



KERALA STATE ELECTRICITY BOARD LIMITED

Office of the Director (Distribution & SCM),

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CIN : U40100KL2011SGC027424

Annexure 2- Format of Agreement

Kerala State Electricity Board Limited

Agreement No.....Dated.....

This Agreement is entered into on this day of..... between the Kerala State Electricity Board Limited (GSTIN 32AAECK2277NBZ 1), a Public Limited Company incorporated under the Companies Act, 1956 having its Registered Office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala 695 004 represented by the which expression shall, unless repugnant to the context or meaning thereof, include its successors, representatives and assignees on the one part (hereinafter referred to as "the Board" or "the first party") and Aadhaar Card No..... Son/Daughter of (with full address, village, Taluk, District etc) having proprietorship business in the trade name of having its office at (herein after referred to as "M/s. or the "Second Party") on the other part.

Whereas the Board is having its network for the distribution of electricity in the State of Kerala and the Second Party has requested the Board's permission for using itsnumbers of electricity distributing poles for drawal of Optical Fibre Cable to the end users under Electrical Section..... under Electrical Division of Electrical Circle,

And Whereas the Board has decided to permit to use its electricity distribution poles for drawing light weight optical fibre cables, subject to certain conditions specifying the required technical and safety standards.

Now it is hereby agreed by and between the parties hereto as follows:

1. THAT this agreement will be valid up to..... The period of agreement can be extended further for a period up to 5 years based on mutual consensus and Board approval. The permission granted under this Agreement is only a limited, non-exclusive, revocable and conditional permission granted by the First Party to the Second Party for drawing communication cables through KSEBL poles and shall not create any tenancy, lease, easement, ownership right, possessory right or any proprietary interest in favour of the Second Party over the assets or properties of the First Party.

2. THAT the Second Party shall obtain written permission from the Assistant Executive Engineer of the concerned Electrical Sub Division before the commencement of drawing of optical fibre cable through the poles. At the time of execution of such works and subsequent maintenance, permission to the work issued by the Assistant Executive Engineer / Assistant Engineer concerned should be available at the work site and should be produced on demand of the competent officials of the First Party. No such works shall be allowed on the electric poles from 06.00 pm to 08.00 am except on emergency situations. The directions given by the Assistant Engineer/ Assistant Executive Engineer or authorized officials in this regard shall be complied with. Light weight Optical Fibre Cables (OFC) is to be used thereby reducing effective load on the poles and ensuring safety of electric poles. The System is to be installed by the Second Party without causing any difficulty to the Staff of the Board. The Second Party shall comply with the provisions of the Electricity Act, 2003, the Telecommunications Act, 2023, the Telecommunications Right of Way Rules, 2024, the regulations issued by the Central Electricity Authority, directions issued by the Department of Telecommunications, TRAI and all other statutory directions issued by competent authorities from time to time.

3. THAT the provisions relating to safety under the Electricity Act 2003, Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010 and Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Lines) Regulations, 2011 and other safety regulations issued by appropriate authority shall be strictly adhered to by the Second Party. Also safety guidelines issued by Electrical Inspectorate in this regard from time to time shall also be strictly complied with by the Second Party. Further specifications on technical and safety standards set by the First Party for the purpose as per B.O. (FB) No. 1421/2002(CP)/R&P/Plg.V/Cable TV/2002 Dated 18.10.2002 and subsequent amendments will form part of this agreement and the same will be strictly adhered to by the Second Party while drawing fresh cable line and maintenance of the cable network drawn through the electric poles of the First Party. Technical conditions and safety guidelines applicable as per B.O. (FTD) No. 81/2020 (CE-IT&CR / RITU/KFON/2019-20) dated 04.02.2020 are also to be followed by the Second Party.

4. THAT the Second Party shall make arrangements for appropriate tagging of cables for ensuring visual segregation of Optical Fibre Cables (OFC) drawn through the poles of the Board from other cable TV lines drawn along the same poles (tag shall contain name of the User, Sanction Order No and expiry date) and for avoiding any threat to the distribution system of the Board.

5. THAT in the case of installation of Surveillance / CCTV cameras, the CCTV cameras are to be installed with the own structures / arrangements of Second Party.

6. THAT the Second Party shall obtain necessary sanction from the appropriate agency, when crossing of public or private property.

7. THAT the officers, employees, contractors and authorised representatives of the First Party shall have the right to temporarily disconnect, dismantle, shift, reconnect or otherwise deal with any communication cable or associated equipment during maintenance, repair, augmentation, emergency restoration, inspection or operation of the electrical network. Whenever any pole, electric line, transformer structure or other infrastructure of the First Party is required for system improvement works, network strengthening, road widening, public projects, underground cabling, RDSS works, safety requirements, statutory compliance or any bonafide purpose of the First Party or pursuant to any order of any Court, Government or statutory authority, the First Party shall have the right to require the Second Party to shift, relocate, reroute, raise, lower or remove the communication cables and associated equipment at the risk and cost of the Second Party within the period specified by the First Party. In the event of failure of the Second Party to

comply with such directions, the First Party may undertake such removal, shifting or relocation and recover the entire expenditure from the Second Party. The Second Party shall not be entitled to any compensation, damages or claims against the First Party on account of any action taken under this clause.

8. THAT the network shall be subject to the periodical inspection by the Electrical Inspector as mandated on the Second Party under intimation to the Board's Officials and fees for such inspection will be borne by the Second Party at the rates prescribed by the Government and the First Party is in no way responsible for any cost, fees, levies, etc., on this account.

9. THAT necessary arrangement shall be done by the Second Party to replace immediately any ruptured / deteriorated cable, without endangering the public and with due intimation to the authorized officials of the Board.

10. THAT statement giving the name and address of the customers, number of customers, length of cable network, number of power connections availed for booster amplifiers, jurisdiction of Electrical Section Officers, etc., shall be maintained by the Second Party in the administrative offices and furnished to the Chief Electrical Inspector as well as to the Board authorities when called for.

11. THAT the Second Party agrees to remit the pole rental charges, compensation, fees and other charges as may be determined by the First Party in accordance with the Telecommunications Act, 2023, the Telecommunications Right of Way Rules, 2024, Government Orders, judicial directions and orders issued by KSEBL from time to time. The rates specified at the time of execution of this Agreement shall be provisional wherever such rates are subject to pending judicial proceedings or Government decisions. The Second Party further agrees that any revision, enhancement or modification of charges pursuant to statutory provisions, Government Orders, judicial pronouncements, regulatory directions or final adjudication of pending proceedings shall automatically become applicable and binding upon the Second Party without requiring execution of any supplementary agreement. Any differential amount becoming payable consequent upon such revision shall be remitted by the Second Party together with applicable interest within the time specified by the First Party.

12. GI tubular poles shall not be erected very close to the electric lines and poles without maintaining statutory clearance.

13. The Company is bound to make payment at the rate fixed by KSEBL from time to time including during the tenure of this agreement. Any revision or determination of charges pursuant to statutory provisions, Government orders, judicial pronouncements or final orders of competent courts shall automatically become binding upon the Second Party.

14. In case of failure to remit the pole rent and additional security deposit in advance by the Second Party, the First Party has the right to recover the amount with an interest @12% p.a. for the belated payment as specified in the Board Order (DB) No. 31/2020 (VIG/B2/5045/2019)/120 Dated 16.01.2021 or as per the rate specified by the Board from time to time.

15. THAT the Second Party agrees to pay the Pole Rental charges in quarterly advance. Pole rent for the quarters beginning from will be remitted with applicable surcharge on the date of execution of agreement through online payment to the Non Operative Collection Account of Electrical Division(Account Number:, IFSC Code :) and for the succeeding quarters, the same should be remitted before the first day of each quarter.

16. THAT the Second Party shall furnish and maintain a Security Deposit equivalent to ten percent of the estimated annual charges or such amount as may be prescribed by the First Party from time to time. The First Party shall have the right to appropriate or adjust the Security Deposit towards:

- (a) unpaid pole rental charges;
- (b) differential charges;
- (c) damages caused to KSEBL infrastructure;
- (d) expenses incurred for removal of unauthorised installations;
- (e) restoration charges;
- (f) liabilities arising under statutory or judicial directions;
- (g) penalties, interest and other dues payable by the Second Party.

The Security Deposit shall not limit the liability of the Second Party and the First Party shall be entitled to recover any balance amount separately. The Security Deposit shall be released only after expiry or termination of the Agreement, removal of all communication cables and equipment from the poles of the First Party and clearance of all liabilities due to the First Party.

17. THAT the Second Party agrees that all statutory levies, taxes and duties will be borne by them as applicable from time to time.

18. THAT the Second Party agrees to abide by the existing guidelines/rules / Board Orders for the drawal of cables through the poles of the First Party and subsequent modifications, if any.

19. THAT in the event of failure of remittance of the pole rental charges as per the provisions of this agreement, the First Party has the right to dismantle and remove the cables and all related installations laid by the Second Party from distribution poles of the First Party and also entitled to recover the amount of arrears or dues from the Second Party as per the provisions of the Revenue Recovery Act. The First Party has also the right to disconnect the power supply to the booster stations of the Second Party without serving a separate notice in this regard, if the second party fails to remit the pole rental charges.

20. THAT in case of any unauthorized drawal of cable through the poles by the Second Party is detected, the Second Party is liable to pay penalty at two times the normal rate in respect of such unauthorized drawal of poles as and when such demand is raised by the First Party by way of invoice or otherwise. If the same is not honoured, the cables so drawn shall be dismantled and the power supply to the Cable TV operations shall be summarily disconnected by the First Party without further notice.

21. THAT the Second Party has no right to transfer/sell/ assign his right under the license / sanction issued by the Board to draw optical fibre cable to any person under any circumstances without prior permission / sanction from the Board. In case, the Second Party transfers his right under the license / sanction without the permission of the Board, the First Party has the right to revoke / cancel the license / sanction issued to the Second Party and to terminate the agreement entered with the Second Party.

22. THAT the First Party will not be responsible for any interruption and / or interference caused to the quality of either Video / Audio signals, due to the proximity of 11 kV/33 kV/66 kV or other high tension lines to the optical fibre cable or any other reasons.

23. THAT the Second Party alone shall be responsible for payment of compensation for the death / injury, if any, caused to any person including employees of the First Party and for the loss caused to properties of any other person due to any accident that may occur by the malfunctioning / improper maintenance / non-standard construction of the cable network or any other reasons attributable by the Second Party. The Board will not have any liability in respect of claims under Workmen's Compensation Act or otherwise made by the employees employed by the Second Party consequent on any accident during their course of employment under Second Party. The Second Party shall indemnify and keep harmless the Board against any expenses that may be incurred in connection with any suit or other proceedings filed in any court or before any

authority in respect of any matter due to drawal of cables through electric poles by the Second Party.

24. THAT Any damage caused to poles, conductors, transformers, stay sets, substations or other assets of the First Party shall be assessed by the First Party and the amount so assessed shall be recoverable from the Second Party.

25. THAT the Board will not be responsible for any damages caused to the cables or CCTV surveillance system due to dashing of vehicle, lightning or any other causes.

26. THAT the First Party shall have the right to terminate this Agreement by giving thirty days' notice if the continuance of the Agreement is considered prejudicial or detrimental to the interests of the First Party, the State Government, public safety or the electricity distribution system. The First Party may also terminate the Agreement in the event of:

- (a) violation of the Telecommunications Act, 2023;
- (b) violation of the Telecommunications Right of Way Rules, 2024;
- (c) violation of the Electricity Act, 2003,
- (d) violation of the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2023 and other applicable safety requirements
- (e) non-payment of charges;
- (f) unauthorised extension of network;
- (g) safety violations;
- (h) breach of any condition of this Agreement;
- (i) orders of any Court, Government or statutory authority;
- (j) any circumstance affecting the operation, maintenance, reliability or safety of the electrical network.

Provided that the First Party may take immediate action without prior notice in cases involving public safety, electrical hazards, emergency situations or unauthorised installations. Upon termination, the Second Party shall remove all cables and associated equipment from the poles of the First Party within the period specified by the First Party and restore the infrastructure to the satisfaction of the First Party. In default thereof, the First Party may remove such installations at the risk and cost of the Second Party and recover all expenses incurred from the Second Party. The Second Party shall not be entitled to any compensation or damages consequent upon such termination or removal.

27. THAT the First Party also reserves the right to review this agreement in future as it thinks fit for compliance of any directions of the State Government / Court of Law and in such case the First Party is not responsible to compensate any loss caused on this account.

28. THAT in case of any difference or dispute relating to or arising out of this agreement, the same shall be referred to the Director (Distribution & SCM), Vidyuthi Bhavanam, Thiruvananthapuram for decision and the decision thereon will be final and binding on the parties.

29. The Parties acknowledge that the pole rental charges and one-time charges payable under this Agreement are being levied and collected by KSEB Ltd. at the rates prescribed under the Right of Way Rules, 2024, pursuant to the judgment of the Hon'ble High Court of Kerala in W.P.(C) No. 40017/2024 and the decision of KSEB Ltd. to comply with the said judgment on a strictly provisional basis, pending final adjudication of the Writ Appeal and/or any connected proceedings.

30. Accordingly, the charges collected under this Agreement shall be subject to the final outcome of the Writ Appeal and any further orders of the competent court. In the event the final decision is rendered in favour of KSEB Ltd., resulting in entitlement to recover charges at rates higher

than those provisionally collected under this Agreement, the Operator shall, without demur, dispute, or delay, remit to KSEB Ltd. the differential amount together with applicable interest, as determined by KSEB Ltd. in accordance with the final judicial pronouncement, within two (2) weeks from the date of demand.

31. The Operator expressly agrees that the provisional collection of charges under this Agreement shall not be construed as a waiver, relinquishment, estoppel, or abandonment of any rights, claims, or contentions of KSEB Ltd. in the pending proceedings, and that KSEB Ltd. shall be entitled to recover the differential charges and applicable interest in full consequent upon the final outcome of such proceedings.

32. THAT the Second Party shall maintain updated pole-wise records, route details and digital information relating to the communication network and furnish the same to the First Party whenever required.

33. THAT in cases of accidents, natural calamities, electrical emergencies, public safety concerns or system emergencies, the First Party shall have the right to temporarily disconnect, shift or remove communication cables without prior notice.

34. THAT termination or expiry of the agreement shall not affect the liability of the Second Party in respect of unpaid charges, damages, indemnity obligations and statutory liabilities.

IN WITNESS whereof the parties hereto have caused this agreement to be executed on the day, month and year indicated above.

Signature:

Name & Address of the Cable TV Operator :

Witness 1:

Witness 2:

Signature: