

AND WHEREAS the borrower has executed the Loan Agreement more particularly listed in detail in **Schedule III** hereto (hereinafter referred to as "Loan Agreement") for the said schemes / project, for which REC has agreed to lend and advance to the Borrower, and the Borrower has agreed to borrow from REC, an amount of Rs. 9615.75 lakhs (Rupee nine thousand six hundred fifteen lakh and seventy five thousand only) on the terms and conditions contained therein.

AND WHEREAS in terms of the sanction letters of the REC and also in terms of the conditions contained in the Loan Agreement, the Borrower is required to secure due repayment of the said Loans, together with interest, penal interest and other costs and charges thereon, by way of pari pasu basis with PFC 110% Hypothecation of Future Assets to be created with out of Project Loan sanctioned by REC and PFC (REC 75% and PFC 25%) to be utilised for R-APDRP works in 05 towns of West Bengal under WBSEDCL jurisdiction area. Future Assets will include all unencumbered movable properties including movable machinery, equipments, machinery spares, tools, implements and accessories installed and its all stock of materials, equipments (hereafter referred to as "Movables") to be created out of Project loan and its stock of materials and equipment created under the respective Schemes of the Project and procured out of loan sanctioned by REC (hereinafter referred to "Stocks") created, installed and procured out of the Loans as security to adequately cover of the amount of Loans, interest, penal interest and other costs and charges sanctioned adequate to cover the loan amount, interest, penal interest, additional interest and other charges.

AND WHEREAS the Borrower has agreed to hypothecate all the future Movables and Stocks to be created under the respective Schemes of the Project including those procured out of the loans to be sanctioned by REC, totaling to the project cost (equivalent to 75% of the counterpart funding) of Rs. 9615.75 lakhs (Rupee nine thousand six hundred fifteen lakh and seventy five thousand only)) on pari pasu basis with PFC hereinafter collectively referred to as "Hypothecated Goods") as detailed Scheme-wise in **Schedule 'IV'** forming part of this Agreement and the Parties have agreed to execute a common agreement to record the hypothecation of all Movables and Stocks in terms of the Loan Agreements pertaining to all the Schemes and/or under the Project;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of REC having granted various Term Loans amounting to Rs. 9615.75 lakhs (Rupee nine thousand six hundred fifteen lakh and seventy five thousand only) to the Borrower pursuant to the Loan Agreement as stated hereto, the Borrower hereby hypothecates and charges as security all its future Movables and Stocks to REC as unencumbered Hypothecated Goods, which now or hereafter, from time to time, during the continuance of these presents for security to be created, erected/installed and brought into the stores or be in or about the Borrower's land, godowns or premises at


B. B. Shome
General Manager (P & A)
Corp. WBSEDCL


S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

WBSEDCL Jurisdiction area or wherever else the same may be, installed/erected for the schemes and/or under the Project and procured out of loan sanctioned by REC (including any such Goods in course of transit or delivery), by way of pari-passu basis along with PFC, as security, for the repayments of the said loans by the Borrower to REC together with interest, penal interest and other costs and charges in terms of the Loan Agreement.

2. The Borrower undertakes that it shall at all times maintain adequate quantities of the Hypothecated Goods to cover the entire Loan, interest, penal interest, and other charges payable under the Loan Agreement and in the event of deficiency in such quantity shall immediately inform REC in writing and take steps to forthwith replenish the same. The said Hypothecated Goods shall be kept in good condition by the Borrower at its own risk and expense.
3. The Borrower undertakes to insure and keep insured all the Hypothecated Goods at its own expense. REC reserves the right to call for statements and details of the Hypothecated Goods with list of current insurance policies etc. Any failure or default on the part of the Borrower to fulfill the aforesaid obligation to the satisfaction of REC shall amount to an event of default and REC shall have a right to recall the outstanding Loan amount together with interest, other charges and expenses thereon under the respective Loan Agreement.
4. In the event of loss or destruction of the Hypothecated Goods, for reasons beyond the reasonable control of the Borrower, the Borrower shall immediately notify REC in writing and take steps to replace the security hereunder created with adequate security to the satisfaction of REC.
5. In the event of any breach of any terms, covenants, obligations stipulated in the Loan Agreement or any default of the Borrower in payment of any monies under any of the Loan Agreement under Schedule III hereby secured or the performance of any obligation of the Borrower to REC, its Agents, Nominees and Authorised Representatives, REC shall have the right to take possession of, seize, recover, receive, appoint receivers, or remove and/or sell by public auction or private contract, dispatch for realization or otherwise dispose or deal with all or any part of the said Hypothecated Goods pertaining to the respective Scheme and enforce, realize, settle, compromise and deal with any rights or claims relating thereto without being bound to exercise any of these powers or being liable for any loss in the exercise thereof and without prejudice to REC's rights and remedies of suit or otherwise. The Borrower hereby agrees to accept REC's accounts of sales and realizations as sufficient proof of the amounts realized and related expenses and to pay on demand by REC any shortfall or deficiency thereby shown provided that REC shall not be in any way liable or responsible for any loss/damage or depreciation that the said Hypothecated Goods may suffer or sustain or any account whatsoever whilst the same are in possession of REC, or by reason or exercise or non-exercise of rights or remedies available to REC as aforesaid and all such loss, damages or depreciation shall be wholly debited to the account of the Borrower.


S. Ghosh Dastidar
General Manager (EZ)
Rural Electrification Corporation Ltd.
Zonal Office, Kolkata - 700 057


S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 057

The Borrower may with the approval of REC sell or dispose of any portion of the said Hypothecated Goods from time to time in due course of business provided the margin of the security required by REC is fully maintained and on the terms of payment and delivery to REC of the proceeds thereof or documents therefore immediately on receipt thereof.

6. REC at any time after the security hereby constituted has become enforceable and whether or not REC shall then have entered into or taken possession and in addition to the powers here-in-before conferred upon REC after such entry into or taking possession of, may have Receiver or Receivers appointed for the said Hypothecated Goods or any part thereof.
7. The said Hypothecated Goods and all sales realization and all documents under this security shall always be kept distinguishable and held as REC's exclusive property specifically appropriated to this security to be dealt with only under the directions of REC and the Borrower shall not create any mortgage, charge, lien, or encumbrance upon or over the same or any part hereof except in favour of REC nor suffer any such mortgage, charge, lien, or encumbrance to affect the same or any part thereof nor do or allow anything that may prejudice this security. In case the Hypothecated Goods are subject to at any time after creation of this security any attachment or distress of any Court of competent jurisdiction, then the Borrower shall immediately inform REC in writing and shall forthwith take steps to release the Hypothecated Goods from such attachment or distress. In the event the Borrower is unable to get the Hypothecated Goods released, then the Borrower shall immediately replace such Hypothecated Goods with alternative security to the satisfaction of REC.
8. This security shall be a continuing security for the repayment of the Loan together with all interest, penal interest, liquidated damages premia etc. on prepayment, redemption or payment of all other monies due to REC under the respective Loan Agreement and these presents, and shall not affect, impair or discharge the liability of the Borrower by winding up (voluntary or otherwise) or by any merger or amalgamation, restructuring or otherwise of the Borrower with any other company or takeover of the management of the undertaking of the Borrower.
9. The Borrower hereby appoints REC as its attorney and authorises REC to act for and in the name of the Borrower to do whatever the REC may be required to do under these presents and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents conferred on REC and the Borrower shall bear the expenses that may be incurred in this regard.
10. That nothing herein shall prejudice any rights or remedies of REC in respect of any present or future security guarantee obligation or decree for any indebtedness or liability of the Borrower to REC.


B. B. Shome
General Manager (F & A)
Corp. WSS&DCL


S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

11. The Borrower represents as under:

- (a) That the Borrower shall be the absolute owner of the future Movable & Stocks, referred to in Schedule-IV hereof, on pari-passu basis along with PFC, at the sole disposal of the Borrower and shall be maintained free of any prior charge or encumbrance of any nature whatsoever, which shall form part of the Hypothecated Goods as security created hereunder.
- (b) That the Borrower shall utilise the Loan exclusively for the implementation of the Project and the Schemes thereunder by undertaking various works under R-APDRP schemes sanctioned for Burdwan, Asansol U/A, Santipur, Nabadwip Krishnanagar towns in WBSEDCL jurisdiction area, more specifically, erection of new 33/11 KV sub Stations with 1x5 MVA PTRs, erection of new 11 KV Line with 55 sq mm AAAC, Augmentation of PTRs from 1x3.15 MVA to 1x5 MVA and 1x5 MVA to 1x8 MVA PTR, replacement of damaged poles, replacement of damaged AB switches, 11 KV bay extensions with breaker, 11 KV re-conductoring, installation of 100 KVA DTRs, Conversion and Augmentation of LT 1 Ph 3 Wire to LT 3 Ph 5 Wire, installation of LT 1 Ph High quality meters, LT 1 Ph energy meters, LT 3 Ph High quality meters, LT 3 Ph energy meters, erection of LT AB Cable (1x16+25 sq mm and 2x16+25 sq mm), installation of 2MVAR Capacitor banks, replacement of damaged 33 KV and 11 KV VCBs, erection of 4 pole structures, replacement of damaged earth mats, erection of new 33 KV line with 100 sq mm AAAC, Installation of new AB switches with HG fuse, installation of additional 33 KV VCBs etc. in various districts of WBSEDCL jurisdiction area and all the properties created/installed and materials procured under the respective Schemes of the Project including those created out of the Loan shall remain hypothecated by way of pari-passu basis along with PFC.
- (c) That the Loan sanctioned by REC to the Borrower is within the borrowing powers of the Borrower in accordance with the laws and by-laws applicable to it and all formalities required by the laws and by-laws and rules regulating the work and conduct of the Borrower in respect of such borrowing have been fully complied with.
12. The Borrower agrees and undertakes to furnish to REC, periodical progress on implementation of the Project and more specifically status on value of future assets/properties created under the respective Schemes of the Project and out of the Loan so as to ensure that the Loan installments drawn from REC under this Agreement are adequately secured.
13. The Borrower shall furnish to REC, if and when required, such periodical returns of its working and with regard to the utilisation of the amount of the Loan and the progress of each of the Schemes under the Project as may be required by REC.


B. B. Shome
General Manager (F & A.)
Corp. WBSEDCL


S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 057

14. The Borrower shall make available for the inspection of REC, if and when required, all its books of account and other books and documents maintained by it and/or required to be maintained by it under any law, by-laws or rules of the Borrower and allow all facilities to REC or any person authorised by it for the purpose of carrying out such inspection. The Borrower agrees and undertakes to follow and give effect to all recommendations regarding standards and specifications of work, economy measures, maintenance of records, utilisation of the loan amount as may be given by REC from time to time.
15. The Borrower agrees and undertakes to execute, sign, seal and deliver all documents, papers, acknowledgements and other writings as may be required by REC at any time during the pendency of this Agreement more fully and effectively securing the monies due and payable or to become due and payable by the Borrower to REC in terms of these presents.
16. REC shall without prejudice to its other rights and remedies be entitled to recall the respective loan at any time before the due date for repayment thereof, if the Borrower fails to fulfill its obligations under the respective Loan Agreement, and REC's decision whether a breach of any of the terms of the said Loan Agreement has been committed by the Borrower or not shall be final and binding on the Borrower.
17. In the event of default on the part of the Borrower or any breach of the terms and conditions of these presents, the Borrower shall be liable to pay to REC all costs, charges and expenses incurred by REC in connection with the negotiations for the agreement and in respect of the agreement.
18. The Borrower agrees that these presents create a security interest in REC in respect of the Hypothecated Goods and the REC shall have the prerogative to exercise its rights under Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
19. Neither this Agreement nor any of its rights, obligations hereinafter shall be assigned by the Borrower without the prior written consent of REC.
20. No waiver by REC of any breach of this Agreement by the Borrower shall be considered as a waiver of any subsequent breach of the same or any other provision.
21. The Borrower agrees that REC shall have the right of assignment of the debt due by the Borrower and securities furnished under these presents to Banks or Financial Institution(s) and or Agencies for the purpose of refinancing etc., and the Borrower undertakes to assist and join hands with REC in furnishing any information, executing documents etc. in connection therewith.
22. The Borrower undertakes to indemnify and keep REC saved, defended, unharmed and indemnified against all costs and consequences arising as a result of any act of omission or commission on the part of the Borrower.

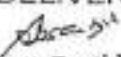

B. B. Shome
General Manager (F & A)
Corp. WESEDCL.


S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

23. Parties hereto have expressly understood that only the Courts at Delhi alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

IN WITNESS whereof the parties have executed these presents on the day, month and year here-in-above written.

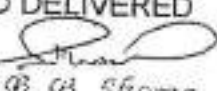
SIGNED AND DELIVERED


S. Ghosh Dastidar
Zonal Manager (EZ)

By **SRI S. GHOSH DASTIDAR**
ZONAL MANAGER (EZ)

On behalf of RURAL
ELECTRIFICATION
CORPORATION LIMITED


SIGNED SEALED AND DELIVERED

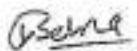

B. B. Shome

By **SRI B.B. SHOME**
GENERAL MANAGER (F&A)-
CORPORATE


On behalf of WEST BENGAL STATE
ELECTRICITY DISTRIBUTION
COMPANY LTD

Witness

1 
B. K. Mohanty, REC 2046L


2 
VIJAY BEHRA
ENGINEER, REC 2046L

Witness

1 
A. B. Banerjee
Com. Secy. to Board
W.B. S.E.D.C.L.

2 P. Mondal
(PINTU MONDAL)
JR. EXECUTIVE (FIN)
WBSEDCL


K. K. Ghosh
Director (Finance)
W. B. State Electricity Distribution Co. Ltd.
(A Govt. of West Bengal Enterprise)
Bidyut Bhawan, Block-DJ, Sector-II
Bidhannagar, Kolkata-700 091


P. K. Banerjee
Company Secretary,
W. B. State Electricity Dist. Co. Ltd.,
Bidyut Bhawan (7th Floor),
Bidhannagar, Kolkata-700 091.

SCHEDULE III

Details of the Loan Agreement pertaining to the various Schemes under the Project

(also include details of sanction letters pertaining to each scheme)

Sino.	Loan Agreement No.	No. of Schemes	Loan Amt. (Rs. In lakh)	Sanction Lr.No. & Date
1	1	Five(Scheme Code No.6543,6544,6545,6546 & 6547	9615.75	No.RECL/4L/2/WB/P:SI(R-APDRP)/2012-13/ 1004 Dated 21/12/2012
Total	1	5(five)	9615.75	


B. B. Shome
 General Manager (P & A)
 Corp. WBSEDCL


S. Ghosh Dastidar
 Zonal Manager (EZ)
 Rural Electrification Corporation Ltd.
 (A Govt. of India Enterprise)
 Zonal Office, Kolkata - 700 067



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

R-APDRP (Part B) 11 Towns V 113109
(LATL)

LOAN AGREEMENT

(To be executed on Non-Judicial Stamp Paper)

This Agreement is made at Kolkata on this day 27th of August 2015.

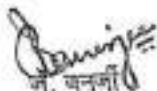
BETWEEN

Rural Electrification Corporation Limited, a Govt. of India Enterprise, (through its Zonal Office at IB-186, Sector-III, Salt Lake, Kolkata-700106 a Company registered under the Companies Act, 1956 and having its registered office at Core - 4, SCOPE Complex, 7, Lodi Road, New Delhi (hereinafter referred to as 'REC' which expression shall include its successors and permitted assigns) of the **ONE PART.**

AND

The West Bengal State Electricity Distribution Company Limited (A Government of West Bengal Undertaking), a Company registered under the Companies Act, 1956 and having its registered office at Bidyut Bhawan, Bidhan Nagar, Salt lake, Kolkata - 700091 (hereinafter referred to as "the Borrower", which expression shall include its successors and permitted assigns) of the **OTHER PART.**

REC and the Borrower collectively referred to as "Parties" and singularly as a "Party".


J. BANERJEE

অঞ্চলিক প্রমোদক (পূর্বপল)
Zonal Manager (EZ)
সা. ই. সী. লি., অ. ল., কোলকাতা
REC Ltd., Zonal Office, Kolkata



Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

AND WHEREAS as per the terms and conditions contained in the Sanction Letters, the Borrower agrees and undertakes to secure the total principal sum of the Term Loan, interest and other charges by way of hypothecation of future assets of all movable properties including movable machinery, equipments, machinery spares, tools, implements and accessories installed and its all stock of materials, equipments (hereafter referred to as "Movables") to be created out of Project loan sanctioned to cover the loan amount, interest, penal interest, additional interest and other charges.

AND WHEREAS the Borrower has agreed to accept the disbursement of the term loan in installments on the term and conditions contained in the sanction letter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. REC will lend and advance to the Borrower the Term Loan of Rs 94.25 crore (Rupees Ninety four crore twenty five lakh) (the "Loan") to be repaid along with interest and other charges over a period of 20 years. (5 years moratorium + 15 years repayment)
2. REC will make disbursement(s) of the Term Loan in installments, on REC being reasonably satisfied with the progress of the Project undertaken by the Borrower and more specifically in terms as laid down in the sanction letter.

In the event of any installment of interest or principal not being paid to the lender/REC by the borrower on the due dates and terms as indicated herein, the borrower shall pay to the REC a penal interest at prevailing rate per annum over and above the applicable rate of interest, on quarterly compounding basis, during the period of default. The prevailing rate of penal interest at present is 2% p.a.

3. The Borrower agrees and undertakes to secure the principal sum of the Term Loan, interest and other charges by way of hypothecation of all its unencumbered assets /moveable properties including moveable machinery, equipments, machinery spares, tools, implements and accessories installed and its all stock of materials, equipments (hereinafter referred to as "Movables") to be created out of Project loan sanctioned, adequate to cover the loan amount, interest, penal interest, additional interest and other charges.



J. BANERJEE
अंचलिक प्रबंधक (वृक्षपाल)
Zonal Manager (EZ)
आर.ई.सी. लि., 38, फा., कोलकाता
REC Ltd., Zonal Office, Kolkata



Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

(1) WHEREAS the Central Government has launched Restructured Accelerated Power Development & Reform Program (hereinafter referred to as "R-APDRP") during the XI Five Year Plan with Revised Terms and Conditions as a Central Sector scheme to establish base line data system and reduce AT&C losses.

(2) AND WHEREAS the borrower intends to undertake execution of various distribution projects under R-APDRP on the terms & conditions contained in the Order dated 19.09.2008 and Guideline for R-APDRP issued by Ministry of Power on 22.12.2008.

(3) AND WHEREAS the borrower has undertaken implementation of projects under Part-B of R-APDRP scheme code Nos 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8432, 8433 & 8434 (11 Schemes) as per the list attached herewith as **Annexure-A** (hereinafter collectively referred to as "the Project") AND WHEREAS the Borrower by its letter No. CE/Dist.Project/REC/30/4993 dated 03.06.2014 (**ANNEXURE-B**) made an application to the Corporation for grant of total loan of Rs. 94.25 crore (Rupees Ninety four crore twenty five lakh) (hereinafter referred as Term Loan) from REC to be utilized for R-APDRP works in WBSEDCL jurisdiction area (hereinafter referred to as the 'Project') the details whereof are provided in **Annexure - A**, written hereunder, and forms part and parcel of the present Agreement.

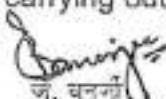
AND WHERE AS REC has agreed to sanction the Term Loan of Rs 94.25 crore (Rupees Ninety four crore twenty five lakh) for 11 towns, being 100% of 75% of the sanctioned project cost, to the Borrower for the purpose(s) aforementioned, under scheme code Nos 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8432, 8433 & 8434 and has conveyed the sanction of the Term Loan to the Borrower vide its Sanction Letters. No.RECL/4L/2/WB/P:SI(R-APDRP)/2014-15/423 dated 14/07/2014 & No.RECL/4L/2/WB/P:SI(R-APDRP)/2014-15/591 dated 29/08/2014, on the terms and conditions stated in the said sanction letters (collectively referred as Sanction Letters) , (the copies whereof are enclosed hereto as **Annexure- C**). The terms and the conditions stated in Annexure-C hereof are to be read along with the terms and conditions set forth hereinafter and form part and parcel of the present Agreement.

AND WHEREAS the Borrower has by its Resolution dated the 17th day of October 2014 passed at the meeting of its Board on the 17th day of October 2014 has agreed to accept the loan of Rs.94.25 crore (equivalent to 100% of 75% of the counter funding) on the terms and conditions contained in the Sanction Letters. (**Annexure-D**).



ज. बनर्जी
J. BANERJEE
अंचलिक प्रबंधक (पूर्वपक्ष)
Zonal Manager (EZ)
अवर.ई.सी.लि., अं.पं., कोलकाता
REC Ltd., Zonal Office, Kolkata


सुनील कुमार गुप्ता
General Manager (F&A) Corporate
WBSEDCL

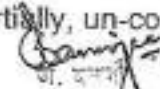
4. Borrower hereby agrees that Borrower shall provide the sufficient security to secure the Term Loan sanctioned by REC in terms of of Sanction Letters. In case sufficient security is not provided by the Borrower in terms of the Sanction Letters, REC reserves the right to reduce the loan amount and restrict the disbursement of Loan amount upto the extent of 90% of value of security.
5. The Borrower shall create security in favour of REC in terms of the options given in clause 13 of Sanction Letters to cover the Loan, interest, charges, costs etc.
6. The Borrower shall repay loan with interest, penal and other charges in accordance with terms and conditions of the sanction letter. The Borrower shall make all payments of principal, interest, penal interest and other charges to REC at its Registered Office at New Delhi.
7. The Borrower shall implement the project in accordance with project report as submitted at the time of application for the grant of loan and shall also adhere to and comply with all such amendments thereto as are approved by REC. The Borrower also agrees to complete the project in the manner and according to time schedules as per terms of sanction letter.
8. The Borrower represents and assures REC that the Term Loan applied for and being granted by REC to the Borrower is within the borrowing powers of and in accordance with the laws and by-laws applicable to it and all formalities required by the laws and by-laws and rules regulating the work and conduct of the Borrower in respect of such borrowing have been fully complied with.
9. To secure REC against financial losses that may arise as a result of dilution of the security charged in favour of REC, on account of any reason whatsoever, the Borrower shall immediately intimate REC in writing about such dilution and/or inadequacy, and shall replace or provide such additional security to the satisfaction of REC, in order to protect the interests of REC against such financial loss that may arise due to the aforesaid reason.
10. The Borrower shall make available for the inspection of REC, as and when called upon to do so, all its books of account and other books and documents maintained by it and/or required to be maintained by it under any law, by-laws, or rules of the Borrower and allow all facilities to REC, its Agents, Nominees and Authorized Representatives authorized by it for the purpose of carrying out such inspection.




J. BANERJEE
अंचलिक प्रबंधक (पुनर्गठन)
Zonal Manager (EZ)
आर.ई.सी. लि., अ.म.क., कोलकाता
REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

11. The Borrower agrees and undertakes to execute, sign, seal and deliver all documents, papers, acknowledgements and other writings as may be required by REC at any time during the pendency of this agreement, more fully and effectively securing the moneys due and payable or to become due and payable by the Borrower to REC in terms of these presents.
12. REC shall without prejudice to its other rights and remedies be entitled to recall the Loan or any portion or portions thereof at any time before the due date for repayment thereof, if the Borrower fails to fulfil its obligations under this agreement and/or in the event of its committing a breach of any of the terms thereof. The decision of the Chairman and Managing Director of REC as to whether a breach of the terms of this agreement has been committed by the Borrower or not, shall be final and binding on the Borrower.
13. In the event of a default on the part of the Borrower or any breach of the terms and conditions of these presents, Borrower shall be liable to pay to the REC all costs, charges and expenses incurred by REC in connection with the negotiations for the agreement and in respect of the agreement.
14. Neither this agreement nor any of the rights, obligations hereinafter shall be assigned by the Borrower without the prior written consent of REC.
15. No waiver by REC of any breach of this Agreement by the Borrower shall be considered a waiver of any subsequent breach of the same or any other provision.
16. The Borrower agrees that REC shall have the right of assignment of the debt due by the Borrower and securities furnished under these presents to any Financial Institutions, Banks and or to any other Authorities or Agency for the purpose of refinancing etc., and the Borrower undertakes to assist and join hands with REC in furnishing any information, executing documents etc. in connection therewith.
17. The Borrower undertakes to indemnify and keep REC saved, defended, unharmed and indemnified against all costs and consequences arising as a result of any act of omission or commission on the part of the Borrower.
18. The Borrower agrees that notwithstanding any other remedy available to REC, these presents create a security interest in REC and REC shall have the prerogative to exercise its rights under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
19. Notwithstanding anything contained anything in the loan sanction letter or the loan agreement, REC reserves the right to cancel the commitment i.e the sanctioned loan amount or standby facilities and credit lines, either fully or partially, un-conditionally without prior notice at any time.


J. BANERJEE
जोषिबाबा इंदिरा भवन
Zonal Manager (EZ)
आर.ई.सी.लि., को.पो., ४००१२२


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

20. In case of privatization of the borrower in terms of the applicable laws, the entire dues of REC shall be repaid in full or secured to the satisfaction of REC in the manner that REC would require.

21. Parties hereto have expressly understood that only the Courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first here-in-above written.

IN WITNESS WHEREOF the borrower hath caused its common seal to be hereunto affixed the day, month and year first hereinabove written

The common seal of the within named West Bengal State Electricity Distribution Company Limited has been hereunto affixed pursuant to a Resolution of its Board of Directors passed on the 17th day of October 2014 in the presence of Shri Kalyan Kr Ghosh, Director (Finance) and Shri P K Banerjee, Company Secretary of the Borrower who have subscribed their signatures hereto in token thereof.

SIGNED AND DELIVERED

অর্থনৈতিক (ফাইন্যান্স) (১৭)
Zonal Manager (F&A)
REC Ltd., Zonal Office, Kolkata

By SRI JAIDEV BANERJEE
ZONAL MANAGER(EZ)
on behalf of RURAL ELECTRIFICATION
CORPORATION LIMITED

In the presence of

1. B.K. MOHANTY

2. P.S. KONDU

SIGNED SEALED AND DELIVERED

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

By SRI S.MUKHOPADHYAY
GENERAL MANAGER(F&A)-CORPORATE
on behalf of WEST BENGAL STATE
ELECTRICITY DISTRIBUTION COMPANY LTD

In the presence

1. (A BANERJEE)

2. (S. MUKHOPADHYAY)

Works Cost Estimate Bill of Quantities

59


Scheme Code No. WB-TD-DIS-221-2014-8472 (Jaigaon town)

Annexure-B

Sl. No.	Item Details	Unit	Quantity	Unit Price Rs. Lac	Total Cost Rs. Lac
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of existing 33/11 kV S/S				
A2	11 kV Line : New Feeder				
A2.1	New 11 KV outgoing feeder (120 sq.mm. ABC on 12.8 mtr Rail Pole)	Km	18.00	11.77	211.86
A3	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	4	0.990	3.96
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	19	1.360	25.84
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	46	1.510	69.46
	Item Sub-Total	Nos.	69		99.26
			Sub Total		99.26
A4	New Distribution Transformer (for future Load Growth)				
A4.1	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole at Jaigaon CCC	Nos.	7	3.590	25.13
A5	11 kV Line : New Line for connection of New DT at Jaigaon CCC				
A5.1	Q/h ACSR RABBIT on 12.8 mtr Rail Pole	Km	0.35	7.530	2.64
A5.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	0.21	9.809	2.06
			Sub Total		4.70
A6	11 kV Line : Augmentation & Renovation of Q/h ACSR RABBIT on 12.8 mtr Rail Pole at Jaigaon CCC	Km	2	3.33	6.66
A7	LT Line: 50 sq.mm. Q/h AAC ANT new LT Line from new DT locations on 8.0 mtr PCC Pole at Jaigaon CCC	Km	0.84	2.90	2.44
A8	LT Line : Augmentation & Renovation (50 sq.mm. Q/h AAC ANT on 8.0 mtr PCC Pole) at Jaigaon CCC	Km	19	1.81	34.39
A9	LT Line : Phase Conversion (50 sq.mm. Q/h AAC ANT on 8.0 mtr PCC Pole) at Jaigaon CCC	Km	36.20	2.240	81.09
B	Consumer Meters, LT Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	128	0.013	1.66
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	7.00	1.240	8.68
2	4c x 16 sq.mm. PVC Service cable	Km	11.00	1.360	14.96
3	2c x 6 sq.mm. PVC Service cable	Km	45.00	0.324	14.58
4	2c x 4 sq.mm. PVC Service cable	Km	25.00	0.061	1.53
			Sub Total		39.75
B3	Replacement of HT & LT Damaged Poles				
B3.1	12.8 mtr Rail Poles	Nos.	7	0.30	2.09
B3.2	9.0 mtr PCC Poles	Nos.	19	0.05	1.01
B3.3	8.0 mtr PCC Poles	Nos.	27	0.034	0.92
			Sub Total		4.01
	Grand Total				511.17
Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)				511.00	
GOI loan to be released through PPC (25% of project cost) (Rs. Lakh) rounded off				128.00	
Loan assistance sanctioned (75% of project cost) (Rs. Lakh) rounded off				383.00	


J. BANERJEE
 Joint General Manager (E&T)
 Joint Manager (E2)
 REC Ltd., Zonal Office, Kolkata

Page 1 of 1


Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

Works Cost Estimate Bill of Quantities

Scheme Code No. WB-TD-DIS-221-2014-8471 (Allparduar Town)

Appendix B

Sr. No.	Item Details	Unit	Qty.	Unit Price Rs. Lac	Total Cost Rs. Lac
Sub Transmission System Improvement Work					
A1	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	No.	10	0.990	9.900
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	No.	15	1.360	20.400
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	No.	45	1.510	67.950
	Item Sub-Total	No.	70		98.250
			Sub Total		98.250
A2	New 11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at i) Alipurduar New Town C.C.C, ii) Alipurduar Pura Bazar C.C.C	No.	13	3.590	46.670
			Sub Total		46.670
A3	11 kV Line : New Line for connection of New DT at i) Alipurduar New town C.C.C, ii) Alipurduar Pura Bazar C.C.C				
A3.1	Q/n ACSR RABBIT on 12.8 mtr Rail Pole	Km	0.65	107.760	70.031
A3.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	0.39	9.809	3.826
			Sub Total		73.857
A4	11 kV Line : Augmentation & Renovation of Q/n ACSR RABBIT on 12.8 mtr Rail Pole at i) Alipurduar Pura Bazar C.C.C, ii) Alipurduar New Town C.C.C	Km	3.03	3.330	13.087
			Sub Total		13.087
A5	LT Line : New LT Line from new DT locations for catching of existing LT networks at i) Alipurduar Pura Bazar C.C.C, ii) Alipurduar New Town C.C.C				
A5.1	50 sq.mm. Q/n AAC ANT on 8.0 mtr PCC Pole	Km	0.52	2.950	1.508
A5.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	1.04	6.600	6.864
			Sub Total		8.372
A6	LT Line : Augmentation & Renovation at i) Alipurduar Pura Bazar C.C.C, ii) Alipurduar New Town C.C.C				
A6.1	50 sq.mm. Q/n AAC ANT on 8.0 mtr PCC Pole	Km	63.0	1.810	114.030
A6.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	10.0	5.790	57.900
			Sub Total		171.930
A7	LT Line : Phase Conversion of 50 sq.mm. Q/n AAC ANT on 8.0 mtr PCC Pole at i) Alipurduar Pura Bazar C.C.C, ii) Alipurduar New Town C.C.C	Km	8.90	2.240	19.936
			Sub-Total		19.936
Consumer Meters, LT Service Connections & Pole Replacement					
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	No.	5,199	0.013	67.587
			Sub Total		67.587
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	2.00	1.240	2.480
2	4c x 16 sq.mm. PVC Service cable	Km	3.00	1.360	4.080
3	2c x 6 sq.mm. PVC Service cable	Km	19.00	0.324	6.156
4	2c x 4 sq.mm. PVC Service cable	Km	26.00	0.061	1.586
			Sub Total		14.302
B3	Replacement of RT & LT Damaged Poles at i) Alipurduar				
B3.1	12.8 mtr Rail Poles	No.	15	0.298	4.470
B3.2	9.0 mtr PCC Poles	No.	40	0.053	2.120
B3.3	8.0 mtr PCC Poles	No.	75	0.034	2.550
			Sub Total		9.140
Grand Total					523.130
Project Cost approved by B-APORP Steering Committee (Rs. Lakh)					523.00
COF loan to be released through PFC (25% of project cost) (Rs. Lakh) rounded off					131.00
Loan assistance sanctioned (75% of project cost) (Rs. Lakh) rounded off					392.00

Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)

COI loan to be released through PFC (25% of project cost)(Rs. Lakh) rounded off

Loan assistance sanctioned (75% of project cost) (Rs. Lakh) rounded off

ज. बनर्जी

J. F. NERJBE

सं. १००० (पञ्चम)

Z. ... manager (EZ)

आर.डि. : आ.का. कोल्लमगट

REC Ltd., Zonal Office, Kolkata

Page 1 of 1

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

[Signature]
C. Sri. Engineer


Works Cost Estimate Bill of Quantities


Scheme Code No. WB-TD-DIS-221-2014-8470 (Taki town)

Annexure-B

Sl. No.	Item Details	Unit	Qty.	Unit Price Rs. Lac	Total Cost Rs. Lac
A	Sub Transmission System Improvement Work				
A1	11 kV Line feeder bifurcation: New Feeder on 95 sq.mm. ABC on existing 12.8 mtr Rail Pole	Km	7.50	11.770	88.275
			Sub Total		88.275
A2	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	8	0.990	7.920
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	12	1.360	16.320
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	14	1.510	21.140
	Item Sub-Total	Nos.	34		45.380
			Sub Total		45.380
A3	New 11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at Hasnabad CCC	Nos.	18	3.59	64.620
			Sub Total		64.620
A4	11 kV Line : New O/h ACSR RABBIT on 12.8 mtr Rail Pole Line for connection of New DT at Hasnabad CCC	Km	10.00	7.530	75.300
			Sub Total		75.300
A5	11 kV Line : Augmentation & Renovation of O/h ACSR RABBIT on 12.8 mtr Rail Pole at hasnabad CCC	Km	15	3.33	49.95
			Sub Total		49.950
A6	LT Line : New LT Line from new DT locations for catching of existing LT networks at Hasnabad CCC				
A6.1	50 sq.mm. O/h ACSR 35 sqmm on 8.0 mtr PCC Pole	Km	35.0	4.500	157.500
A6.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	5.0	6.600	33.000
			Sub Total		190.500
B	Consumer Meters, LT Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	1,981	0.013	25.753
B1.2	3-Phase Consumer Meters with P.P. box	Nos.	25	0.120	3.000
			Sub Total		28.753
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	1.00	1.240	1.240
2	9c x 16 sq.mm. PVC Service cable	Km	1.00	1.360	1.360
3	2c x 6 sq.mm. PVC Service cable	Km	135.00	0.324	43.740
			Sub Total		46.340
B3	Replacement of HT & LT Damaged Poles at Hasnabad CCC				
B3.1	8.0 mtr PCC Poles	No.	20	0.03	2.38
			Sub Total		2.380
	Grand Total				591.498
	Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)				592.00
	GOI loan to be released through PFC (25% of project cost) (Rs. Lakh) rounded off				148.00
	Loan assistance sanctioned (75% of project cost) (Rs. Lakh) rounded off				444.00


 जे. रानेजी
 J. RANERJEE
 अधिकारी प्रबंधक (पूरावल)
 P. Manager (EZ)
 REC Ltd., Zonal Office, Kolkata


 Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL


 (S. S. Sanyal)

Works Cost Estimate Bill of Quantities


Scheme Code No. WB-TD-DIS-221-2016-8469 (Kurseong town)

Annexure-B

Sl. No.	Item Details	Unit	Qty.	Unit Price Rs. Lac	Total Cost Rs. Lac
A1	Sub Transmission System Improvement Work				
	Renovation & Modernisation of Pankhabari 33/11 kV S/S		1	98.740	98.740
				Sub total	98.740
A2	11 kV Line : New 120 sq.mm. ABC (on 12.8 mtr Rail Pole) Feeder at Sijircuit house, SijHospital	Km	12	11.770	141.240
				Sub Total	141.240
A3	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	5	0.990	4.950
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	4	1.360	5.440
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	15	1.510	22.650
	Item Sub-Total	Nos.	24		33.040
				Sub Total	33.040
A4	New 11/0.4kV, 3-Ph, 100 kVA DT (for future Load Growth) on 12.8 mtr Rail Pole at Kurseong Gr E/S	Nos.	8	3.50	28.72
				Sub Total	28.720
A5	11 kV Line : New Line at Kurseong Gr E/S for connection of New DT				
A5.1	Q/h ACSR RABBIT on 12.8 mtr Rail Pole	Km	5.00	7.530	37.650
A5.2	70 sq.mm. ABC on 9.0 mtr PCC Pole at Kurseong Gr E/S	Km	2.00	9.809	19.618
				Sub Total	57.268
A6	11 kV Line : Augmentation & Renovation of Q/h ACSR RABBIT on 12.8 mtr Rail Pole at Kurseong Gr E/S	km	10	3.33	33.30
				Sub Total	33.300
A7	LT Line : New LT Line at Kurseong Gr E/S				
A7.1	50 sq.mm. Q/h AAC ANT on 8.0 mtr / 9 MTR ST Pole	Km	1	2.90	2.90
A7.2	50 sq.mm. LT ABC on 8.0 mtr STP Pole at Kurseong Gr E/S	Km	1.0	6.600	6.600
				Sub Total	9.500
A8	LT Line : Augmentation & Renovation of 50 sq.mm. Q/h AAC ANT on 8 / 9 MTR ST Pole at Kurseong Gr E/S	Km	10	1.81	18.10
				Sub total	18.100
A9	LT Line : Phase Conversion at Kurseong Gr E/S				
A9.1	50 sq.mm. Q/h AAC ANT on 8.0 mtr PCC Pole	Km	15	2.24	33.60
A9.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole at Kurseong Gr E/S	Km	8.0	6.660	53.280
				Sub Total	86.880
B1	Consumer Meters, LT Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters	Nos.	1,963	0.013	25.519
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	12.00	1.240	14.880
2	4c x 16 sq.mm. PVC Service cable	Km	1.00	1.360	1.360
3	2c x 6 sq.mm. PVC Service cable	Km	12.00	0.324	3.888
4	2c x 4 sq.mm. PVC Service cable	Km	15.00	0.061	0.915
				Sub Total	21.043
B3	Replacement of HT & LT Damaged Poles at Kurseong Gr E/S				
B3.1	12.8 mtr Rail Poles	No.	20	10.30	206.00
B3.2	9.0 mtr STP Poles	No.	25	9.05	226.25
B3.3	8.0 mtr WOODEN Poles	No.	65	0.09	5.85
				Sub Total	438.10
	Grand Total				558.213
	Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)				558.00
	GCN loan to be released through PFC (25% of project cost) (Rs. Lakh) rounded off				140.00
	Loan assistance sanctioned (75% of project cost) (Rs. Lakh) rounded off				418.00


J. BANERJEE
 Manager (EZ)
 REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL


 C. M. Engineer


Works Cost Estimate Bill of Quantities

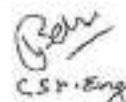
Scheme Code No. WD-7D-D68-223-2034-8958 (Dabraipur town)

Annexure-B

Sl. No.	Item Details	Unit	Qty.	Unit Price		Total Cost	
				Rs. Loc	Rs. Loc	Rs. Loc	Rs. Loc
A	Sub Transmission System Improvement Work						
A1	Reservation & Modernization of DUBRAJPUR 33/11 kV S/S		1	23,569		23,569	
							23,569
A2	11 kV Line : New Feeder 70 sq.mms ABC on 12.8 mtr Rail Pole	Km	0.83	9,813		8,146	
							8,146
A3	Reservation of Distribution Transformer with LT Capacitor						
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	5	8,990		44,950	
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	11	1,362		14,982	
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	23	1,510		34,730	
	New Sub-Total						94,662
							94,662
A4	New 11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole for future Load Growth	Nos.	18	3,500		63,000	
							63,000
A5	11 kV Line : New Line for connection of New DT at Dabraipur Gr S/S						
A5.1	Q/B ACSR RABBIT on 12.8 mtr Rail Pole	Km	1.35	7,530		10,165	
A5.2	70 sq.mms ABC on 9.8 mtr PCC Pole	Km	1.00	9,813		9,813	
							20,000
A6	11 kV Line : Augmentation & Reservation of Q/B ACSR RABBIT on 12.8 mtr Rail Pole at Dabraipur Gr S/S	Km	10	3,33		33,30	
							33,300
A7	LT Line : New LT Line from new DT locations for catching of existing LT networks at Dabraipur Gr S/S						
A7.1	50 sq.mms Q/B AAC ANT on 8.0 mtr PCC Pole	Km	6.0	2,900		17,400	
A7.2	50 sq.mms LT ABC on 8.0 mtr PCC Pole	Km	7.9	6,600		52,140	
							69,540
A8	LT Line : Augmentation & Reservation at Dabraipur Gr S/S						
A8.1	50 sq.mms Q/B AAC ANT on 8.0 mtr PCC Pole	Km	3.5	2,820		9,870	
A8.2	50 sq.mms LT ABC on 8.0 mtr PCC Pole	Km	6.5	5,788		37,622	
							47,492
A9	LT Line : Phase Conversion at Dabraipur Gr S/S						
A9.1	50 sq.mms Q/B AAC ANT on 8.0 mtr PCC Pole	Km	7.8	3,245		25,311	
A9.2	50 sq.mms LT ABC on 8.0 mtr PCC Pole	Km	4.0	6,080		24,320	
							49,631
B	Consumer Meters, LT Service Connections & Pole Replacement						
B1	Replacement of Electro-mechanical Meters by Electronic Meters						
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	1,254	0.023		28,922	
B1.2	3-Phase Consumer Meters with P.P. box	Nos.	4	0.120		480	
							29,402
B2	Replacement of old & damaged LT Service cables						
1	3.5 x 25 sq.mms PVC Service cable	Km	2.00	1,249		2,498	
2	4 x 16 sq.mms PVC Service cable	Km	2.00	1,360		2,720	
3	7 x 6 sq.mms PVC Service cable	Km	10.08	0.324		3,260	
4	2 x 6 sq.mms PVC Service cable	Km	2.00	0.061		122	
							8,599
B3	Replacement of HT & LT Damaged Poles at Dabraipur Gr S/S						
B3.1	12.8 mtr Rail Poles	No.	10	0.155		1,550	
B3.2	9.8 mtr PCC Poles	No.	10	0.053		530	
B3.3	8.0 mtr PCC Poles	No.	10	0.034		340	
							2,420
	Grand Total						402,878
Project Cost approved by B-APDRP Steering Committee (Rs. Lakh)						402.878	
CCA has to be released through PPC (25% of project cost) (Rs. Lakh) rounded off						100.719	
Total one time provision (25% of project cost) (Rs. Lakh) rounded off						100.719	


 J. BANERJEE
 Joint General Manager (EZ)
 REC Ltd., Zonal Office, Kolkata


 Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL


 C.S.P. Engineer

Works Cost Estimate Bill of Quantities

Scheme Code No. WB-TD-DIS-221-2014-0467 (Aurangabad town)

Annexure-B

Sl. No.	Item Details	Unit	Quantity	Unit Price Rs. Lac	Total Cost Rs. Lac
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of DAFAHAT 33/11 kV S/S		1	32.75	32.75
				Sub Total	32.75
A2	11 kV Line : New 11 kV Outgoing Feeders bifurcating the existing Aurangabad feeder (120 sq.mm. ABC on 12.8 mtr Rail Pole)	Km	5.00	11.770	58.85
				Sub Total	58.85
A3	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	9	0.990	8.91
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	14	1.360	19.04
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	23	1.510	34.73
	Item Sub-Total	Nos.	46		62.68
				Sub Total	62.68
A4	New 11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at Aurangabad CCC	Nos.	15	3.590	53.85
				Sub Total	53.85
A5	11 kV Line : New Line for connection of New DT at Aurangabad CCC				
A5.1	Q/h ACSR RABBIT on 12.8 mtr Rail Pole	Km	3.00	7.530	22.59
A5.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	1.60	9.809	9.81
				Sub Total	32.40
A6	11 kV Line : Augmentation & Renovation				
A7	LT Line : New LT Line 50 sq.mm. Q/h AAC ANT on 8.0 mtr PCC Pole from new DT locations at Aurangabad CCC	Km	2	2.90	5.80
				Sub Total	5.80
A8	LT Line : Augmentation & Renovation at Aurangabad CCC				
A8.1	50 sq.mm. Q/h AAC ANT on 8.0 mtr PCC Pole	Km	5.0	1.810	9.05
A8.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	25.0	5.790	144.75
				Sub Total	153.80
A9	LT Line : Phase Conversion at Aurangabad CCC				
A9.1	50 sq.mm. Q/h AAC ANT on 8.0 mtr PCC Pole	Km	10.0	2.240	22.40
A9.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	10.0	6.080	60.80
				Sub Total	83.20
B1	Consumer Meters, LT Service Connections & Pole Replacement				
B1.1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1.1	1-Phase Consumer Meters with P.P. box	Nos.	2,132	0.073	27.72
B1.1.2	3-Phase Consumer Meters with P.P. box	Nos.	46	0.120	5.52
				Sub Total	33.24
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	5.00	1.240	6.20
2	4c x 16 sq.mm. PVC Service cable	Km	5.00	1.360	6.80
3	2c x 6 sq.mm. PVC Service cable	Km	25.00	0.324	8.10
4	2c x 4 sq.mm. PVC Service cable	Km	25.00	0.061	1.53
				Sub Total	22.63
B3	Replacement of HT & LT Damaged Poles at Aurangabad CCC				
B3.1	9.0 mtr PCC Poles	No.	25	6.05	151.25
B3.2	8.0 mtr PCC Poles	No.	30	0.034	1.02
				Sub Total	152.27
	Grand Total				536.25
	Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)				536.00
	GOI loan to be released through PPC (25% of project cost) (Rs. Lakh) rounded off				134.00
	Loan assistance sanctioned by WB (75% of project cost) (Rs. Lakh) rounded off				402.00

1. BANERJEE
 Joint Project Director (Electrical)
 Zonal Manager (EZ)
 REC Ltd., Zonal Office, Kolkata

Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

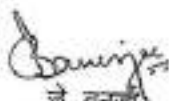
(Signature)
 (Stamp)

Works Cost Estimate Bill of Quantities

Scheme Code No. WB-TD-DIS-221-2014-8466 (Kalinpong town)

Annexure-B

Sl. No.	Item Details	Unit	Qty.	Unit Price Rs. Lac	Total Cost Rs. Lac
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of Hill View 66/11 kV S/S		1	95.244	95.244
			Sub Total		95.244
A2	11 kV Line : New out going Feeder(120 sq.mm. ABC on 12.8 mtr Rail Pole)	Km	12	11.770	141.240
			Sub Total		141.240
A3	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	5	0.990	4.950
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	7	1.360	9.520
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	15	1.510	22.650
4	11/0.4kV, 3-Ph, 250 kVA DT on 12.8 mtr Rail Pole	Nos.	2	2.120	4.240
5	11/0.4kV, 3-Ph, 315 kVA DT on 12.8 mtr Rail Pole	Nos.	2	3.070	6.140
	Item Sub-Total	Nos.	31		47.500
			Sub Total		47.500
A4	New 11/0.4kV, 3-Ph, 100 kVA DT (for future Load Growth) on 12.8 mtr Rail Pole at Kalinpong Gr E/S	Nos.	10	3.590	35.900
A5	11 kV Line : New Line at Kalinpong Gr E/S				
A5.1	O/h ACSR RABBIT on 12.8 mtr Rail Pole	Km	5.00	7.530	37.650
A5.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	15.00	9.809	147.135
			Sub Total		184.785
A6	11 kV Line : Augmentation & Renovation of O/h ACSR RABBIT (on 12.8 mtr Rail Pole) at Kalinpong Gr E/S	Km	10	3.33	33.30
A7	LT Line : Augmentation & Renovation of 50 sq.mm. O/h AAC ANT (on 8.0 mtr PCC Pole) at Kalinpong Gr E/S	Km	8.00	1.81	14.480
A7.1	50 sq.mm. LT ABC on 8.0 mtr PCC Pole at Kalinpong Gr E/S	Km	25.0	5.790	144.750
			Sub Total		159.230
A8	LT Line : 50 sq.mm. O/h AAC ANT(Phase Conversion) on 9.0 mtr ST Pole at Kalinpong Gr E/S	Km	10	2.24	22.40
A8.2	50 sq.mm. LT ABC on 9.0 mtr ST Pole at Kalinpong Gr E/S	Km	25.0	6.080	152.000
			Sub-Total		174.400
B	Consumer Meters, LT Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	4,276	0.013	55.588
B1.2	3-Phase Consumer Meters with P.P. box	Nos.	122	0.120	14.640
			Sub Total		70.228
B2	Replacement of old & damaged LT Service cables(2c x 4 sq.mm. PVC)	Km	100	0.061	6.100
B3	Replacement of HT & LT Damaged Poles	No.	20	0.298	5.960
	Grand Total				954.892
	Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)				954.00
	GOI loan to be released through PFC (25% of project cost)(Rs. Lakh) rounded off				238.00
	Loan assistance sanctioned (75% of project cost)(Rs. Lakh) rounded off				716.00



J. BANERJEE

अधीक्षक (प्रबंधन)

अधीक्षक (एच)

अधीक्षक, कोलकाता

REC Local Office, Kolkata


 Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL


 (Sr. Engineer)

f) In case of charge on movable and immovable assets of the Borrower:

- (i) First charge/pari-passu charge on all movable & immovable assets (both present & future) of the project shall be created in favour of REC. Wherever reimbursement against land is taken from REC, it is subject to equitable mortgage irrespective of the option available in REC guidelines. To make such charge meaningful, appropriate provision will be made to the satisfaction of REC, to allow REC the right to inspect, take possession thereof and sell the same in accordance with the provisions of the Securitization Act.
- (ii) Project assets to be created shall be Mortgaged/ hypothecated/Assigned in favour of REC, and further, BORROWER during the pendency of REC loan, shall not mortgage/hypothecate these assets in favour of any institution other than REC without prior written permission from REC.
- (iii) It shall be endeavour for the Borrower to ensure registration of charge with the Registrar of Companies (ROC), and/or, with any other statutory authority in this regard, as the case may be, and shall furnish the necessary details and testimonials in this regard, before as well as after creation of securities, as required herein, and any further registration of charges with ROC/other statutory authorities shall be done only with prior approval of the Lender.

B. For loans to borrowers who are State Governments and power departments under state governments


Loans to T&D projects of State Governments and Power departments under State Governments, shall be deemed to be state government guaranteed, and hence additional security like mortgage/hypothecation of assets or any separate government guarantee will not be applicable. However, the State Government shall be responsible for repayment of the loan, and make provision in the annual plan/budget of the Power Department towards loan liabilities of REC, every year till the complete repayment of the loan.

14. Other Conditions

Payment Security: (not applicable for loans to State government and departments under State Governments)

- a) As payment security during the construction stage and during the loan repayment period, Borrower shall make operational a default Escrow arrangement to the satisfaction of REC.
 - b) The escrow account to be opened will be exclusively in favour of the lender for the due amount.
15. Project Progress Reports & Inspection
- a) The Borrower should furnish quarterly progress report and provide other information on the progress of work, including photographs if any, of the project in the prescribed stages of project implementation/ financial progress.
 - b) It will be open to the Lender to arrange for inspection/monitoring of the implementation of the project at all stages in respect of such matters as may be considered necessary and expedient either by itself or by monitoring agencies including institutions/individuals as may be appointed by the Lender. In particular, the inspection/monitoring envisaged will include the following:
 - i) Arrangements for organization, materials/equipment purchased, according to specifications and verification of quality of materials/equipment.
 - ii) Proper modification / improvements of the Transmission / Distribution network, inventory of the material utilized, submission of reports on pre and post efficiency measurements.
 - c) The officers/staff/consultants deputed by the Lender for the inspection/monitoring of matters relating to the project shall have access to such books and records of the Borrower as may be deemed necessary by them. The Borrower shall also furnish such reports on its working either in general or in specific relating to the Project financed by the Lender in the manner prescribed by the Lender from time to time.
 - d) The Borrower will carry out and comply with such further changes, modifications, improvements and/or guidelines as may be given by the Lender in the course of or on the basis of inspections so undertaken for the purpose of more effective and proper implementation of the project.
 - e) The Borrower will furnish to the Lender such reports, returns, information, statements etc. at such intervals and in such manner as may be prescribed by the Lender from time to time in regard to implementation of the Project.


 J. BANERJEE
 Associate Director (E&A)
 Project Manager (EZ)
 REC Ltd., Zonal Office, Kolkata


 Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

- (iv) In case the specific scheme cost is subsequently reduced by the regulator, the utility shall inform REC and the loan by REC would be accordingly modified/reduced. In case the scheme cost approved by the regulator is more than the scheme cost sanctioned, and if the utility requests for additional loan, decision will be taken at that time depending on the merits of the case.
- (v) The RAPDRP project will not be eligible for first instalment as advance as GoI loan of 15% is provided upfront to the utility. REC shall release the funds against the 75% of the counterpart funding, based on the progress submitted by the utility, only after the expenditure against the project has exceeded 15% of the cost of the project. The utility shall certify that the 15% advance disbursed by GoI has been utilized only for the project for which it was given, at the time of submission of the first claim.
- (vi) For RAPDRP Projects, The period for completion of the project, loan closing date and date for admissibility of claims for expenditure shall be as per PFC/GoI sanction.
- C) Special conditions
- Where the existing AT&C losses are more than 30%, the borrowing entity shall undertake to bring down losses by a minimum 2% per annum for that entity till it reaches the level of 30% and
 - Where the existing AT&C losses are less than 30% but more than 20%, the borrowing entity shall undertake to bring down losses by a minimum 1% per annum for that entity till it reaches the level of 20%.
 - The base data for AT&C losses referred to in (a) & (b) above would be 31st March of the financial year in which the project is sanctioned.

Accordingly, utility would undertake to bring down the losses as per above stipulations, by way of a certificate to be furnished each FY.

D) Monitoring

Monitoring of all projects shall be as per the monitoring guidelines issued vide REC/T&D/F-18/Monitoring Guideline/2011-12 dated 30.09.2011, as amended from time to time. During brief, detailed and final monitoring by REC, it shall be ensured that the major milestones to be achieved are as per the agreed Bar Chart.


8. Interest Rates & Interest Reset Period:

- The interest shall be charged on the loan as per the prevailing category of the utility/Borrower, at the rate prevailing on the date of each disbursement, subject to interest reset as per REC's latest loan policy circular. The present rate of interest is as under:
 - With interest reset option after three years - @ 12.25 % per annum OR
 - With interest reset option after Ten years - @ 12.50 % per annum

The interest rates charged are as per categorization/grading of the utility. The internal categorization mechanism of REC grades the state sector utilities as A+, A, B or C. The published loan policy circular defines the interest rates applicable for various grades at any point of time. The categorization/grading mechanism is done on the basis of the published annual reports, information provided by the utility, information collected by REC on various financial, regulatory and technical aspects. The interest rates quoted are for per annum, and the same will work out on quarterly compounding.

- The Interest shall be payable quarterly by the Borrower on 20th March, 20th June, 20th September and 20th December every year till the full Loan amount along with all other dues are paid to the Lender. There is no moratorium for payment of interest.
- Interest on amounts outstanding (including overdue and penal interest) under the facility shall accrue from day to day and be calculated on the basis of the actual number of days elapsed on a year of 365 (three hundred sixty five) days.


 जे. बन्नर्जी
J. BANERJEE
 आंचलिक प्रबंधक (पूर्वोक्त)
 Zonal Manager (EZ)
 REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

74
5. In case the utility is required to create hypothecation of project assets in favour of PFC for more than 25% depending upon their norms of security, REC Loan should also be proportionately reduced to less than 75% to ensure 110% security at all times during the disbursement period. Also, charge over the future assets would be on pari passu basis amongst REC & PFC.

C) Payment against equipment/material only:

1. Claims can also be admitted against receipt of material at site.
2. The power utilities shall give a certificate that the material has reached the site. This is applicable only for those items where separate cost of material is identifiable i.e. wherever the breakup of sanctioned cost of material and erection/ transportation is available.
3. The Claim is to be supported by the invoice of material, but restricted to the invoice value or identified material cost, whichever is less. In case the invoice contains more items or more quantity pertaining to other schemes (even if financed by other Fis), the original invoice may be stamped to the extent of quantity reimbursed/proposed for reimbursement under the relevant REC scheme code number.
4. Claim admitted and released on this basis shall be deducted from the actual claim after total works of each item is completed and becomes payable as per reimbursement norms of REC.

D) Direct payment to Contractors/Suppliers

Direct payment to contractors/suppliers is permissible, if desired by the utility, as per terms and conditions stipulated in Finance Division instructions on the subject issued vide letter numbers REC/ Fin/ Claims/ 2006-07/ 17.11.2006 and REC/ Fin/ Claims/ Direct pay/ 2007-08/ 1886 dated 5.9.2007, as amended from time to time.

E) Final Installment


The last and final installment of loan or at least 10% of the balance loan shall be considered for release only after all the works, as envisaged in the scheme, have been completed and verified after final field monitoring by REC.

F) Reimbursement based on cost approved by the Steering Committee

In case the specific scheme cost is revised subsequently by the Steering Committee, the utility would furnish the details thereof. In case of reduction in scheme cost approved by the Steering Committee vis-à-vis the original cost, the loan would be accordingly reduced to 75% of the revised cost. In case of increase in the scheme cost approved by the Steering Committee, and if the utility requests for reimbursement on the higher cost, decision will be taken at that time depending on the merits of the case.

- (i) Any disbursements by REC against the project shall be on pro rata reimbursement basis for completed works/material supplied/erection work completed (as applicable) based on the progress report duly approved and signed by the borrower or based on bills paid to contractor or invoice value for equipment/material, as applicable.
- (ii) In case of reimbursement based on progress report submitted by the utility (i.e. reimbursement based on cost data approved at sanction), claims can also be admitted against receipt of material at site, only for those items where separate cost of material is identifiable and if the Claim is supported by a certificate from the utility for a) receipt of the material at site, (b) quantum of supply of material, c) rate and d) that no other finance has been obtained for the item from other Banks/Fis. Claim admitted and released on this basis shall be deducted from the actual claim after total works of each item is completed and becomes payable as per reimbursement norms of REC.
- (iii) In case the award cost of the project, together with any establishment/administration/other costs as permitted by the regulator for capitalization against the project, is less than the sanctioned project cost, REC's reimbursement would be limited to such actual award cost plus establishment/administration/other costs as permitted by the regulator for capitalization against the project (needs to be substantiated by suitable approval for extent of such overheads by Director/Board of utility/Borrower). In case of awarded cost is more than the sanction cost, if the utility requests for reimbursement on the higher cost, decision will be taken at the time depending on the merits of the case. In case of reduced award cost, the milestones in monitoring guidelines will be applicable with respect to the final award cost.


J. BANERJEE
अंचलिक प्रबंधक (पूरीकरण)
Zonal Manager (EZ)
आर.डी.सी.एल., अंचल., कोलकाता
REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

- 75
- e) That the Borrower shall raise and proportionately invest equity portion (where applicable) along with REC loan & that they shall not utilize it for repayment/settlement of outstanding liabilities.
 - f) that the Borrower will submit the implementation schedule and draw down schedule, when asked for.
 - g) that the Borrower shall obtain all statutory and non-statutory clearances as applicable for implementation of the project.
 - h) that the Borrower will create security as acceptable to REC.
 - j) that only new and unused equipment will be used for the project.
 - k) that in case of works involving replacement/augmentation of assets, the replaced assets are not already hypothecated to REC or any other lenders.

7. Pre Disbursement and Disbursement conditions

A) Conditions to be fulfilled before start of disbursement

- (i) Creation of security as per REC policy and execution of the prescribed loan and security documents.
- (ii) fulfillment/compliance of all terms and conditions for such disbursement as per the clauses of the sanction letter
- (iii) Acquisition of land for sub stations for which disbursement of loan against the sub station is requested.

B) General Conditions for disbursement


The loan will normally be disbursed as per existing REC loan policy circulars/guidelines applicable to P: St (Distribution) category of schemes slightly modified to be in line with those specified by MoP/PFC, which are detailed below. The terms & conditions/guidelines relating to R-APCRP already issued / notified subsequently by MoP/PFC would take precedence over the conditions being stipulated herein.

Following are the conditions for disbursement of loan amounts:

- i) Disbursement of loan:
 - A) First Installment as advance- The projects will not be eligible for first installment as advance as GoI loan of 15% is provided upfront to the utility and the PFC sanction letter has stipulated that this will be followed by progressive release of 75% of the project cost as loan from the FI/own resources, based on progress/utilisation against achievement of identified milestones.
- B) Conditions for release of installments
 - 1. The first release would be made only after release of 15% of GoI loan by PFC.
 - 2. First release would be made only after execution of the prescribed loan agreements/documents.
 - 3. REC shall release the funds against the 75% of the counterpart funding, based on the progress submitted by the utility, only after the expenditure against the project has exceeded 15% of the cost of the project. The utility shall certify that the 15% advance disbursed by GoI has been utilized only for that project for which it was given at the time of submission of the first claim. This would also be applicable for the projects against which disbursements have already been made.
 - 4. The first release and subsequent releases would be made on reimbursement basis, of the value of the equipment/material supplied and/or erection work completed or on works completed (as applicable), as per REC norms. The detailed progress report should be attached with every claim duly approved and signed by the concerned/authorized officer of the borrower.

4


 जे. बनर्जी
J. BANERJEE
 अधिकारी प्रबंधक (व्यवस्थापन)
 Zonal Manager (EZ)
 REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

1. Details of sanctioned loan

Scheme wise Details								
Name of the scheme	R-APDRP Part (B) project of Darjeeling	R-APDRP Part (B) project of Kalimpong	R-APDRP Part (B) project of Aurangabad	R-APDRP Part (B) project of Dubrajpur	R-APDRP Part (B) project of Kurseong	R-APDRP Part (B) project of Taki	R-APDRP Part (B) project of Alipurdwar	R-APDRP Part (B) project of Jeygaon
Schema code no. WB-TD-DIS-221-2014-	8465	8466	8467	8468	8469	8470	8471	8472
Loan amount* sanctioned (Rs. lakh)	767.00	716.00	402.00	303.00	418.00	444.00	392.00	383.00

*rounded off to nearest rupee lakh


2. Validity of sanction: The sanction shall be valid for a period of six months from the date of issue of sanction letter, unless the loan agreement is executed to the satisfaction of the Rural Electrification Corporation Ltd (referred hereinafter as "REC" or "The Lender" or "the Corporation") within six months after complying with the Terms & Conditions as mentioned hereunder. However, the lender can extend validity period at its sole discretion on being satisfied for the reasons of delay furnished by the Borrower.
3. Loan Agreement: The Borrower shall execute within six months time or such extended period, as the case may be, a Loan Agreement (referred hereinafter as "Rupee Term Loan Agreement" or "RTLA"), in the form prescribed by the Lender for this purpose.
4. Other Agreements: The Borrower shall also execute such other agreements and documents as may be prescribed for the purpose by the Corporation and as may be necessary in terms of security provided by them, namely, Hypothecation Deed, Default escrow agreement etc., and the security/charge so created has to be registered with the Registrar of Companies (ROC), as applicable.
5. Scheme Period:
Scheme period will be three years from date of first disbursement in accordance with the Guidelines of REC.

6. Pre Commitment Conditions:

The Borrower shall furnish the following certificates/undertakings at the time of execution of RTLA:

- a) That the loan applied for and being granted by the Lender to the Borrower is within the borrowing powers of the Borrower in accordance with the laws, by-laws and rules applicable to it and all formalities required by the laws/by laws regulating the work and conduct of the Borrower in respect of such borrowing have been fully complied with; and shall be used exclusively for the purpose of project stated above for which this Rupee Loan has been sanctioned by the Lender.
- b) That all the works covered under this scheme are being financed by REC and certificate from the authorized Officer of the Borrower that the works for which the claims would be lodged are not being proposed to be financed from any other loan from REC or from any other funding agencies, including State Government.
- c) That the assets created under the scheme, shall remain hypothecated to REC as per terms of agreement.
- d) That Borrower is not a defaulter on its loans to REC.


J. BANERJEE
अधीक्षक प्रबंधक (पूर्वपक्ष)
Zonal Manager (EZ)
आर.ई.डी.सी. नं. ३३, नव., कोलकाता
REC Ltd., Zonal Office, Kolkata


Subendu Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

1. The aforesaid term loan is subject to the general terms and conditions set out in Annexure- I. Details of projects sanctioned are enclosed at Annexure A & B. The loan would be further subject to the conditions as set out in the Rupee Term Loan Agreement to be executed between the borrower and REC.
2. The sanction letter is sent to you in duplicate and in case the above terms and conditions are acceptable to you, it is requested to return one copy of the same duly signed as token of acceptance of the terms and conditions of sanction with in a period of thirty days from the date of receipt of this letter.
3. Borrower shall communicate to REC within 30 days from the date of receipt of this letter that the terms and conditions setout herein are acceptable to it. Unless the loan agreement and other documents relating to the above assistance are executed by the borrower in such form as may be required by REC within six months from the date of this letter, or within such further time as may be allowed by REC in its absolute discretion, this communication should not be any way be construed as giving rise to any binding obligation on the part of REC.
4. All the Annexures are deemed to be part of this letter.

You are requested to acknowledge the receipt of this letter.

Yours faithfully,


(J. Banerjee)
Zonal Manager (EZ)


Enclosed : As stated

Copy to: -

1. The Director (Finance), WBSEDCL, 7th Floor, Vidyut Bhawan, Salt Lake, Kolkata -700091.
2. The Director (Distribution), WBSEDCL, 7th Floor, Vidyut Bhawan, Salt Lake, Kolkata - 700091.
3. The General Manager (F&A)- Corporate, 7th Floor, WBSEDCL, Vidyut Bhawan, Kolkata- 700091.
4. Director(Technical), REC Corporate Office, New Delhi-110003
5. Director(Finance), REC Corporate Office, New Delhi-110003
6. The Executive Director(T&D), REC Corporate Office, New Delhi-110003
7. The AGM(F&A)-Loan, REC Corporate Office, New Delhi, 110003
8. Documentation File
9. Scheme Files


J. BANERJEE

असिस्टेंट जे. एम. (पुनर्वित्त)
Zonal Manager (EZ)
आर.ई.सी.एल., न.ए., कोलकाता
REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

78

Registered Office

Core-4,
SCOPE Complex,
7, Lodhi Road, New Delhi 110003

Zonal Office (EZ)

ICMARD Building, 7th Floor
CIT Scheme-VIII(M), Block-14/2
Ultadanga, Kolkata-700067

No.RECL/4L/2/WB/R-APDRP/2014-15/423

Dated: 14/07/2014

The Chairman & Managing Director
West Bengal State Electricity Distribution Company Limited
7th Floor, Bidyut Bhawan,
Salt Lake, Sector-2
Kolkata-700091.

*Correspondence
file*

Sanction Letter

Sub: Financial assistance of Rs.3825.00 lakh to WBSEDCL for implementation of R-APDRP Projects(Part-B) under P:SI (Distribution) category.

Ref: Application for Financial Assistance submitted vide Letter No.CE/Dist.Project/REC/30/4993 dated 03/06/2014 of Chief Engineer (Distribution Project), WBSEDCL.

Dear Sir,
Please refer to the above cited Loan Application for financial assistance from Rural Electrification Corporation Ltd. to finance the proposed of R-APDRP Part-B works of WBSEDCL.

The proposal has been considered and REC is agreeable to finance Rupee Term Loan Assistance (the "RTL assistance") to the extent of Rs.3825.00 Lakh (Thirty Eight crore and Twenty five Lakh). The details of the scheme(s) are as follows.

Scheme wise Details								
Name of the scheme	R-APDRP Part (B) project of Darjeeling	R-APDRP Part (B) project of Kalimpong	R-APDRP Part (B) project of Aurangabad	R-APDRP Part (B) project of Oubrajpur	R-APDRP Part (B) project of Kurseong	R-APDRP Part (B) project of Taki	R-APDRP Part (B) project of Alipaduar	R-APDRP Part(B) project of Jaygaon
District/ Region	Darjeeling	Darjeeling	Murshidabad	Birbhum	Darjeeling	24 Pans (N)	Jalpaiguri	Jalpaiguri
PFC Loan Number	50934010	50934016	50934031	50934033	50934040	50934043	50934050	50934051
Scheme code WB-TD-DIS-221-2014-	8465	8466	8467	8468	8469	8470	8471	8472
Category	P:SI (Distribution)							
Sub category	R-APDRP							
Cost of the project in Rs. lakh	1023.00	954.00	536.00	403.00	558.00	592.00	523.00	521.00
GOI loan to be released through PFC(25% of the Project cost)	256.00	238.00	134.00	100.00	140.00	148.00	131.00	128.00
Loan amount* sanctioned (Rs. lakh)	767.00	716.00	402.00	303.00	418.00	444.00	392.00	393.00
Extent of financing (% of loan to cost may be given)	75% of the project cost (25% GOI loan to be released through PFC)							

*rounded off to nearest rupee lakh

[Signature]
जे. बनेरजी

J. BANERJEE

अधीक्षक प्रबंधक (प्रशासन)

Zonal Manager (EZ)

अ.ई.क. अ.का., कोलकाता

REC Ltd., Zonal Office, Kolkata

[Signature]
Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block - DJ, Sector - II, Kolkata-700 091
CIN: U40109WB2007SGC113473; website: www.wbsedcl.in

Memo No.: A/RE(L)/RECL/R APDRP-B(11)/ 19

Date: 27.08.2015

To
The Zonal Manager (EZ)
Rural Electrification Corporation Ltd,
IB-186, Sector III,
Salt Lake,
Kolkata 700106.

Sub.: Term Loan Nos. 8465-72 and 8432-8434 of Rs. 94.25 Crores to West Bengal State Electricity Distribution Company Limited.

West Bengal State Electricity Distribution Company Ltd. (WBSEDCL) is pleased to convey its acceptance of the Term Loan from Rural Electrification Corporation Ltd. on the terms and conditions indicated in their Sanction Letter Nos. RECL/4L/2/WB/R-APDRP/2014-15/423, RECL/4L/2/WB/R-APDRP/2014-15/591 & 4/26/WB/R-APDRP/2014-15/600 dated 14.07.2014, 29.08.2014 & 01.09.2014 respectively.

The loan and the terms and conditions thereof are accepted under the authority delegated / granted by the Board vide its resolution dated 17.10.2014.

Yours faithfully,

(S. Mukhopadhyay) 27/8/15

General Manager (F&A) - Corporate


জি. বানার্জী

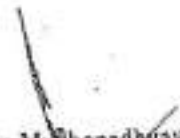
J. BANERJEE

আঞ্চলিক প্রশাসক (পূর্ববঙ্গ)

Zonal Manager (EZ)

সার.ই.সী.লি., ১০/১০, সোলাকাতা

RECL Ltd., Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322

Fax: (033) 23585292 / 23373002

Email: inwbasedcl@gmail.com

WBSEDCL

Page 6 of 27/2015

H:\RECL_LH_new.doc



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block - DJ, Sector - II, Kolkata-700 091
CIN: U40109WB2007SGC113473; website: www.wbsedcl.in

Memo No.: A/RE(L)/RECL/R APDRP-B(11)/ 2.2

Date: 27.08.2015

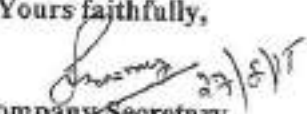
To
RURAL ELECTRIFICATION CORPORATION LIMITED
ZONAL OFFICE(EASTERN ZONE)
IB-186, SECTOR-III, SALT LAKE
KOLKATA-700106

Sub.: Loan Nos. 8465-72 and 8432-8434 of Rs. 94.25 Crores to West Bengal State Electricity Distribution Company Limited.

Dear Sir,

It is certified that the Term Loan of Rs.94.25 Crore (Rupees Ninety four crore and twenty five lakh only) applied for by WBSEDCL and sanctioned by the Rural Electrification Corporation Ltd. is within the borrowing powers of the WBSEDCL and is in accordance with the laws and bye laws applicable to it, and all formalities required by or under the laws and bye-laws and rules regulating the work and conduct of the WBSEDCL in respect of the borrowing of Loan Nos. 8465-72 and 8432-8434 have been fully complied with.

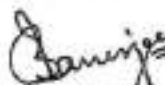
Yours faithfully,


Company Secretary

(Authorized Signatory)

Name: _____

P. K. Banerjee
Company Secretary
W.B. State Electricity Distr. Co. Ltd.




J. BANERJEE
জি. বানার্জী
জোনাল ম্যানেজার (পূর্ববঙ্গ)
Zonal Manager (EC)
আর.ই.সি.লি., ৩৪, ৩৫, বালুঘাট
REC Ltd., Kolkata

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322
Fax: (033) 23585292 / 23373002
Email: info@wbsedcl@gmail.com

WBSEDCL

Page 4 of 27/2015


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

H:\RECL_LH_new.doc



WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO. LTD.

(A Government of West Bengal Enterprise)

Office of the Chief Engineer, Distribution Projects Department

2nd Floor, "B" Block, Bidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata - 700 091
Telephone: (033) 2358 9809, Fax (033) 2337 2635, E-mail: cedistproject@gmail.com

Memo no.: CE/Dist. Project/REC/SO/4993

Date: 03.06.2014
04

✓ The Zonal Manager,
Zonal Office, Kolkata,
REC Ltd.
ICMARD Building, Block-14/2, CIT Scheme-VII (M),
Ultadanga,
Kolkata-700 067
Zonal office
Kolkata

Subject: DPR of 11 nos. Towns under R-APDRP Part-B Project

Dear Sir,

We are forwarding you one set of the DPRs of 11 nos. Towns under R-APDRP Part-B Project for your consideration towards counterpart funding for the projects.

The Name of the Towns is mentioned below:

Alipuduar, Aurangabad, Darjeeling, Dubrajpur, Haldia, Jaygaon, Kalimpong, Kurseong, Jalpaiguri, Siliguri, Taki.

This is for your necessary action please.

Yours faithfully

(Signature)

(D. Choudhury)
Chief Engineer
(Distribution Project)



Received
(Signature)
05/06/2014

Registered Office: Bidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata - 700 091
CIN: 190902NP2007RNC113673 Website: www.wbsecl.co.in

J. BANERJEE

— संचालक निदेशक (एच.ए.ए.)

Zonal Manager (EZ)

भारत ई.सी. लि., ऑ.वा., कोलकाता

REC Ltd., Zonal Office, Kolkata

(Signature)
General Manager (F&A) Corporate
WBSEDCL



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block - DJ, Sector - II, Kolkata-700 091

CIN: U40109WB2007SGC113473; website: www.wbsedcl.in

Memo. No. A/RE(L)/RECL/R-APDRP(11)/25

Date: 27.08.2015

The Zonal Manager (EZ),
Rural Electrification Corporation Ltd.,
Zonal Office,
IB-186, Sector III, Salt Lake
Kolkata-700 106

Subject: Restriction of Financial Assistance/Loan Amount to be availed by WBSEDCL against R-APDRP (Part B) 11 Nos Towns sanctioned under scheme Code 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8432, 8433 & 8434.

Reference: 1) RECL/4L/2/WB/P:SI(R-APDRP)2014-15/591 dated 29/08/2014
2) RECL/4L/2/WB/P:SI(R-APDRP)2014-15/423 dated 14/07/2014

Sir,

This has the reference to the sanction letter, referred above; for 11 Nos DPR under R-APDRP (Part B) 11 Nos towns (Darjeeling, Kalimpong, Aurangabad, Duhrajpur, Kurseong, Taki, Alipurduar, Jaygaon, Siliguri, Jalpaiguri & Haldia). REC has sanctioned 100% of the project cost posed i.e. 75% of the project Cost (25% of project cost by PFC/MoP) for these schemes; as per WBSEDCL request.

However as per board resolution passed on 17th October 2014, WBSEDCL has decided to "secure the loan by way of hypothecation of future assets to be created out of the loan amount sanctioned for the projects subject to value being 110% of the loan amount in favour of REC".

In view of the above, as per REC sanction condition (Clause 13 "Security" Option VII), loan amount will be restricted to 90% of the proposed project cost posed if the security for the project is by way of creation of charge of Future Assets. Hence, the loan amount is proposed to be restricted to 90% of the 75% of Total project cost which comes to Rs. 84.83 crore. (90% of 94.25 crore Total project cost).

However, in future if WBSEDCL intends to avail the remaining 10% of the project, it will provide security by way of hypothecation of existing assets to the satisfaction of REC and loan documents may be amended accordingly.

Yours faithfully,

(S. Mukhopadhyay)

General Manager (F&A) - Corporate

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

H:\Diff Letters\RECL LEL.doc

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322

Fax: (033) 23585292 / 23373002

Email: inwbasedcl@gmail.com

WBSEDCL

Page 275 8/27/2015

J. BANERJEE

अधिकारी प्रबंधक (दूरविकास)
Zonal Manager (EZ)

आर.ई.सी.लि., आ.क., कोलकाता
REC Ltd., Zonal Office, Kolkata

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block - DJ, Sector -II, Kolkata-700 091
CIN: U40109WB2007SGC113473; website: www.wbsedcl.in

Memo No.: A/RE(L)/RECL/R APDRP-B(11)/ 19

Date: 27.08.2015

To
The Zonal Manager (EZ)
Rural Electrification Corporation Ltd,
IB-186, Sector III,
Salt Lake,
Kolkata 700106.


Sub.: Term Loan Nos. 8465-72 and 8432-8434 of Rs. 94.25 Crores to West Bengal State Electricity Distribution Company Limited.

West Bengal State Electricity Distribution Company Ltd. (WBSEDCL) is pleased to convey its acceptance of the Term Loan from Rural Electrification Corporation Ltd. on the terms and conditions indicated in their Sanction Letter Nos. RECL/4L/2/WB/R-APDRP/2014-15/423, RECL/4L/2/WB/R-APDRP/2014-15/591 & 4/26/WB/R-APDRP/2014-15/600 dated 14.07.2014, 29.08.2014 & 01.09.2014 respectively.

The loan and the terms and conditions thereof are accepted under the authority delegated / granted by the Board vide its resolution dated 17.10.2014.

Yours faithfully,

(S. Mukhopadhyay) 27/9/15
General Manager (F&A) - Corporate


जे. बनर्जी

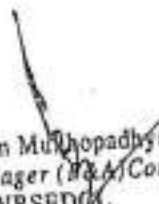
J. BANERJEE

ऑफिसल प्रबंधक (पूरुवंचल)

Zonal Manager (EZ)

आर.ई.सी.लि., २८/२८, बोलबारा

RECL/4L/2/WB/R-APDRP/2014-15/423


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322

Fax: (033) 23585292 / 23373002

Email: lnwbasedcl@gmail.com

WBSEDCL

Page 6 8/27/2015

H:\RECL_LH_new.doc



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block - DJ, Sector - II, Kolkata-700 091
CIN: U40109WB2007SGC113473; website: www.wbsedcl.in

Memo No.: A/RE(L)/RECL/R APDRP-B(11)/ 2.2

Date: 27.08.2015

To
RURAL ELECTRIFICATION CORPORATION LIMITED
ZONAL OFFICE(EASTERN ZONE)
IB-186, SECTOR-III, SALT LAKE
KOLKATA-700106

Sub: Loan Nos. 8465-72 and 8432-8434 of Rs. 94.25 Crores to West Bengal State Electricity Distribution Company Limited.

Dear Sir,

It is certified that the Term Loan of Rs.94.25 Crore (Rupees Ninety four crore and twenty five lakh only) applied for by WBSEDCL and sanctioned by the Rural Electrification Corporation Ltd. is within the borrowing powers of the WBSEDCL and is in accordance with the laws and bye laws applicable to it, and all formalities required by or under the laws and bye-laws and rules regulating the work and conduct of the WBSEDCL in respect of the borrowing of Loan Nos. 8465-72 and 8432-8434 have been fully complied with.

Yours faithfully,

[Signature]
Company Secretary

(Authorized Signatory)

Name: _____

P. K. Banerjee
Company Secretary
W.B. State Electricity Distrn. Co. Ltd.

[Signature]
জি. বানার্জী

P. BANERJEE
জাঞ্চালিক প্রবন্ধক (পূর্ববঙ্গ)
Zonal Manager (EC)
আর.ই.সি.সি., ৪০০, বালুঘাট
REC Ltd., Kolkata

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322
Fax: (033) 23585292 / 23373002
Email: tnbiwbasedcl@gmail.com

WBSEDCL

Page 1 8/27/2015

H:\RECL_LH_new.doc

[Signature]
Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Registered Office: Vidyut Bhavan, Bidhannagar, Block - DJ, Sector -II, Kolkata-700 091

CIN: U40109WB2007SGC113473; website: www.wbsedcl.in

Memo No.: A/RE(L)/RECL/R APDRP-B(11)/ 21

Date: 27.08.2015

To
The Zonal Manager (EZ)
Rural Electrification Corporation Ltd,
IB-186, Sector III,
Salt Lake,
Kolkata 700106.

Sub.: Loan No. 8465-72 and 8432-8434 of Rs. 94.25 Crores to West Bengal State Electricity Distribution Company Limited.

The Specimen signature of the authorized official of the Company is as under;

Sl No.	Name	Designation	Signature	Signature attested by Company Secretary.
1.	Shri Susobhan Mukhopadhyay	General Manager (P&A) - Corporate		

Yours faithfully,

Company Secretary

(Authorized Signatory)

Name:

P. K. Banerjee

Company Secretary

W.B. State Electricity Distn. Co. Ltd.

J. BANERJEE

জাতীয় গ্রাম্য (রূপায়)

Zonal Manager (EZ)

আর.ই.সি.লি., ১৫

REG Ltd. ৭০০

Susobhan Mukhopadhyay
General Manager (P&A) Corporate
WBSedCL

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322

Fax: (033) 23585292 / 23373002

Email: lnwbsedcl@gmail.com

WBSedCL

Page 7 8/27/2015

H:\RECL_LH_new.doc

- 9) The Borrower will permit and depute its officers and other employees as may be considered necessary by the Lender for the purpose of providing training from time to time in the procedures to be followed for making modifications/improvements in the project as may be considered relevant by the Lender.

16. **Loan Assignment**

The Borrower agrees that the Lender shall be fully empowered to assign the debt and the benefit of this loan, guarantees and the securities to be created for the loans to the Government of India, RBI or any other institution as security of any refinance/arrangement which may be worked out by the Lender with such organization in respect of the loan and the Borrower shall, as and when required by the Lender, join in doing and executing all such acts, deeds, documents and assurances as the Lender may require for effectuation of such assignment.

17. **Project Clearances**

The Borrower shall obtain all applicable statutory and other clearances from the Central/State Govt. and all other agencies required for implementation of the Project and installation of plant and systems.

18. **Other Terms & Conditions**

The Borrower shall always ensure that:

- a) REC reserves the right to specify additional requirement by REC, in security package if any, in terms & conditions and loan documents.
- b) BORROWER shall keep REC informed about any happening/events which shall have a substantial effect on the business of the Borrower & shall provide necessary information, in case of any new project/expansion of existing project taken up during the currency of REC loan. REC shall have the right to cancel/recall the entire loan in case of misrepresentation/ suppression of information, if any noticed at any stage.
- c) In case the project is abandoned/stuck-up by any of the reason, BORROWER shall be bound to repay its entire outstanding loan amount immediately.
- d) BORROWER not to transfer or abandon the project at any stage or in any manner whatsoever without prior written consent of REC.
- e) BORROWER will be required to display board at the site showing that the project is financed by REC.
- f) No dividend would be declared by BORROWER if there is any default to the REC's loan.

19. **Maintenance of Books of Accounts and Audit thereof**

The Borrower shall maintain all the time during subsistence of RTLA, proper accounts and other records and prepare annual financial statements and get them audited as are required by Indian Companies Act or other relevant law and shall furnish to the lender the Unaudited Financial Statements within 3 months and Audited Financial Statements within 7 months from the close of relevant accounting years.

20. **Demand Notice**


The Lender shall send demand notice of the amount falling due to be paid by the Borrower to the Lender at least 7 business days in advance to the Due Dates of such payments solely for the convenience of the Borrower. However, any delay or absence of such demand notices shall not absolve the Borrower of their obligations under RTLA.

21. **REC's Liability Rested**


Notwithstanding to above and hereafter, the REC shall not be liable for any direct or indirect loss/ damage/ injury to the property, manpower or business of the Borrower or their affiliates caused due to the act, negligence, misconduct or omission of the Lender or its representative(s) except as defined herein or by virtue of any prevalent law.

22. **Interpretation**

The decision of Chairman & Managing Director of REC Ltd. in all matters including interpretation of any clause relating to the RTLA shall be final and binding on the Borrower.


J. BANERJEE
असिस्टेंट प्रबंधक (पूर्वापल)
Manager (EZ)
REC Ltd., Zonal Office, Kolkata

11


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

WITHOUT PRIOR WRITTEN CONSENT

a) BORROWER will be required to display board at the site showing that the project is financed by REC.

d) No dividend would be declared by BORROWER if there is any default to the REC's loan.

13. The Borrower will permit and deputise its officers and other employees as may be considered necessary by the Lender for the purpose of providing training from time to time in the procedures to be followed for making modifications/improvements in the project as may be considered relevant by the Lender.

15. Loan Assignment

The Borrower agrees that the Lender shall be fully empowered to assign the debt and the benefit of this loan, guarantees and the securities to be created for the loans to the Government of India, RBI or any other institution as security of any refinance/arrangement which may be worked out by the Lender with such organization in respect of the loan and the Borrower shall, as and when required by the Lender, join in doing and executing all such acts, deeds, documents, and assurances as the Lender may require for effectuation of such assignment.

17. Project Clearances

The Borrower shall obtain all applicable statutory and other clearances from the Central/State Govt. and all other agencies required for implementation of the Project and installation of plant and systems.

18. Other Terms & Conditions

The Borrower shall always ensure that:

a) REC reserves the right to specify additional requirement by REC, in security package if any, in terms & conditions and loan documents.

b) BORROWER shall keep REC informed about any happening/events which shall have a substantial effect on the business of the Borrower & shall provide necessary information, in case of any new project/expansion of existing project taken up during the currency of REC loan. REC shall have the right to cancel/recall the entire loan in case of misrepresentation/ suppression of information, if any noticed at any stage.

c) In case the project is abandoned/stuck-up by any of the reason, BORROWER shall be bound to repay its entire outstanding loan amount immediately.

d) BORROWER not to transfer or abandon the project at any stage or in any manner whatsoever without prior written consent of REC.

e) BORROWER will be required to display board at the site showing that the project is financed by REC.

f) No dividend would be declared by BORROWER if there is any default to the REC's loan.

19. Maintenance of Books of Accounts and Audit thereof

The Borrower shall maintain all the time during subsistence of RTLA, proper accounts and other records and prepare annual financial statements and get them audited as are required by Indian Companies Act or other relevant law and shall furnish to the lender the Unaudited Financial Statements within 3 months and Audited Financial Statements within 7 months from the close of relevant accounting years.

20. Demand Notice

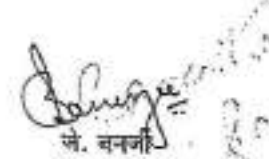
The Lender shall send demand notice of the amount falling due to be paid by the Borrower to the Lender at least 7 business days in advance to the Due Dates of such payments solely for the convenience of the Borrower. However, any delay or absence of such demand notices shall not absolve the Borrower of their obligations under RTLA.


21. REC's liability Rested

Notwithstanding to above and hereafter, the REC shall not be liable for any direct or indirect loss/damage/injury to the property, manpower or business of the Borrower or their affiliates caused due to the act, negligence, misconduct or omission of the Lender or its representative(s) except as defined herein or by virtue of any prevalent law.

22. Interpretation

The decision of Chairman & Managing Director of REC Ltd. in all matters including interpretation of any clause relating to the RTLA shall be final and binding on the Borrower.


J. BANERJEE
असिस्टेंट प्रबंधक (ह्यूमन रिसोर्स)
General Manager (HR)
REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

Works Cost Estimate Bill of Quantities

Scheme Code No. WB-TD-DIS-221-2014-8465 (Darjeeling town)

Annexure-B

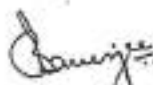
Sl. No.	Item Details	Unit	Qty.	Unit Price Rs. Lac	Total Cost Rs. Lac
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11 kV S/S				
A1.1	HAPPY VALLEY 33/11/6.6 kV S/S				
A1.2	NEW SINGMARI 33/11 kV S/S		1	71.069	71.069
A1.3	NEW GHOOM 33/11 kV SUB STATION		1	49.339	49.339
A1.4	OLD GHOOM 33/6.6 kV SUB STATION		1	66.811	66.811
			1	6.000	6.000
A2	11 kV Line : New Feeder			Sub-Total:	193.219
A2.1	120 sq.mm. ABC on 12.8 mtr Rail Pole				
A3	Renovation of 11/0.4kV, 3-Ph, 100 kVA DT on 9 mtr ST Pole with LT Capacitor	Nos.	25	1.510	37.750
A4	New 11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at Darjeeling CCC	Nos.	25	3.50	89.75
A5	11 kV Line : New Line for connection of New DT at Darjeeling CCC				
A5.1	Q/R ACSR RABBIT on 9mtr ST Pole	Km	1.00	7.530	7.530
A5.2	70 sq.mm. 11 kV ABC on 9.0 mtr ST Pole	Km	10.00	9.809	98.090
				Sub Total	105.620
A6	LT Line : New LT Line from new DT locations for catching of existing LT networks at Darjeeling CCC				
A6.1	50 sq.mm. Q/R AAC ANT on 9 mtr ST Pole	Km	4.0	2.900	11.600
A6.2	50 sq.mm. LT ABC on 9 mtr ST Pole	Km	4.0	6.600	26.400
				Sub Total	38.000
A7	LT Line : Augmentation & Renovation at Darjeeling CCC				
A7.1	50 sq.mm. Q/R AAC ANT on 9mtr ST Pole	Km	30.0	1.810	54.300
A7.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	20.0	5.790	115.800
				Sub Total	170.100
A8	LT Line : Phase Conversion at Darjeeling CCC				
A8.1	50 sq.mm. Q/R AAC ANT on 9 mtr ST Pole	Km	4.0	2.240	8.960
A8.2	50 sq.mm. LT ABC on 9 mtr ST Pole	Km	6.0	6.080	36.480
				Sub Total	45.440
B	Consumer Meters, LT Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	11,000	0.013	143.000
B1.2	3-Phase Consumer Meters with P.P. box	Nos.	710	0.120	85.200
				Sub Total	228.200
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	10.00	1.240	12.400
2	4c x 16 sq.mm. PVC Service cable	Km	15.00	1.360	20.400
3	2c x 6 sq.mm. PVC Service cable	Km	60.00	0.324	19.440
4	2c x 4 sq.mm. PVC Service cable	Km	40.00	0.061	2.440
				Sub Total	54.680
B3	Replacement of HT & LT Damaged Poles at Darjeeling CCC				
B3.1	9 mtr ST Poles	No.	200	0.20	40.00
B3.2	11.0 mtr ST Poles	No.	50	0.22	11.00
B3.3	11.0 mtr RAIL Poles	No.	30	0.30	9.00
				Sub Total	60.000
	Grand Total				1,022.759
Project Cost approved by R-APDRP Steering Committee (Rs. Lakh)					1023.00
GOI loan to be released through PFC (25% of project cost) (Rs. Lakh) rounded off					256.00
Loan assistance sanctioned (75% of project cost) (Rs. Lakh) rounded off					767.00

J. P. JEE
 (पूर्वप्रमुख)
 Zonal Engineer (EZ)
 REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

Consumer Meters, LT Service Connections & Pole Replacement				
Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	nos.	5,445	0.013
B1.2	3-Phase Consumer Meters with P.P. box	nos.	46	0.129
			Sub Total	16.31
Replacement of old & damaged LT Service cables				
B2		Km		
1	3.5c x 25 sq.mm. PVC Service cable	Km	2.00	1.340
2	4c x 16 sq.mm. PVC Service cable	Km	3.00	1.360
3	2c x 6 sq.mm. PVC Service cable	Km	8.00	0.324
4	2c x 4 sq.mm. PVC Service cable	Km	5.00	0.061
			Sub Total	9.46
Replacement of HT & LT Damaged Poles				
B3		nos.	28	0.298
B3.1	12.8 mtr Rail Poles	nos.	30	0.05
B3.2	9.0 mtr PCC Poles	nos.	68	0.039
B3.3	8.0 mtr PCC Poles	nos.		
			Sub Total	1.025
Grand Total				1,711.04

(Vijay Behra)
Sr. Engineer



जे. बानर्जी
J. BANERJEE
ऑफिसियल प्रमोशन (पूर्वार्ध)
Zonal Manager (EZ)
असुरा
REC Ltd
Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

Option-III:

- i) English/Equitable/Simple Mortgage with or without pari-passu charge on existing immovable properties i.e. land together with buildings and other civil works attached thereto for a minimum 25% of the value of loan amount sanctioned; and
- ii) Creation of charge by hypothecation of future assets to be created (out of the project cost sanctioned by REC) and
- iii) Creation of charge by Hypothecation of existing assets for the balance 5% of the value of loan amount sanctioned.

Option-IV:

- i) State Government Guarantee (GG) for a minimum of 30% of the value of loan amount sanctioned.
- ii) Creation of charge by Hypothecation of future assets to be created (out of the project cost sanctioned by REC).

Option V:

State Govt. Guarantee (Individual/Bulk/Revolving) to the extent of 100% of the loan amount which shall also cover the interest, penal interest and other charges thereon. The loan shall be guaranteed by the State Government fully and unconditionally in respect of repayment of principal and payment of interest and other charges thereon, either by being secured by an individual guarantee or a Bulk/Revolving Guarantee executed between the said government and the Lender and/or between lender and Borrower, as may be prescribed by the Lender before draws of loans are permitted.

Option VI:

English/Equitable/Simple Mortgage without pari-passu charge on other existing immovable properties i.e. Land together with buildings and other civil works attached thereto, subject to compliance of requirement as to clear title as prescribed by REC in this behalf. The value of Securities shall be 130% of the loan amount to cover the interest thereon and depreciation.

Option VII:

Mortgage/Hypothecation of future assets so created out of loan amount sanctioned for the project subject to the value being 110% of the loan amount so sanctioned. The security by way of creation of charge on FUTURE ASSETS ONLY shall be accepted subject to the loan amount being restricted to 90% of the project cost.


Note:

Any of the above options/combinations of securities shall be acceptable to REC subject to the following conditions:-

- a) It shall be ensured that the total value of securities shall be 130% (except in case of option V&VII) of the loan amount sanctioned, to cover the loan amount sanctioned, interest thereon and depreciation in the value of assets charged.
- b) In the case of prior charge on assets to be mortgaged /hypothecated, it shall be ensured that first pari-passu charge will have to be to the extent of security coverage available in relation to the value to be charged.
- c) Borrower will also have the option, after moratorium period as provided in the sanction letter, to replenish Bank Guarantee with Mortgage/ Hypothecation of existing unencumbered fixed assets in proportion to the amount of loan repaid. Such replenishment may be allowed on annual basis at the discretion of REC, subject to the condition that at any given point of time the aggregate value of securities shall not be less than 130% of the loan amount sanctioned.
- d) If at any time during the currency of RTL, the Lender is of the opinion that the security provided by the Borrower has become inadequate to cover the balance of the loan then outstanding, the Borrower shall provide and furnish to the Lender additional security as may be acceptable to the Lender to cover such deficiency.
- e) In case of privatization of the Borrower, the entire dues of REC to be repaid in full or secured to the satisfaction of REC in the manner that REC would require.


ज. बनर्जी

J. BANERJEE
अधीनस्थ प्रबंधक (मूल्यवत्)
Zonal Manager (EZ)
आर. ए. सी. लि., ऑफिस, कोलकाता
REC Ltd., Zonal Office, Kolkata


Subodh Chandra Padhyay
General Manager (F&A) Corporate
WBSEDCL

Works Cost Estimate Bill of Quantities
Scheme Code No. WB-TD-DIS-221-2014-0433 (Jalpaiguri Town)

94

Annexure-B

Sl. No.	Item Details	Unit	Quantity	Unit Price	Total Cost
				Rs. Lac	Rs. Lac
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernization of existing 33/11 kV S/S				
A1.1	Mohd Nagar 33/11 kV S/S		1	66.00	66.00
A1.2	PANDAPARA 33/11 kV S/S		1	59.050	59.05
A1.3	JABARPUR 33/11 kV S/S		1	171.940	171.94
A2	New 33/11 kV S/S				
A2.1	Indoor 33/11 kV S/S (near BOTL KHANA BAZAR)		1	740.000	740.00
A3	33 kV Line : New Feeder				
A3.1	0/6 ACSR DOG Line on 12.8 mtr. Rail Pole	Km	18	9.390	169.02
A3.2	33 kV (E), 3c x 300 sq.mm. XLPE Cable (Single Run) in underground Cable Trench				
1	At Proposed 33/11 kV S/S end	Km	1.00	18.481	18.48
2	Outdoor Heat Shrinkable Termination Kits for 33 kV (E), 3c x 300 sq.mm. XLPE Cable	Set	4	0.379	1.52
4	42 kV L.A. (1 Set = 3 nos.)	Set	2	0.274	0.55
5	150 mm. dia. Medium Gauge G.I. Pipe	Mtr.	30	0.00275	0.08
6	Heavy Duty, 150 mm dia Nomical Bore, CI Hume Pipe	Km	0.50	3.300	1.65
7	Heat Shrinkable Straight through for 33 kV (E), 3c x 300 sq.mm. XLPE cable	Nos.	2	0.627	1.25
8	Laying of 33 kV Guide (E) 3c x 300 sq.mm. XLPE U.C. Cable (Single Run) through buried trench/Hume Pipe including digging of trench, supply & laying of sand, brick etc. complete.	LS	1	7.392	7.39
	Item Sub-Total				30.92
			Sub Total		199.94
A4	11 kV Line : New Feeder				
A4.1	120 sq.mm. ABC on 12.8 mtr Rail Pole	Km	6	11.77	70.62
A5	Renovation of Distribution Transformer with LT Capacitor				
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	7	1.360	9.52
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	5	1.510	7.55
	Item Sub-Total		12		17.07
			Sub Total		27.87
A6	New Distribution Transformer (for future Load Growth)				
A6.1	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole				
1	Nayabadi Pandapara CCC	Nos.	13	3.590	46.67
2	Udipara Maskafalbari CCC	Nos.	12	3.590	43.08
	Item Sub-Total		25	3.590	89.75
			Sub Total		89.75
A7	11 kV Line : New Line for connection of New DT				
A7.1	0/6 ACSR RABBIT on 12.8 mtr Rail Pole	Km	4.70	7.530	35.39
A7.2	75 sq.mm. ABC on 8.0 mtr PCC Pole	Km	5.00	9.899	49.05
			Sub Total		84.44
A8	11 kV Line : Augmentation & Renovation				
A8.1	0/6 ACSR RABBIT on 12.8 mtr Rail Pole	Km	4.00	3.330	13.32
			Sub Total		13.32
A9	LT Line : New LT Line from new DT locations for catching of existing LT networks				
A9.1	50 sq.mm. 0/6 AAC ANT on 8.0 mtr PCC Pole	Km	5.00	2.908	14.54
A9.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	6.00	6.600	39.60
			Sub Total		54.10
A10	LT Line : Augmentation & Renovation				
A10.1	50 sq.mm. 0/6 AAC ANT on 8.0 mtr PCC Pole	Km	10.0	1.610	16.10
A10.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	9.20	5.790	53.27
			Sub Total		69.37
A11	LT Line : Phase Conversion				
A11.1	50 sq.mm. 0/6 AAC ANT on 8.0 mtr PCC Pole		15.0	2.140	32.10
A11.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	21.0	6.080	66.80
			Sub Total		108.90


J. BANERJEE

অপিনিবন্ধক (পূর্ববর্তী)
Zonal Manager (EZ)
আর.ই.সি.ও. অ.সি.ও. মহোদয়
REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

Works Cost Estimate Bill of Quantities
Scheme Code No. WB-TD-DIS-225-2014-8434 (Haldia Town)


95

Annexure-B

Sl. No.	Item Details	Unit	Qty.	Unit Price Rs. Lcr	Total Cost Rs. Lcr
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernization of 33/11 kV S/S				
A1.1	RASULDEVPUR 33/11 kV S/S		1	36,085	36,085
A1.2	CHAITANYAPUR 33/11 kV S/S		1	38,566	38,566
A1.3	DIGHASIPUR 33/11 kV S/S		1	5,913	5,913
A1.4	MEDICAL COLLEGE 33/11 kV S/S		1	0,610	0,610
A1.5	JOHDIRAMNAGAR 33/11 kV S/S		1	13,955	13,955
	Sub-Total				95,130
A2	11 kV Line : New Feeder				
A2.1	120 approx. ABC on 12.8 mtr Rail Pole	Km	8	11.77	70,620
	Sub Total				70,620
A3	Renovation of Distribution Transformer with LT Capacitor				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos.	35	0,990	24,750
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos.	26	1,360	35,360
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	55	1,510	83,050
4	11/0.4kV, 3-Ph, 250 kVA DT on 12.8 mtr Rail Pole	Nos.	-	2,120	-
5	11/0.4kV, 3-Ph, 315 kVA DT on 12.8 mtr Rail Pole	Nos.	2	3,070	6,140
	Item Sub-Total	Nos.	108		149,300
	Sub Total				149,300
A4	New Distribution Transformer (for future Load Growth)				
A4.1	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole		42	1,500	150,780
A5	11 kV Line : New Line for connection of New DT				
A5.1	Q/R ACSR RABBIT on 12.8 mtr Rail Pole	Km	5.50	2,530	32,650
	Sub Total				67,450
A6	11 kV Line : Augmentation & Renovation				
A6.1	Q/R ACSR RABBIT on 12.8 mtr Rail Pole	Km	72.00	1,330	139,760
	Sub Total				139,760
A7	LT Line : New LT Line from new DT locations for catching of existing LT networks				
A7.1	50 sq.mm. Q/R AAC ANT on 8.0 mtr PCC Pole	Km	76.0	2,990	274,400
A7.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	248.0	6,690	976,800
	Sub Total				1,191,400
A8	LT Line : Augmentation & Renovation				
A8.1	50 sq.mm. Q/R AAC ANT on 8.0 mtr PCC Pole	Km	72.0	1,810	130,320
A8.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	96.0	5,750	511,160
	Sub Total				651,620
A9	LT Line : Phase Conversion				
A9.1	50 sq.mm. Q/R AAC ANT on 8.0 mtr PCC Pole	Km	18.00	2,260	40,680
A9.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	17.0	6,080	103,360
	Sub Total				204,480
B	Consumer Meters, LT Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	1,785	0,013	17,615
	Sub Total				17,615
B2	Replacement of old & damaged LT Service cables				
1	3.5x 25 sq.mm. PVC Service cable	Km	10.00	1,240	12,400
2	4x 16 sq.mm. PVC Service cable	Km	15.00	1,360	20,400
3	2x 6 sq.mm. PVC Service cable	Km	60.00	0,324	19,440
4	2x 4 sq.mm. PVC Service cable	Km	40.00	0,061	2,440
	Sub Total				54,680
B3	Replacement of HT & LT Damaged Poles				
B3.1	12.8 mtr Rail Poles	No.	38	0,198	11,124
B3.2	8.0 mtr PCC Poles	No.	35	0,053	2,067
B3.3	6.0 mtr PCC Poles	No.	63	0,034	1,893
	Sub Total				15,193
	Grand Total				2,887,840

(Vijay Bedra)
Sr. Engineer


J. BANERJEE
অতিরিক্ত অফিস (পূর্ববর্তী)
Zonal Engineer (EZ),
কলকাতা-১, কলকাতা
REC Ltd., Zonal Office, Kolkata


Susobhan Mookhopadhyay
General Manager (F&A) Corporate
WBSEDCL


Works Cost Estimate Bill of Quantities
Scheme Code No. WB-TD-DIS-221-2014-9432 (Siliguri Town)

Annexure-B

Sl. No.	Item Details	Unit	Qty.	Unit Price Rs. Lac	Total Cost Rs. Lac
A	Sub-Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11 kV S/S				
A1.1	Renovation & Modernisation of DABGRAM 33/11 kV S/S		1	47.23	47.23
A1.2	RABINDRANAGAR 33/11 kV S/S		1	50.29	50.29
A1.3	SALBARI 33/11 kV S/S		1	47.35	47.35
A1.4	UJIANU 33/11 kV S/S		1	70.91	70.91
A1.5	DESHBANDHUPARA 33/11 kV S/S		1	39.82	39.82
A1.6	SILIGURI 33/11 kV S/S		1	81.39	81.39
A1.7	HOUSING BOARD 33/11 kV S/S		1	39.26	39.26
A1.8	JHANKAR 33/11 kV S/S		1	39.98	39.98
A2	11 KV Auto Reclosure (SCADA compatible)		1	208.39	208.39
A3	11 KV Sectionalizer (SCADA compatible)		1	244.07	244.07
A4	Bifurcation of 11 kV Line with HT 120 sqmm AB Cable(outgoing feeder) on existing rail poles with intermediate support on rail pole	Km	60	11.77	706.20
A5	11 KV Line Conductor Augmentation				
A5.1	11 kV outgoing feeders on 100 sq mm ACSR conductor in place of 50 sq mm conductor using existing poles	KM	75	5.92	444.23
A6	New Distribution Transformer (for load sharing & future Load Growth)				
A6.1	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos.	70	3.59	251.30
A7	11 kV Line : New Line for connection of New DT				
A7.1	O/H ACSR DOG on 12.8 mtr Rail Pole	Nos.	3.5	8.92	31.22
A7.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	2.1	9.81	20.60
A8	11 kV Line : Augmentation & Renovation				
A8.1	O/H ACSR RABBIT on 12.8 mtr Rail Pole	Km	21.54	3.33	71.73
A9	LT Line : New LT Line from new DT locations for catching of existing LT networks				
A9.1	50 sq.mm. O/H AAC ANT on 8.0 mtr PCC Pole	Km	2.8	2.90	8.12
A9.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	5.6	6.60	36.96
A10	LT Line : Augmentation & Renovation				
A10.1	50 sq.mm. O/H ACSR RABBIT on 8.0 mtr PCC Pole	Km	16.51	1.81	29.88
A10.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	19.58	5.79	107.58
A11	LT Line : Phase Conversion				
A11.1	50 sq.mm. O/H AAC ANT on 8.0 mtr PCC Pole	Km	12.75	2.24	28.56
A11.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	19.125	6.08	116.28
B	Consumer Meters, LT-Service Connections & Pole Replacement				
B1	Replacement of Electro-mechanical Meters by Electronic Meters				
B1.1	1-Phase Consumer Meters with P.P. box	Nos.	2390	0.01	31.07
B1.2	3-Phase Consumer Meters with P.P. box	Nos.	80	0.12	9.60
B2	Replacement of old & damaged LT Service cables				
1	3.5c x 25 sq.mm. PVC Service cable	Km	10	1.24	12.40
2	4c x 16 sq.mm. PVC Service cable	Km	15	1.36	20.40
3	2c x 6 sq.mm. PVC Service cable	Km	60	0.32	19.44
4	2c x 4 sq.mm. PVC Service cable	Km	40	0.06	2.44
	Item Sub-Total			Sub Total	54.68
B3	Replacement of HT & LT Damaged Poles				
B3.1	12.8 mtr Rail Poles	No.	97	0.30	28.91
B3.2	9.0 mtr PCC Poles	No.	96	0.05	5.09
	Grand Total				2868.40

(Vijay Dehra)
Sr. Engineer


जे. बानर्जी
J. BANERJEE
संचालक प्रबंधक (पूर्वपक्ष)
Zonal Manager (EZ)
WBSEDCL, अ.का., कोलकाता
Saidail, Zonal Office, Kolkata


Sasobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL