



## KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Companies Act, 1956)

Reg.Office: Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004

CIN :U40100KL2011SGC027424, Website: [www.kseb.in](http://www.kseb.in).

Phone: +91 471 2514576, 2446885, 9446008884, E-mail: [dtksebl@ksebl.in](mailto:dtksebl@ksebl.in)

### ABSTRACT

Leasing of dark fiber to M/s Asianet – Tripartite agreement - Approved - Orders issued.

### Corporate Office(SBU-T)

B.O.(FTD)No. 253/2020/D(T,SO&S)/T6/SO/Optic Fibre Leasing/2019-20 dated Thiruvananthapuram 31.3.2020

- Read :1. BO(FTD) No.266 / 2019/ D(T&SO)/ T2 /SO /Optic fibre leasing/2018-19 dated 19.3.2019.
2. Letter of the President and COO, Asianet Satellite Communications Private limited to the Secretary (Administration) dated 9.12.2019.
  3. Minutes of the meeting convened by the Chairman & Managing Director , KSEBL on 9.12.2019 with the representatives of Asianet.
  4. Letter No. D(T,SO&S) /T6 / Asianet/ 2019-20 dated 23.12.2019 of the TA to the Director(T,SO&S).
  5. BO (FTD) No. 172/2020/(D(T&SO)/T6/SO/Optic Fibre leasing/2019-20 dated 10.3.2020.
  6. Letter No. CESO/Tech/ TNMS/ TNMS-1/ Asianet/2019-20/3274 dated 12.3.2020 of the Chief Engineer (Transmission System Operation).
  7. Note No. D(T,SO&S)/T6/SO/Optic Fibre Leasing/ 2019-20/139 dated 23.03.2020 of the Director(T,SO&S) to the Full Time Directors (Agenda : 91/3/20).

### ORDER

The lease agreement with M/s Asianet Satellite Communication Ltd allowing the usage of spare dark fibres from the optic fibre network of KSEBL sanctioned as per BO read as 1<sup>st</sup> above was only till 31.3.2020. In renewing the lease agreement, M/s Asianet as per letter read as 2<sup>nd</sup> above requested to facilitate the finalisation of a tripartite agreement involving KSEBL, M/s Asianet Digital Network Private Ltd (a wholly owned subsidiary of Asianet Satellite Communications (P) Ltd) and M/s Asianet Satellite Communications Private Ltd(formerly Asianet Satellite Communications Ltd). As per the minutes of the meeting read as 3<sup>rd</sup> above , it was decided to evolve a draft tripartite agreement as requested by M/s Asianet. The Chief Engineer, Transmission System Operation was entrusted as per letter read as 4<sup>th</sup> above with the preparation of draft Tripartite agreement and for getting it vetted by the legal wing.

The draft tripartite agreement was prepared by the Chief Engineer, Transmission System Operation and forwarded to the Legal Adviser &Disciplinary Enquiry Officer (LA&DEO) for scrutiny. The Chief Engineer has reported that no illegality has been pointed out by the LA &DEO in the draft agreement and also requested sanction for executing the tripartite agreement:

KSEBL has accorded sanction to extend the lease agreement period for the use of spare dark fibres from the optic fibre network of KSEBL as per BO read as 5<sup>th</sup> above.

The approval for the tripartite agreement between KSEBL, M/s Asianet Digital Network Private Ltd and M/s Asianet Satellite Communications Private Ltd was recommended as per note read as 7<sup>th</sup> above.

Having considered the above, the Full Time Directors, in the meeting held on 26.03.2020, RESOLVED to approve the tripartite agreement appended herewith, involving KSEBL, M/s Asianet Digital Network Private Ltd and M/s Asianet Satellite Communications Private Ltd, for the usage of spare dark fibres from the optical fibre network of KSEBL. Further resolved to authorise the Chief Engineer, Transmission System Operation to execute the tripartite agreement on behalf of KSEBL.

Orders are issued accordingly.

By Order of the Full Time Directors,  
Sd/-  
Lekha G.  
Company Secretary (In- Charge)

To :

The Chief Engineer (Transmission -System Operation)

Copy to:

The Deputy Chief Engineer(IT)

The Financial Adviser/ The Chief Internal Auditor.

The RCAO/ RAO.

The TA to Chairman & MD// D(T,SO&S)/ D(D,IT&HRM)/ D(G-C)/ D(G-E &SCM)

The PA to Director (Finance)/CA to Company Secretary

Fair Copy Superintendent/Library/Stock File.

Forwarded / By Order



Assistant Executive Engineer

## AGREEMENT NO. /2019-20 dated

This tripartite agreement is made on....day of....., Two Thousand Twenty between Sri. Kesavadas.V, Chief Engineer (Transmission) System Operation, **Kerala State Electricity Board Limited [CIN U40100KL2011SGC027424]**, State Load Dispatch Centre, HMT Colony P.O, Kalamassery- 683503, Ernakulam, Kerala acting for/on behalf of the Kerala State Electricity Board Limited, having its registered office at Vyduthibhavanam, Pattom, Thiruvananthapuram, Kerala as "**First Party**" (hereinafter referred as "KSEBL" which expression shall unless repugnant to the context or meaning thereof shall include its successors or lawful assignees) and Sri. Anil Kumar.K, Assistant Vice President (Network Operations), **Asianet Satellite Communications Private Limited [CIN U92132KL1992PTC006725]**, 2A, 2<sup>nd</sup> floor, Carnival Info park, Technopark, Kazhakuttom, Thiruvananthapuram, Kerala-695581 as "**Second Party**" (hereinafter referred as "former Lease holder" which expression shall unless repugnant to the context or meaning thereof shall include its successors or lawful assignees) and Sri. P S Suresh, Vice President (Finance), **Asianet Digital Network Private Limited [CIN U74999KL2015PTC039405]**(a wholly owned subsidiary of M/s. Asianet Satellite Communications Private Limited), 2A, 2<sup>nd</sup> floor, Carnival Info park, Technopark, Kazhakuttom, Thiruvananthapuram, Kerala-695581 as "**Third Party**" (hereinafter referred to as "Lease holder" which expression shall unless repugnant to the context or meaning thereof shall include its successors or lawful assignees).

Whereas KSEBL has installed Optic Fibre cable from **Paruthipara to Kanhirode** under Unified Load Dispatch and Communication Project and Microwave replacement project and some fibres available as spare and whereas KSEBL is intended for leasing the spare fibres to parties interested. KSEBL and M/s Asianet Satellite Communications Private Limited mutually had executed an agreement to lease 2 fibers (1 pairs) of length 522.85km from **Paruthipara to Kanhirode** and same was expired on 31-03-2019. Further KSEBL has accorded sanction to renew the agreement to lease 2 dark fibres (1 pair) of length 522.85km from Paruthipara to Kanhirode for a further period up to 31 March 2020 or till the implementation of KFON Project whichever is earlier.

Whereas the Second party informed KSEBL that the Second party has sold their Cable Division comprising of cable television services and digital television services, cable channel services and other incidental or ancillary services in relation thereto, together with all assets, liabilities and receivables relating thereto including licenses which are transferable, contracts, and other assets, together with Second Party's intellectual property rights pertaining thereto, along with the continuing employees to the Third Party (a wholly owned subsidiary company of Second Party) and consented the Third Party vide business transfer agreement to execute, renew or modify any agreements of dark fiber lease with KSEBL.

Whereas KSEBL has agreed to execute a Tripartite agreement with the Second Party and Third party as per the decisions taken in the meeting convened by the Chairman and managing Director, KSEBL on 09-12-2019 and recorded as item number (4) of the Minutes of the Meeting.

Whereas the Third Party has submitted copy of Memorandum of Association and Articles of Association and other documents and requested to renew the expired agreement as tripartite agreement between KSEBL, Second party and Third Party.

KSEBL decided to lease dark fibers to the Third Party subjected to the following terms and conditions which is accepted by the Second Party and Third Party. Second Party is the Holding Company of the Third Party.

1. This agreement will be effective from 01-04-2019 to 31-03-2020 or till the implementation of KFON Project whichever is earlier, as a continuation of existing agreement and with an increase of 8% on Lease rate, supervision charges and EDFA charges year on year basis along with applicable taxes.
2. KSEBL shall lease dark fibres to the Third Party in the optical link between **Paruthipara (Thiruvananthapuram) to Kanhirode**. Link details, Period of leasing, Fibre details and Lease rates are as per the clause No. 1, 2, 3 & 4 of annexure-1 respectively. Payment will be made as per the clause No.15 & 16 of the agreement.
3. The termination will be available on optical fibre distribution panel at communication room attached to the substations at Kanhirode, Arekode, Madakkathara, Chalakkudy, Kalamassery, Bhramapuram, Ambalamugal, Pallom, Edappon, Punalur, Kundara, Edamon, Pothencode, and Paruthipara with type FC-PC optical connectors and at splice locations. It shall not be obligatory on the part of KSEBL to provide dropouts at all locations requested by the lease holder. Final decision for providing dropouts at various locations will be taken by KSEBL. External cables shall be taken outside KSEBL's premises through the route and medium specified by KSEBL. All cable entries shall be sealed against intrusion of pests. All additional works will be at the cost of the lease holders.
4. KSEBL will provide restricted or limited access to its transmission system/Substation/Premises to lease holder / Lease holder's representative for commissioning, repair, installation, modification etc. during the currency of the contract. These works shall be carried out by adhering KSEBL's safety policy. The safety of the personnel engaged for such work is the sole responsibility of the lease holder. KSEBL will not be responsible in any way at any stage for direct or indirect losses/consequences of any kind, what-so-ever, to men and material in respect to such works. Any damages to the equipment/installation/property of KSEBL will be recovered from the lease holder based on the cost estimated by KSEBL.
5. KSEBL shall not be liable to pay on any account any compensation to lease holder in case of communication failure; but KSEBL shall extend all possible help in restoring Communication.
6. In case KSEBL re-design/re-engineer/re-route its optical fibre communication network on what-so-ever reason, KSEBL shall give 30 days advance information to the lease holder. KSEBL will not be liable to pay any compensation what-so-ever be the reason.
7. The preventive and emergency maintenance of the fibres shall be carried out by KSEBL. For carrying out such works; both KSEBL and the Lease holder shall extend reasonable help to each other.

8. KSEBL shall extend all reasonable help including allowing shutdowns, issuing work permissions etc. subject to grid conditions (Power system). The lease holder shall not be liable to compensate KSEBL for any such shutdowns. However, the lease holder shall be prepared to terminate the works even before completion, if the grid condition so warrants.
9. KSEBL will not be responsible in any way, at any stage, for direct or indirect losses/consequences of any kind what-so-ever in relation to the proposed commercial use of optic fibre links. The optic fibre cable leased to the lease holder for its commercial business under this agreement shall not be replaced and disturbed except for the condition stated in the clause 6 of agreement.
10. The lease holder at any point of time during the tenure of the contract period shall not transfer its right to another entity without prior approval/permission from KSEBL. It shall not be obligatory on the part of KSEBL to grant such approval/permission. Subletting of assets to any agency, whom-so-ever, shall also not be allowed without the permission of KSEBL.
11. This agreement shall be subject to rules and regulations implemented by Government of India/Government of Kerala/ any regulation from time to time. All statutory approvals are to be obtained by the lease holder at their cost. However, all such applications shall be forwarded through KSEBL.
12. Any license fees, taxes, duties etc. in respect of user services of the leased facility to Government of India/Government of Kerala or any regulator shall be borne by the lease holder.
13. KSEBL shall not be liable for any liquidated damages towards loss of communication as per the contract for reasons of force majeure such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics prolonged strikes etc.
14. The lease holder shall carry out the work of providing dropout under the supervision of KSEBL officials at locations requested by the lease holder with suitable cable drops, termination box etc. as per KSEBL specifications and the lease holder shall handover the same at free of cost to KSEBL on termination/expiry of this agreement. Supervision charges specified in the clause No.5 of annexure-1 for the work have to be remitted. The lease holder have to forward the request to **The Chief Engineer (Transmission), System Operation, KSEBL, Kalamassery**. The confirmation by office of the Chief Engineer (Transmission) System Operation is required before carrying out work. The

provided for the purpose. Any maintenance expenditure incurred on cable drop, termination box etc. during the lease period shall be borne by the lease holder.

15. KSEBL shall provide space to the lease holder for installing their communication equipment (EDFA) in any of its OFC connected stations on rental basis by collecting an amount as per clause 6 of annexure -1 as rent and electricity charges for each stations, as per the lease holder request subjected to the space availability in KSEBL locations and approval from the KSEBL. One person shall be assigned from lease holder's side to co-ordinate maintenance, troubleshooting etc. Communication from authorized person only accepted for arranging the permission at sites. Supervision Charge also applicable for the installation works as per clause no 5 of annexure 1.
16. Lease amount shall be paid as per the clause 7 of Annexure-1. Third Party will be the paying authority and has the primary responsibility to pay the lease rental to KSEBL. By signing this agreement the Second party has the responsibility to ensure that the payment has been made by the Third Party within specified time. In case of failure in payment by the Third Party the Second Party will honor the obligation of the Third Party. Lease amount shall be paid on quarterly in advance. Lease holder shall pay two months' rent as security deposit and shall not bear any interest. Details of security deposit is mentioned in the clause no 10 of Annexure-I. The rent has to be paid quarterly in advance on or before 20<sup>th</sup> of every quarter. For belated payment interest @ 12% or any other rate as KSEBL may decide from time to time per annum proportional to the actual number of days of delay from due date will be charged extra. All the payments have to be remitted to the invoicing office-**The Deputy Chief Engineer, System Operation Circle, KSEBL, Kalamassery, HMT Colony Post, Ernakulam 683503**. Invoices will be raised to the Third Party with copy to Second Party.
17. The tax payable as per rules will be charged extra to the lease holder. The relevant documents required for filing Tax, and other levies need to be submitted by the lease holder in time.
18. KSEBL reserves the right to terminate the agreement with 30 days (including Holidays) notice period in writing for whatsoever reason decided by KSEBL or in the event of any direction from Government of India/Government of Kerala/ Any Regulator to the effect of termination of such license contract.
19. If the rent is not paid by the Third Party within the due date of payment, the services will be disconnected/ disabled after giving 15 days disconnection notice to the Third Party with copy of disconnection notice to the Second Party. No separate notice will be issued to the Second Party. The 15-days notice period shall be calculated by the date of the disconnection notice for both lease holder. There shall not be separate time

extension allowed. The **disconnection notice** shall be served by the invoicing authority - **The Deputy Chief Engineer**, System Operation Circle, Kalamassery, immediately after the due date of payment.

20. In case of termination of agreement due to the reasons attributable to the lease holder before the expiry of the lease period, the lease holder shall be liable to pay the rental charges for the unexpired portion of the contract period or the rental charges for three months whichever is less.
21. The lease holder shall be liable to pay compensation for any loss/damages caused to KSEBL's system that may occur by the malfunctioning/ improper use/ non standard construction of the leased OFC and connected system of the lease holder failing which, the security deposit will be forfeited and other suitable actions as decided by the KSEBL will be taken against the lease holder.
22. If at any point of time KSEBL finds that the OFC leased to the lease holder as per this agreement are used for any illegal purpose or unlawful activity, KSEBL reserves the right to disconnect/disable the OFC connection and terminate the agreement without further notice. In such case, if any penalty imposed by Central/State Government agencies / Regulators shall be to the account of lease holder. KSEBL shall not be legally indemnified in such cases.
23. Last mile connectivity to the lease holder's site shall be the responsibility of the lease holder.
24. In the following events the OFC leased to the Lease holder shall be liable to be disconnected/disabled by KSEBL. Deputy Chief Engineer, System Operation Circle, KSEBL, Kalamassery is the person authorized to issue disconnection notice.
  - a) The request from Third Party for disconnection.
  - b) The Lease holder transfers its right to another entity without prior approval/permission from KSEBL
  - c) The Lease holder sublets the assets to any agency, whom-so-ever, without the permission of KSEBL.
  - d) The rent is not paid within the due date of payment after giving notice period as per clause no. (19) of this agreement.
  - e) On Dishonor of the payment instrument (Cheque etc.) of the Lease holder by the bank, KSEBL may initiate action for disconnection for nonpayment.
  - f) The Lease holder damages KSEBL's system owing to malfunctioning/improper use/non standard construction of the leased OFC and connected system of the Lease holder.

- g) The Lease holder uses the OFC leased to the Lease holder for any illegal and unlawful activity.
- h) Rules and regulations implemented by Government of India/Government of Kerala/any regulation from time to time demands so.
- i) When the Grid conditions so warrants.
- j) The Lease holder has engaged in corrupt or fraudulent practices.
- k) When the disconnection/disablement warrants protection, safety and security of the KSEBL system. When KSEBL believes that the failure to disconnect may or likely to cause a health hazard or safety risk or damage to property or to the Lease holder or to any person.
- l) The Lease holder fails to perform any obligations under the contract
- m) The Lease holder fails to execute new agreement or fails to renew the existing agreement as per the terms and conditions issued by KSEBL after the expiry of the existing contract.
- n) For any other reasons where KSEBL reasonably believes that the Lease holder has violated any of the provisions of this agreement.

25. KSEBL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Lease holder, terminate the contract in whole. Chief Engineer (Transmission) System Operation, KSEBL, Kalamassery is the person authorized to terminate the contract.

- a) On the request of the Third party. In such a case the Lease holder shall be liable to pay charges as specified under clause no. (20) of the agreement.
- b) When the service to the Lease holder remains continuously disconnected (for the reasons mentioned under clause no. (24)) for thirty days after giving 15 days notice to the Lease holder. In all such cases, except clause no 24(a), 24(h), 24(i) and 24(k) the security deposit remitted by the lease holder will be forfeited and other suitable actions as decided by the KSEBL will be taken against lease holder.

26. All disputes pertaining to this contract will be subject to the exclusive jurisdiction of civil courts at Thiruvananthapuram.



In witness whereof the parties hereto have hereunto set their hands and seal on the day, month and year first herein above written.

Signed sealed and delivered by      Signed sealed and delivered by

Sri. Kesavadas-V.  
Chief Engineer (Transmission),  
System Operation, KSEBL,  
HMT Colony P.O, Kalamassery,  
Ernakulam, Kerala  
Pin Code-683503.  
Kerala, Pin 695 581

Witness

1)

2)

Sri. Anil Kumar K,  
Assistant Vice President  
Network Operations  
Asianet Satellite Communications Private Limited.  
2A, 2<sup>nd</sup> floor, Carnival Info park,  
Kazhakuttom, Thiruvananthapuram,

Witness

1)

2)

Signed sealed and delivered by

Sri. P S Suresh  
Vice President(Finance)  
Asianet Digital Network Private Limited.  
2A, 2<sup>nd</sup> floor, Carnival Info park,  
Kazhakuttom, Thiruvananthapuram,  
Kerala, Pin 695581

Witness

1)

2)

## ANNEXURE-1

## 1. Link details

Sl.No	Fibre Link	Length In Km	Sl. No	Fibre Link	Length In Km
1	Kanhirode-Arekode	108.9	7	Pallom-Edappon	40.57
2	Arekode -Madakkathara	95	8	Edappon-Kundara	29.97
3	Madakkathara-Chalakkudy	35	9	Kundara-Edamon	39.28
4	Chalakkudy-Kalamassery	45	10	Edamon-Pothencode	48.37
5	Kalamassery-Bhramapuram	8.93	11	Pothencode-Paruthippara	10.56
6	Bhramapuram-Pallom	61.27			
<b>Total 522.85</b>					

2. **Period of leasing** :- From 01-04-2019 to 31-03-2020 or till the implementation of KFON Project whichever is earlier.

## 3. Fiber Details:

Link-Name	Type of Fibre	No. of Fibres	Length in km
Kalamassery- Paruthipara	DWSM	2 Nos (1 pair)	238.95 km
Kalamassery- Kanhirode	DSSM	2 Nos (1 pair)	283.9 km

KSEBL Shall lease 1 pair (2 core) and the same shall be used by both lease holders.

4. **Lease Rate:** Lease rate is applicable as per below table. Applicable Tax charges extra.

Period		Rate of item Per km/fibre/annum	
From	to	DWSM	DSSM
01-04-2019	03-09-2019	8048.00	7244.00
04-09-2019	31-03-2020	8692.00	7824.00

5. **Supervision Charge:** Supervision charge shall be applicable as per the table below. Applicable Taxes extra. Cheque/DD/Cash should be paid in the name of The Deputy Chief Engineer, System Operation Circle, KSEBL, Kalamassery and sent to The Chief Engineer (Transmission), System Operation, KSEBL, Kalamassery, along with the request.

Period		Supervision Charge Per work
From	To	
01-04-2019	03-09-2019	5937.00
04-09-2019	31-03-2020	6412.00

6. **EDFA Charge:** EDFA Charge applicable in below table. Applicable Taxes extra

Period		Rate of item EDFA/ month
From	To	
01-04-2019	03-09-2019	2683.00
04-09-2019	31-03-2020	2898.00

7. **Mode of payment:** Payment should be made quarterly in advance before 20<sup>th</sup> of every quarter by cash, DD, Cheque or through Internet banking in favor of "The Deputy Chief Engineer, System operation Circle, Kalamassery".

Internet Banking Details:

Account No - 57015664747, IFSC - SBIN0070145, Kalamassery Main Branch

8. **Connection Locations:**

a) Kanhirode	e) Kalamassery	i) Edappon	m) Pothencode
b) Arekode	f) Bhramapuram	j) Kundara	q) Paruthippara
c) Madakkathara	g) Ambalamugal	k) Punalur	
d) Chalakkudy	h) Pallom	l) Edamon	

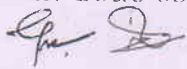
9. **Penalty on belated payment:** For belated payment interest @ 12% or any other rate as KSEBL may decide from time to time per annum proportional to the actual number of days of delay from due date will be charged extra.

10. **Security Deposit Details:** An amount of Rs 14,32,800/- remitted as security deposit by M/s Asianet Digital Network Private Limited with receipt no. \_\_\_\_ of book no. \_\_\_\_ dated on \_\_\_\_

Signed sealed and delivered by

Signed sealed and delivered by

Sri. Kesavadas V.  
Chief Engineer (Transmission),  
System Operation, KSEBL,  
HMT Colony P.O, Kalamassery,  
Ernakulam, Kerala  
Pin Code-683503.



Sri. Anil Kumar K,  
Assistant Vice President  
Network Operations  
Asianet Satellite Communication Private Limited,  
2A, 2<sup>nd</sup> floor, Carnival Info park,  
Kazhakuttom, Thiruvananthapuram,  
Kerala, Pin 695 581

Witness

Witness

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1)

2)

2)

Signed sealed and delivered by

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Vice President (Finance)  
Asianet Digital Network Private Limited.  
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Witness

1)

2)