reserved to fulfill the covenants hereinafter contained, the Licensor has granted full leave liberty to occupy the said building by way of License for a period of 6 months with effect from 1st July 2024 till 31st December 2024 subject to the following conditions

1. This License agreement is made in duplicate on stamp paper worth of Rs. 200/- each. Both shall have the same legal validity and each of the original and duplicate in original of the agreement will be kept by the Licensor and the Licensee respectively.
2. The Licensee shall occupy and shall be at liberty to use the scheduled premises of the said building only for the purpose of its Office and not for any other purpose.
3. The Licensee shall not sublet or part with the possession of the building premises or any part thereof. The Licensee shall not use the Scheduled building so as to destroy or reduce its value or utility in any manner.
4. Under no circumstance shall the licensee give the licensed space or any portion of the building taken by them to any other and the area shall be used only for the purpose for which it was taken.
5. If found that the Licensee is using the building or any portion of the building for other purposes than it is taken, the Licensor are at liberty to vacate the Licensee from the building with proper notice.
6. The licensee shall not have any right to any portion of the building other than the licensed area given to them.

No. 11089 Date 12/09/2024
Name Registrar C-DIT
Thiruvallam
Pg-100/-

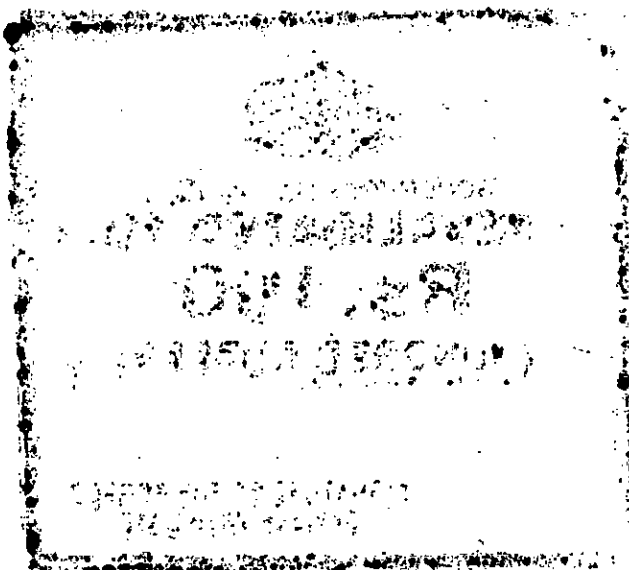
Amirath

THIRUVALLAM VENDOR, SREEJA. S



AYADEVANAND A. K.
REGISTRAR, C-DIT
Page 2 of 5

10 SEP 2024



REGISTRAR C-DIT
JAYADEVANAND A.K.

7. The Licensee has agreed to pay a monthly License fee as detailed in the schedule below (Clause 24) on or before 5th of each and succeeding calendar month. The Licensee shall keep with the sum of Rs. 18,06,960/- (Eighteen lakhs six thousand nine hundred and sixty only) as interest-free security deposit. The Licensor can retain the deposit so long as the scheduled premise is in the occupation of the Licensee and shall refund the said amount of security deposit on termination of this agreement within 7 days.
8. The Licensee hereby agrees to pay monthly water charges and monthly electricity charges for the period of license as per the bills invoiced by Kerala Water Authority and Kerala State Electricity Board for the water/electricity consumed.
9. If the bill for any water and electricity charges during the period of License is received after the Licensee has vacated the premises that bill also shall be paid by the Licensee.
10. The Licensee shall not cause any damage, alterations etc. to the building including the portion taken out by them by this Deed of License. The Licensee should compensate the Licensor for any loss or damages caused to the building or premises due to the negligent act of the Licensee or his employees within a period of thirty days from the date of a written demand from the Licensor, failing which the Licensor shall adjust the compensation from the security deposit towards a full and final settlement. In case the damage is more than the security deposit made, the excess amount shall be paid by the Licensee.
11. The fittings such as door, window, fans, light fittings, bathroom fittings, therein are all provided by the licensor and such fittings shall be properly maintained by the Licensee and shall not be removed, altered or changed without the written consent of the Licensor.
12. The Licensee shall not make any structural or permanent alteration in the said premises, without the prior written consent of the licensor.
13. The Licensor agrees to in accordance with clause 10 above and allow the Licensee to fit and install fixtures including room partitions, air conditioners, networking and electrical cabling at the cost of the Licensee in connection with the interior decoration within the scheduled premises without causing any damage to the premises and the same shall be removed by the Licensee when he vacates the premises, No material alteration shall be made in the scheduled premises.
14. The Licensor shall retain absolute and exclusive control, management of the entire building and premises subject to the permission granted to Licensee.
15. The Licensor shall arrange for upkeep and maintenance of the premises to ensure that the building and premises are in proper condition for use. The Licensor, his servants and agents at all reasonable time shall have the right to enter the portion and do all necessary things for maintenance upkeep etc. of the premises with prior intimation to the licensee.
16. Upon termination of this agreement, the Licensee shall peacefully and quietly deliver unto the Licensor the possession of the said premises except for damage by tempest, earthquakes, fire, military or mob violence or any act of nature, the accident of irresistible force beyond the control of Licensee.
17. The Licensee shall on the expiry of the lease period or earlier by three months' notice on either side, deliver vacant possession of the demised portion of the said building to the Licensor in as

Signature



Signature
VADEVANAND A. K.
REGISTRAR, C-DIT

good condition as it has received, subject to the normal wear and tear and shall remove such removable fixtures that have been put by the Licensee without damage to the premises.

18. In the event of default of License fee for more than two consecutive months, the Licensor is at liberty to resolve or terminate this agreement by giving the Licensee 15 days' notice in writing. Whereupon the Licensee is liable to give vacant position of the licensed space.
19. The Licensor shall not put forth any demand for higher License fee during the currency of the term of License other than what is specified herein.
20. The Licensor shall pay the Corporation tax, property tax and other rates and taxes, charges or outgoing of whatsoever nature to the respective bodies and authorities as and when they fall due.
21. For breach of covenants by the Licensee and on giving notice of termination by the Licensor, in case the Licensee fails to vacate the premises the Licensor shall be entitled to enter the premises and take vacant possession of the premises at the cost and risk of the Licensee.
22. In case of dispute with the Licensor and License the same shall be redressed by invoking the jurisdiction of the Court of Thiruvananthapuram. The Licensor or his authorized agents shall be the person to sue and to be sued on behalf of the Licensor, and he is the person who will issue receipts towards receipt of License fee.
23. The Licensor hereby acknowledge having received a sum of Rs. 18,06,960/- (Eighteen lakhs six thousand nine hundred and sixty only) towards security deposit free of interest. Rent cannot be adjusted in security deposit (advance) at the time of vacating the said area.

24. Schedule of License space

Commercial space as detailed in the following table of the building known as "Chittezham Lavanya" having TC No 26/322 (1 to 4) situated in Thiruvananthapuram upon land bearing Survey No. 2869/1-1 Vanchiyoor Village, Thiruvananthapuram Taluk collectively referred to herein above as licensed space of the sake of brevity without any interest in the immovable property.

Floor	Area in Sq.ft.	Rate in ₹	Amount in ₹ *
Basement with side room	2630	42.546	111,895.98
Ground floor	2030	42.546	86,368.38
First floor	2030	38.892	78,950.76
Second Floor	1965	38.892	76,422.78
Basement external side hall	950	36.435	34,613.25
Total	9605		3,88,251.00

*GST extra at the applicable rates

**TDS will be deducted as per rule

Signature

Signature
JAYADEVANAND A. K Page 4 of 5
REGISTRAR, C-DIT



It is further agreed that the monthly License fee will be paid separately into the accounts of Dr. C.V. Ananda Bose and Mrs. Lekshmi Ananda Bose, as equal share. GST as applicable will be payable extra against tax invoice as per GST format with GSTN numbers of both parties.

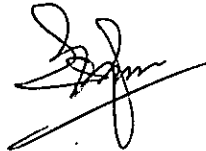
In Witness where of, the parties hereto have set and attested signature in their respective hands on the date and year herein above written.

Signed and delivery by the within the name

Licenser



Licensee



JAYADEVANAND A. K.
REGISTRAR, C-DIT



In presence of

1.

2.