



KERALA STATE ELECTRICITY BOARD Ltd

(Incorporated under the Companies Act, 1956)

Registered Office: Vidyuthi Bhavanam, Pattom,

Thiruvananthapuram – 695 004

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ABSTRACT

Repossession of 20 acres of land at Paltham at Eloor Village received from M/s TCCL - Issuing notice to M/s BSES Kerala Power Ltd - Sanction accorded - Orders issued.

CORPORATE OFFICE (SBU-T)

BO (FTD)No.102/2023(D(T&SO)/T7/Land BSES/22-23)

Thiruvananthapuram, Dated: 01.03.2023

- Read: 1. Letter No. BKPL/KSEB/FPA Extension/2015-16/09 dated 09.01.2016 of M/s BKPL to the Secretary(Power) Government of Kerala.
2. G.O. (MS) No.34/2017/PD dated 04.04.2017.
3. B.O. (FTD) No. 805/2022 (D(T&SO)/T7/Land BSES/22-23) dated 03.10.2022.
4. Note No. CETS-AE1/2022/1389/1606 dated 16.02.2023 of the Chief Engineer (Transmission South).
5. Note No. D(T&SO)/T7/Land BSES/22-23(1) dated 17.02.2023 of the Director (T,SO,P&S) to the Full Time Directors (Agenda Item No.53/2/23).

ORDER

The Government of Kerala had ordered as per the G.O. read as 1st above, to transfer 20 acres of land owned by M/s Travancore Cochin Chemicals Limited (TCCL) to KSEBL with full ownership, in lieu of its outstanding electricity dues as on date to KSEBL. The Government, in Revenue Department, as per G.O. dated 28.02.2019 approved the transfer of 20 acres of land owned by M/s Travancore Cochin Chemicals Limited (TCCL) in Block No.87, Resurvey No. 12 of Eloor village in Ernakulam district to KSEBL and accorded sanction to effect the mutation of the property in favour of KSEBL. Accordingly, 8 Hectares 9 Ares and 37 sq.m land has been transferred to KSEBL and the land tax was paid on 27.08.2019.

The said land was previously leased to M/s BSES Kerala Power Ltd (BKPL) by M/s TCCL from 31.03.1997 to 31.03.2012 and further the lease agreement was extended upto 31.10.2030. The lease rent as per the lease agreement dated 06.11.2014 between TCCL and BKPL is as follows.

- From 01.04.2012 to 31.03.2017 - Rs.4,72,72,600/- per year
- From 01.04.2017 to 31.03.2022 - Rs.7,09,08,900/- per year
- From 01.04.2022 to 31.10.2030 - Rs. 10,63,63,350/- per year

As per the letter read as 2nd above M/s BKPL had given consent for transferring the said land to KSEBL by TCCL and also agreed that "in case of transfer of the said land by TCCL to KSEBL either on ownership basis or on lease hold basis, BKPL shall have no objection, subject to the condition that the 165 MW CCPP of BKPL will be allowed to function on the same land for the same duration (i.e., up to 31.10.2030) as specified in the existing lease agreement executed between TCCL and BKPL as per the G.Os. dated 20.09.2014 and 04.10.2014.

M/s TCCL informed that, the lease agreement with BKPL had been terminated with effect from 05.06.2017 since BKPL had not remitted the lease rent after 30.06.2016.

Considering the above, KSEBL as per B.O. read as 3rd above, had accorded sanction to issue notice to M/s. BKPL for vacating the land within a period of 6 months, so that KSEBL can effectively utilize the land. It was also decided to demand lease rent from BKPL from 01.07.2016 till the date of vacating the property by BKPL at the existing rate as per the lease agreement between BKPL and TCCL and to verify the details regarding issue of notice to BKPL previously, if any.

In the meeting convened on 31.01.2023 by the Director (T,SO,P&S) on the matter, the LA&DEO was entrusted to prepare the notice to be issued to M/s BSES Kerala Power Ltd. for claiming the lease rent and for vacating the land. Accordingly, a draft legal notice was prepared by the LA&DEO and the same was submitted by the Chief Engineer (Transmission South) as per note read as 4th above for approval.

The matter was placed before the Full Time Directors as per note read as 5th above.


Having considered the matter in detail, the Full Time Directors in the meeting held on 17.02.2023, resolved to approve the draft legal notice for claiming the lease rent and for vacating the 20 acres of land transferred to KSEBL at Pathalam from M/s TCCL.

Further resolved to complete the legal processes in a time bound manner.

Further resolved to authorize the Secretary (Administration) to sign the notice and serve to M/s BSES Kerala Power Ltd.

Orders are issued accordingly.

**By Order of the
Full Time Directors**


LEKHA G

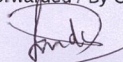
Company Secretary

To:

1. The Chief Engineer (Transmission South)
2. The Secretary (Administration)

Copy to: The Financial Advisor/ Chief Internal Auditor/ Company Secretary/ Chief Engineer
(IT,CR&CAPs)
The TAs to CMD/ D(T,SO,P&S)/ D(D,SCM&IT) / D(GE&HRM)/ D(GC)
D(REES,S,N,S&W)
The PA to Director (Finance)
Stock File.

Forwarded / By Order


Assistant Engineer

Annexure to B.O. (FTD) No. 102/2023(DT&SO)/T7/
Land BSES/22-23 THIRUVANANTHAPURAM 01-03-2023

Registered with A/D

From

The Secretary
The Kerala State Electricity Board Limited
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram

Date: .02.2023

To

The Managing Director
BSES Kerala Power Limited
Udyogamandal
Ernakulam

Sir,

- I. Consequent to the Government of Kerala Order GO(MS) No.165/98/ID dated 24.11.1998, the Travancore Cochin Chemicals Limited (TCCL), Udyogamandal, Ernakulam leased out the property having an extent of 8 Hectares and 8.22 Ares (20 Acres) of land comprised in Re. survey No.12 part (block No.87) (Old Survey Numbers 125(part), 126, 128(part), 129(part) and 131(part) of Eoor Village Paravur Taluk, Ernakulam District, to you the BSES Kerala Power Limited, for a period of 15 years from 31.03.1997 based on the aforesaid Government Order and by virtue of the lease agreement No.4266 of 1999 of SRO Alangad, for the purpose of putting up of a project for generating and selling of electricity to the KSEB grid and such other allied works connected therewith. After the expiry of the said lease agreement on 30.03.2012, on the basis of the Government of Kerala Order, the TCCL extended the Lease agreement for a further period of 15 years as per Lease Renewal Agreement No.4701/14 of SRO, Alangad. The Lease rent payable by the BSES Kerala Power Limited to the Lessor shall be as follows:-
- a) the first 5 years 01.04.2012 to 31.03.2017 - Rs.4,72,72,600/- per year
- b) for the next 5 years 01.04.2017 to 31.03.2022 - Rs.7,09,08,900/- per year
- c) for the next 5 years 01.04.2022 to 31.03.2027 - Rs.10,63,63,350/- per year

d) for the remaining period of 3 years and 7 months 01.04.2027 to 31.10.2030 - Rs.15,95,450 25/- per year

- II. The terms of the Lease Agreement interalia stipulated that the Lessee shall pay service tax on the rent and cess on service tax as may be fixed by the Government from time to time. It is also stipulated in the Lease agreement that such rent being payable in advance half yearly installment on or before 15th January and 15th July every year, in addition to the other regular payment of charges, levies including those, for the use of electricity, water etc. It is learnt that you had committed default of rent to TCCL thereby the lease agreement between the TCCL and the BSES Kerala Power Limited terminated from 05.06.2017 onwards.

- III. Meantime the Government of Kerala by virtue of the Government Order No.GO(MS) No.34/2017/PD dated 04.04.2017 ordered to transfer the aforesaid 20 Acres of land to the KSEBL with full ownership in lieu of the outstanding amount of Rs.311.50 Crores(when OTS extended comes to Rs.180.16 Crores) due from the TCCL to the KSEBL, followed by the GO No.84/2019 dated 28.02.2019 by which the land having an extent of 20 Acres comprised in Resy.No.12 Block 87 of Eloor Village, Paravoor Taluk, Ernakulam District transferred to KSEBL. Accordingly the KSEBL has effected mutation and paying tax also. Thus the KSEBL has absolute right, title and ownership over the afresaid property. Hence the interest of the TCCL in the above property terminated by virtue of the above Government Order with effect from 04.04.2017 resulted in determination of lease, if any with you by the TCCL. The KSEBL Ltd did not or does not want to enter into any lease arrangement, with you at any point of time. You are hereby required to remove all the machineries and other objects belong to you from the afresaid property within 6 months from 01.03.2023.

- IV. That your use and occupation of the aforesaid property without the consent of the KSEBL from the date of the aforesaid Government Order dated 04.04.2017 is wrong and I call upon you to hand over to KSEBL the vacant and peaceful possession of the aforesaid property within 6 months from 01.03.2023.
- V. That you are also liable to pay mesne profits for the use and occupation of the premises at the tune of Rs.7,09,08,900/- per year from 04.04.2017 to 31.03.2022 amounting to Rs.35,45,44,500/- (Rupees Thirty Five Crores Forty Five Lakhs Forty Four Thousand and Five Hundred only) and at the tune of Rs.10,63,63,350/- per year from 01.04.2022 to 28.02.2023 amounting to Rs.9,74,99,737/-(Rupees Nine Crores Seventy Four Lakhs Ninety Nine Thousand Seven Hundred and Thirty Seven only). Thus a total sum of Rs.45,20,44,237/-(Rupees Forty Five Crore Twenty Lakhs Forty Four Thousand Two Hundred and Thirty Seven only) is due from you towards mesne profits from 04.04.2017 to 28.02.2023.
- VI. Hence you are hereby call upon to surrender vacant and peaceful possession of the aforesaid premises within 6 months from 01.03.2023 and pay a sum of Rs.45,20,44,237/- (Rupees Forty Five Crores Twenty Lakhs Forty Four Thousand Two Hundred and Thirty Seven only) towards mesne profits for use and occupation of the premises from 04.04.2017 to 28.02.2023 along with future mesne profits till handing over vacant and peaceful possession of the above said property on or before 31.03.2023, failing which I shall take recourse to the eviction proceeding and also recovery of the aforesaid mesne profits along with future mesne profits for use and occupation of the property from you till you surrender vacant possession of the aforesaid property to KSEBL, in that event you shall also be liable to pay interest and cost of litigation as well. Please take notice.

Yours faithfully

Secretary