

പതിനാലാം കേരള നിയമസഭ

പതിനാറാം സമ്മേളനം

നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നം. 4175

12-11-2019 ൽ മറുപടിക്ക്

ലാപ് ടോപ്പ് നിർമ്മാണത്തിന് കോകോണിക്സ് എന്ന സ്ഥാപനം

ചോദ്യം

ഉത്തരം

ശ്രീ. ജോൺ ഫെർണാണ്ടസ്

ശ്രീ. ഇ.പി. ജയരാജൻ

(വ്യവസായവും സ്പോർട്സും യുവജനകാര്യവും
വകുപ്പ് മന്ത്രി)

എ) സംസ്ഥാനത്ത് കെൽടോൺ, കെ.എസ്.ഐ.ഡി.സി., യു.എസ്.ടി ഗ്ലോബൽ എന്നീ സ്ഥാപനങ്ങൾ സഹകരിച്ച് ലാപ് ടോപ്പ് കമ്പ്യൂട്ടർ നിർമ്മാണത്തിനായി കോകോണിക്സ് എന്ന സ്ഥാപനം പ്രവർത്തനം ആരംഭിച്ചിട്ടുണ്ടോ വിശദമാക്കുമോ;

എ) ഉണ്ട്. ലാപ് ടോപ്പ് നിർമ്മാണം പുരോഗമിച്ചു വരുന്നു.

ബി) കോകോണിക്സ് എന്ന സ്ഥാപനം പ്രവർത്തിച്ചുവരുന്ന സർക്കാർ വക സ്ഥലം എന്തു വ്യവസ്ഥകളുടെ അടിസ്ഥാനത്തിലാണ് യു.എസ്.റ്റി ഗ്ലോബൽ കമ്പനിക്ക് കൈമാറിയിട്ടുള്ളതെന്ന് വെളിപ്പെടുത്തുമോ;

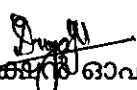
ബി) കോകോണിക്സ് പ്രവർത്തിച്ചുവരുന്ന സ്ഥലം യു എസ് ടി ഗ്ലോബൽ കമ്പനിക്ക് കൈമാറിയിട്ടില്ല. കെൽടോൺ മൺവിള യൂണിറ്റിന്റെ കീഴിലുള്ള ഈ സ്ഥലം കോകോണിക്സ് പ്രൈവറ്റ് ലിമിറ്റഡിന് മൂന്നുലക്ഷം രൂപ മാസ വാടകയ്ക്ക് 3 വർഷത്തേക്ക് പാട്ടത്തിന് നൽകിയിരിക്കുകയാണ്.

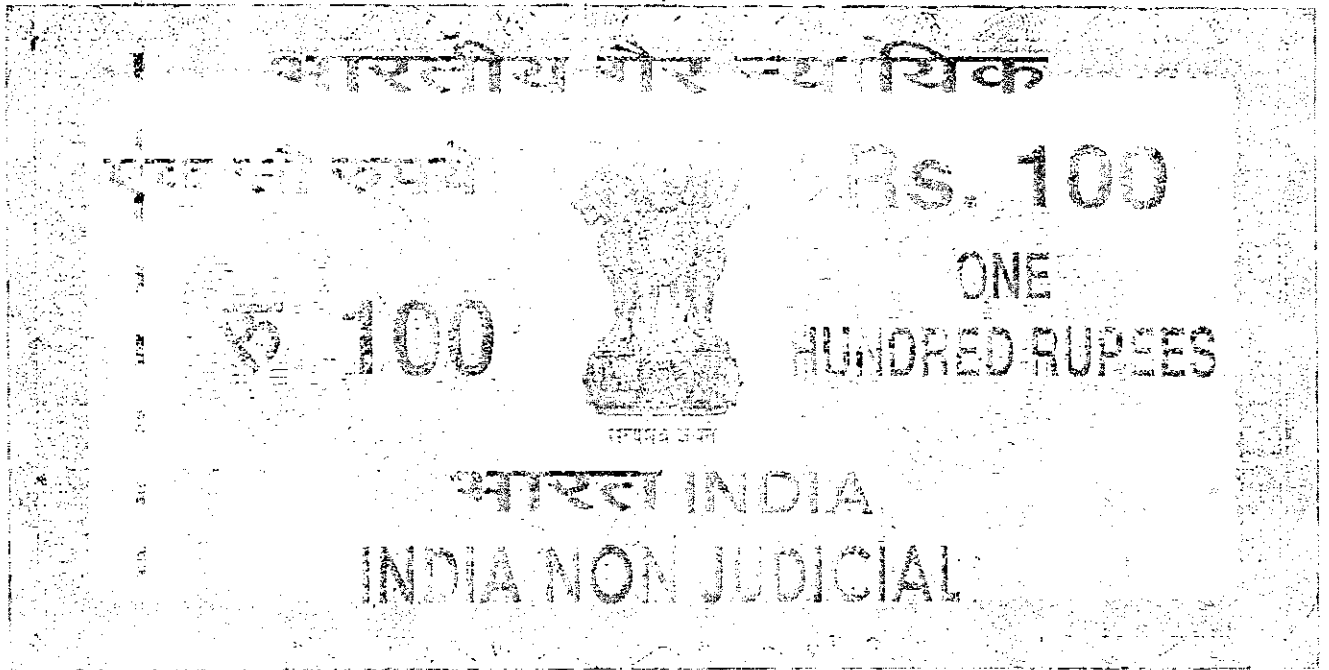
സി) ഇക്കാര്യത്തിൽ സർക്കാരും കമ്പനികളും അംഗീകരിച്ച് പ്രാബല്യത്തിൽ വന്നിട്ടുള്ള കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;

സി) പാട്ടക്കരാർ ഉണ്ട്. കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

ഡി) പ്രസ്തുത സ്ഥാപനത്തിന്റെ പ്രവർത്തനത്തിന് മൺവില വ്യവസായ എസ്റ്റേറ്റിൽ പ്രവർത്തിച്ചു വരുന്ന കെൽടോൺ അനുബന്ധ യൂണിറ്റുകൾ ആയ സി.പി.ജി., ടി.എസ്.ടി., എ.ഐ.എസ്.എൻ. എന്നീ യൂണിറ്റുകൾ ഉൾപ്പെടുത്തി ബാങ്ക് വായ്പ എടുക്കുന്നതിന് പ്രസ്തുത കമ്പനിക്ക് പദ്ധതിയുണ്ടോ; എങ്കിൽ വിശദാംശം വെളിപ്പെടുത്തുമോ?

ഡി) കോകോണിക്സിന്റെ പ്രവർത്തനത്തിനായി മൺവില വ്യവസായ എസ്റ്റേറ്റിൽ പ്രവർത്തിക്കുന്ന കെൽടോൺ യൂണിറ്റുകൾ ഉൾപ്പെടുത്തി ബാങ്ക് വായ്പ എടുക്കുവാൻ കോകോണിക്സിന് സാധിക്കുന്നതല്ല. കോകോണിക്സ് സ്ഥിതിചെയ്യുന്ന മൺവിലയിലെ 63 സെന്റ് (റീസർവേ നമ്പർ 463/ 1) സ്ഥലത്തിനും കെട്ടിടത്തിനുമുള്ള പാട്ടു കരാർ കാലാവധിയുള്ളിലെ പാട്ടു അവകാശം മാത്രമേ ബാങ്ക് വായ്പയ്ക്കായി ഈട് വയ്ക്കുവാൻ അവർക്ക് കഴിയുകയുള്ളൂ.


സെക്ഷൻ ഓഫീസർ



കേരളം കേരल KERALA

LEASE DEED

CC 718031

THIS DEED OF LEASE made at Thiruvananthapuram, this the 26th day of April Two thousand and Nineteen

BETWEEN

Kerala State Electronics Development Corporation Limited, a Company registered under Companies Act, 1956 with Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Thiruvananthapuram, represented by its Managing Director Smt. T R Hemalatha (hereinafter called the LESSOR, which expression shall, unless repugnant to the context, be deemed to include it's successors and permitted assigns) OF THE ONE PART

AND

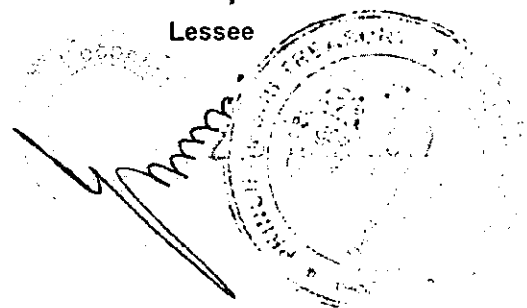
Coconics Private Limited, a Company registered under Companies Act, 2013 with Corporate Identity Number U30001KL2018PTC055194 and having Registered Office

Hemalatha
Lessor

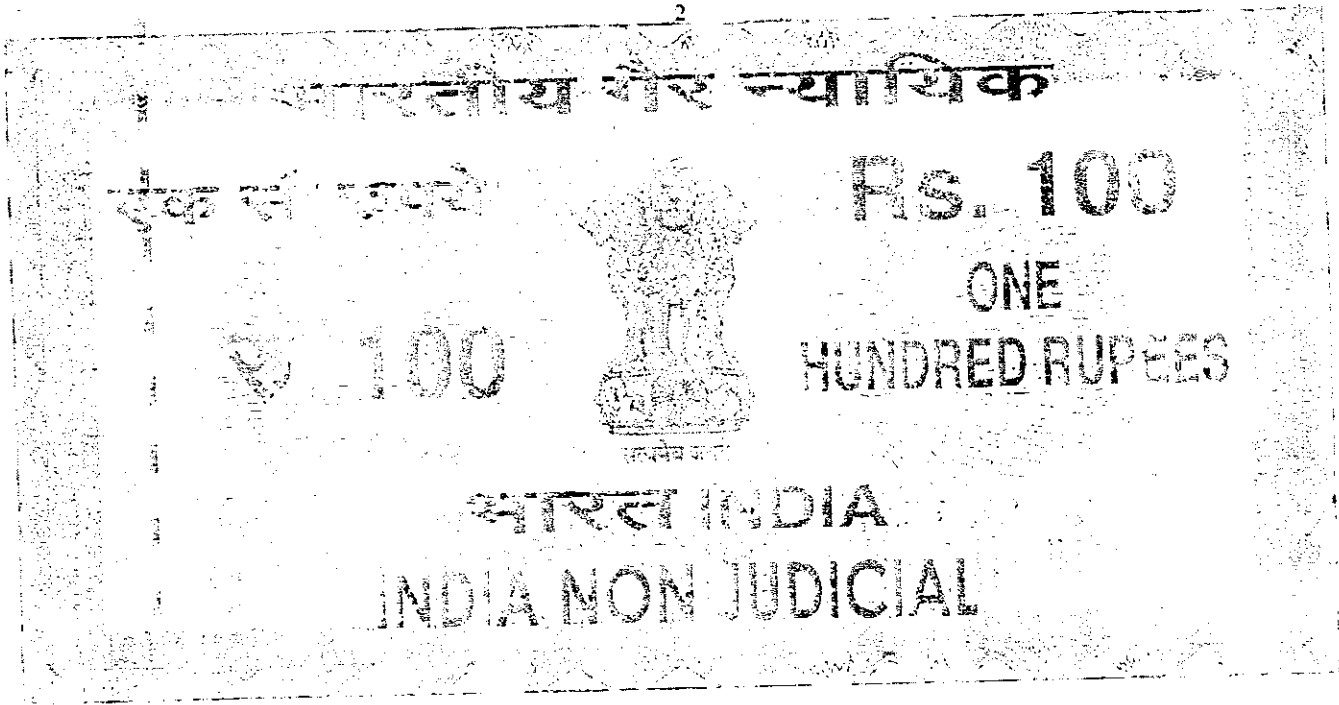


KSEDC Ltd
(Rs. 100)

[Signature]
Lessee



No. 762
26/4/19



केरल KERALA

CC 718032

at Monvila Industrial Estate, Thiruvananthapuram represented by its Director Shri Alexander Varghese, (hereinafter called the LESSEE, which expression shall, unless repugnant to the context, be deemed to include its/ his/her successors and permitted assigns) OF THE OTHER PART.

WHEREAS the Lessor is the absolute owner in possession of 63 cents of land in Survey No.496/6, Re-Survey No.463/1, in Attipra Village, Monvila, together with the building on this land having area of 15318 Sq.ft in TC No.03/1194, 1165, 1669, District: Thiruvananthapuram, Kerala State, and more fully described in the First Schedule hereunder.

AND WHEREAS the Lessor has constructed a building on the First Schedule property more particularly described in the Second Schedule hereunder written, with the intention to lease out the same for setting up and running industrial / commercial units.

AND WHEREAS the Lessee has approached the Lessor for grant of a lease of the said building for setting up and running an industrial unit for the manufacture of Laptops and Accessories.

Handwritten signature of Lessor
Lessor

Handwritten signature of Lessee
Lessee
Handwritten signature of KSEDC Ltd
KSEDC Ltd

No. 763
26/4/19

KSEDC Ltd
Rs. 100/-

WHEREAS the Lessor has agreed to grant lease of the Second Schedule building to the Lessee on the Terms and Conditions hereinafter mentioned;

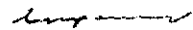
NOW THIS DEED WITNESSETH as follows:

- (1) In consideration of the rent hereinafter reserved and the covenants and conditions to be observed and performed on the part of the Lessee, the Lessor do hereby grant unto the Lessee, a lease the building described in the Second Schedule hereunder written hereto and construed on the land belonging to the Lessee described in the First Schedule hereto, TO HOLD the same for a period of ten years commencing from the date of this Lease Deed.
- (2) The Lessee shall pay the Lessor INR. 3,00,000 (Rupees Three Lakhs only) every month as rent during the first three years of lease, based on tax invoices submitted by the Lessor. Invoice for a month shall be paid on or before the Seventh day of succeeding month provided the Lessee is in receipt of a valid tax invoice. After the expiry of first three years, the Lessor reserves the right to revise the rent based on such terms and conditions and at such rates as accepted by both Parties at such point of time.
- (3) The Lessee shall, from time to time and at all times, during the said term pay and discharge all rates, taxes, charges and assessments of every description from the date of this Lease Deed or which may at any time hereafter during the said term be imposed, charged, levied and assessed upon the premises hereby demised, or in respect of the land described in the First Schedule hereto proportionate to the area of the demised premises;
- (4) The Lessee shall likewise pay all charges and expenses incurred by the Lessor towards outer maintenance of the common areas and outer side of the building described in the Second Schedule hereunder written, supply of water, electricity, etc., the payment to be made within seven (7) days of the receipt of the bill.



Lessor

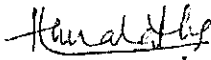




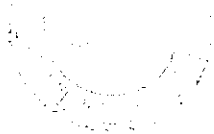
Lessee



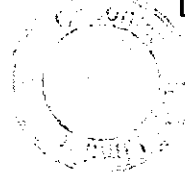
- (5) The Lessee shall be bound to pay interest on all overdue payments from the date they become overdue at 2 % per annum till the date of payment.
- (6) The Lessee shall use the premises only for the purpose of setting up and running an industrial unit for manufacture of laptops and accessories and shall not make any alternations or additions to the building, including relocation of doors and windows, without the written permission of the Lessor. Addition / alterations, if permitted will have to be undertaken by the Lessee at his own cost including the cost of additional infrastructure and approvals if required.
- (7) The Lessee shall at all times during the said term maintain the demised premises in good and tenantable condition;
- (8) The Lessee shall permit the Lessor or the Lessor's duly authorised agents with or without workmen or others during the said term to enter upon the demised premises or part thereof, for the purpose of carrying out repairs or maintenance work in respect of common areas, which can be accessed through the demised premises or for the repair or maintenance of neighboring units which can be accessed only through the demised premises, Provided that except in the case of emergency, the Lessor shall give not less than 48 hours' notice of its intention to exercise its right.
- (9) The Lessor hereby expressly agrees that the Lessee shall be entitled to create a lien, charge or mortgage on the leasehold rights in Office Premises in favour of any of the banks/financial institutions with prior written consent of the Lessor, such consent shall not be unreasonable withheld and Lessor shall issue necessary No Objection Certificate to any banks/financial institutions, in cases where such consents were given.
- (10) The Lessee shall not assign, transfer or underlet the demised premises or any part thereof without the written consent of the Lessor and upon every such assignment, transfer or sub-lease of the premises hereby demised or any part thereof, with the written consent of the Lessor, the Lessee shall deliver a notice of such assignment, transfer or sub-lease to the Lessor within one calendar



Lessor




Lessee

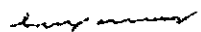


month thereof, setting forth the names and description of the parties thereto and the particulars and effect thereof;

- (11) The Lessee shall be liable to pay any levy or charges imposed by the Lessor from time to time for permitting the assignment, transfer or sub-lease referred to above.
- (12) The Lessee shall have the option of renewing the Lease for a further period on the terms and conditions as may be mutually agreed upon by the parties during the first six months of the last year of the term of the present lease.
- (13) It is also distinctly agreed that the Lessee shall deliver up the demised premises at the expiration of or sooner determination of tenancy restored to its former conditions, fair wear and tear excepted;
- (14) The Lessee shall insure and at all times during the continuance of this Lease keep insured at its cost the demised premises and structures and equipments that may be erected or installed in the said premises against loss or damage by fire, natural calamities and against Second Party liabilities and shall furnish to the Lessor certified true-copies of the Policies from time to time.
- (15) The Lessee shall keep the Lessor indemnified in the event of loss by fire or natural calamities of the leased premises and the insurance money received from the Insurance Company shall be utilised to re-build or restore the same to its original condition.
- (16) The Lessee shall take adequate measures for the disposal of industrial waste and any other waste according to the norms stipulated by the Pollution Control Board and / or other statutory bodies and as approved by the Lessor.
- (17) The Lessee shall not cause any disturbance, annoyance, nuisance or damage to the Lessor.
- (18) The Lessor hereby agrees that the Lessee observing all the aforesaid covenants and conditions shall peaceably HOLD and ENJOY the said premises


Lessor




Lessee



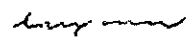
during the said period without any interruption by the Lessor or any one claiming under the Lessor, provided that in the event of any breach or non-observance by the Lessee or by any person claiming through or under the Lessee, of any of the aforesaid covenants and conditions, the Lessor may notwithstanding the waiver of any previous cause or right of re-entry, enter upon the said premises and repossess it as if this Lease had not been granted and thereupon this demise shall absolutely determine and the Lessee shall be entitled within 3 calendar months of the date of such re-entry to remove all the fixtures which at any time during the currency of the Lease shall have been erected by the Lessee upon the said premises without any right on the part of the Lessee to claim any compensation whatsoever except taking over the fixtures so removed on payment of the cost for such removal as incurred by the Lessor.

- (19) The Lessor doth hereby further agree that before the expiration of the said Term of the Lease, the Lessee shall be entitled to remove all or any of the fixtures, which at any time during the currency of the Lease shall have been erected or affixed by the Lessee upon the said premises without any claim or right to any compensation whatsoever.
- (20) The Lessee shall make his own arrangements for internal furnishing works in the built-up area allotted to him. Partitions, false flooring and false ceiling works, if undertaken, should be done after prior approval from the Lessor without damaging the building and other facilities available in the built-up space.
- (21) The Lessee shall install necessary fire fighting equipments in the built-up space allotted to him including equipments for fire alarm (and connect it to the main fire alarm system in the building with the permission of the Lessor) as per the requirements of the Department of Fire Force and keeping the equipments in good working order and shall maintain the same at his own cost during the period of the lease.
- (22) It is distinctly agreed to by the parties that the Lessor will be entitled to construct and utilize by itself or by leasing to other parties, additional floors in



Lessor





Lessee

respect of the building described in the Second Schedule hereunder written without causing any undue disturbance, nuisance or annoyance to the Lessee, resulting in his being not able to carry on his business in the demised premises.

- (23) In the event of the lessee failing to commence the activities within six months or the lessee discontinue the operation for a period of six months, the lessor has the right to terminate the lessee and repossess the building after giving 30 days notice to the lessee.
- (24) This lease deed is prepared in duplicate, original to be retained by the Lessee and the duplicate by the Lessor.

FIRST SCHEDULE HEREINBEFORE REFERRED TO:


Area : 63 Cents
 Survey Nos. : 496/6
 Resurvey No : 463/1
 Block No : 17
 Village : Attipra
 Taluk : Thiruvananthapuram
 District : Thiruvananthapuram

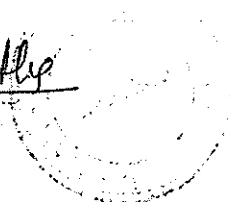
DESCRIPTION:

63 cents of land in Survey No.496/6, Re-Survey No.463/1, in Attipra Village, Monvila, Trivandum, Kerala together with the building on this land having area of 15318 sq.ft in TC No. 03/1194, 1165, 1169

BOUNDARIES:

North : Residential area
 East : Property of Solar offset
 South : Road
 West : Keltron's property


 Lessor



SECOND SCHEDULE

A concrete structure having a plinth area of 15318 sq.ft. situated in the land described in the First Schedule.

IN WITNESS WHEREOF the Lessor and the Lessee have put their signatures hereto on the day and year first above written

Hemalatha

Lessor
T R Hemalatha

Managing Director, KSEDC Ltd



Alexander Varghese

Lessee
Alexander Varghese

Director, Coconics Pvt Ltd



Witnesses:

1. *VIDEESH.V*
AM, TSD

[Signature]

2.

[Signature]
[Signature]