

Annexure-A
2014-15

State: West Bengal
Utility: West Bengal State Electricity Distribution Company Limited
Category: RAPDRP (Part-B)

(Amount in Rs. Crore)

Sl. No.	Name of Town/ Project Area	Scheme Code no.	PFC Loan No.	Project Cost	GoI Loan to be released through PFC (25% of project cost)	Loan Amt. sought from REC (100% of 75% of the project cost)
1	2	3	4	5	6	7
1	Siliguri	WB-TD-DIS-221-2014-8432	50934062	28.68	7.17	21.51
2	Jalpaiguri	WB-TD-DIS-221-2014-8433	50934056	17.11	4.28	12.83
3	Malda	WB-TD-DIS-221-2014-8434	50934044	28.88	7.22	21.66
	Total			74.67	18.67	56.00

Presently the utility has proposed to provide hypothecation of future assets along with existing assets as security, hence the loan amount proposed for sanction is 100% of 75%. In case existing assets are not provided the loan amount shall be restricted to 90% of 75%.

विजेन्द्र
28/09/14
(विजय बेहरा)
वरिष्ठ अभियंता

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General Manager (P&A) Corporate
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- 0 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.


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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.

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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.

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General Terms and Conditions

1. Details of sanctioned loan


Name of the scheme	R-APDRP Part (B) project of Siliiguri	R-APDRP Part (B) project of Jalpaiguri	R-APDRP Part (B) project of Haldia
Scheme code no. WB-TD-DIS-221-2014-	8432	8433	8434
Loan amount sanctioned (Rs. lakh)	2151.00	1283.00	2166.00

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.
- 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.


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- 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.
 - i) that only new and unused equipment will be used for the project.
 - j) 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: SI (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-APDRP 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:

1) 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 Flown 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.
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.

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- (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 projects 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 that project for which it was given, at the time of submission of the first claim.
 - (vi) For R-APDRP 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
- a. 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
 - b. 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%.
 - c. The base date 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:

- a) 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:
 - (i) With interest reset option after three years -- @ 12.25 % per annum OR
 - (ii) 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.

- b) 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.
- c) 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.

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- d) Notwithstanding anything stated hereinbefore, it will be open to the Lender to periodically reduce or enhance the rate of interest in respect of loan instalments not disbursed up to the date of such revision. The revision in the rate of interest shall take effect from such date as may be notified by the Lender in this behalf.
- e) REC has the right to reset the interest rate on each tranche of disbursement on the date occurring immediately after the expiry of 3/10 years (as opted by the Borrower) from the date of disbursement of the tranche and on the expiry of every 3/10 years thereafter, till the loan is fully repaid. The Borrower shall intimate its option for reset period prior to execution of RTLA and the option once exercised shall be final and binding and cannot be modified at a later stage. In case no option is received, it shall be deemed that the Borrower has opted for three years reset.


9. Loan Repayment/ Moratorium Period

- a. The period of moratorium for repayment of principal shall be 5 years from the date of disbursement of first instalment of loan but the entire loan shall be repaid by the Borrower within a period of 20 years (repayment period of 15 years+ upto 5 years moratorium or COD if earlier as per MOP sanction) from the date of disbursement of the first instalment of loan. The principal instalment is payable in equal annual instalments on 15th of the month in which the first disbursement was made.
- b. The Borrower shall pay interest as indicated in clause (9) above during the period of moratorium. The repayment of principal thereafter will be effected on the basis of equal annual instalments and interest shall be calculated at the rates prescribed in clause (9) above on the amount outstanding.
- c. It shall be endeavour of the Borrower to ensure the realization of all payments due from them at the designated bank branch at New Delhi or other places as may be directed by the Lender on the dates on which same falls due or immediately preceding working day if such due date is a bank holiday at the recipient branch.
- d. It shall be endeavour of the Borrower to ensure the realization of all payments due from them at the designated bank branch at New Delhi or other places as may be directed by the Lender by the dates on which the same falls due. In case any due date of payment falls on a business holiday (at REC's Bank at New Delhi), Borrower may pay same on the succeeding business day. However, for the purpose of future interest calculation, credit for principal repayment shall be given only on the date of actual receipt or due date, whichever is later.

10. Interest and Liquidated damages on default amount

- a) In case of default in payment of any repayment instalment or payment of interest, fee and other monies on their respective due dates (the defaulted amount), the Borrower shall pay to the lender (for the period of default) interest on the defaulted amounts at the applicable interest rates and liquidated damages on the default amount prescribed under the REC policy (which is presently 2% p.a), both compounded on quarterly basis.
- b) Further in the event of default in payment of interest and/or repayment of principal by the Borrower, subsequent receipts shall be appropriated as per the Accounting Policy of the Lender.
- c) Further in case of such defaults, Lender shall have absolute rights to either enforce the entire or any part of securities created under the RTLA and/or to take possession of charged assets including entire or any part of plant/project and sell, transfer or dispose otherwise as the Lender may deem fit beside of taking necessary legal recourse as may be available to the Lender.
- d) The occurrence of default shall be judged during any stage of subsistence of RTLA by the lender at its sole discretion which shall be final.


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e) The Lender shall have right to call for premature repayment of entire or any part of outstanding Loan amount at any time during the currency of the RTL without assigning any reason, if Lender is satisfied that any of terms and conditions of this RTLA has been deviated/violated materially, or the loan amount has been used for the purpose other than the specified purpose, or no work is taken up in the project within one year after drawal of first instalment (unless otherwise approved for revival), or viability of the Project, financial strength of Promoters or the Security created herein has deteriorated substantially. And in such an event, the entire outstanding loan shall be immediately payable by the Borrower to the Lender along-with outstanding interest and applicable liquidated damages shall also be payable from the original date of disbursement of the loan.

f) Notwithstanding anything stated above, the Lender reserves the right to cancel the commitments i.e sanction loan amount or stand by facilities and credit lines, either fully or partially, unconditionally without prior notice at anytime.

11. Prepayment:

The Borrower shall not prepay the outstanding amount of the Rupee Term Loan in full or in part unless the Lender gives its explicit consent for such repayment. Prepayment of the Rupee Term Loan shall be at the sole discretion and on the terms and conditions (including prepayment premium) as may be stated by the Lender on such request. During the period of consideration of the Borrower's request/application for prepayment, the Borrower shall continue to service the loan/pay interest at the applicable rates.

12. Service Tax, levies & duties and Other Costs & Expenses

All rates of interest / fees and other charges mentioned in this agreement are exclusive of service tax and / or any such other levies/ duties. Such service tax/ other levies/ duties, if any applicable, including stamp duties, court fee, professional fees, cost and charges for counsel/ advocate's fees for drafting, vetting of loan documents and rendering opinions, advice, creation of security, investigation of title, protection of the Lender's interests and expenses and fees incurred/ borne by the Lender for the monitoring and inspection of the project implementation/ operation by its representative and any other charges or surcharges as levied by the Government or any other statutory authorities on any Rupee Term payment under the loan or any other activity directly applicable to the Term Loan shall be payable by the Borrower to the Lender in addition to and in the manner of the Loan Repayment / Interest Payments.

The Borrower shall keep indemnified the Lender, at all times during the currency of the RTL, of any loss/ costs/ expenses suffered due to the conduct of Borrower or out of execution of intent RTLA or collection, preservation, disposing or otherwise dealing the offered Securities as per provisions herein.

13. Security:

A. For loans to borrowers OTHER THAN State Governments and power departments under state governments

Option-I:

- (i) Bank Guarantee (BG) for a minimum of 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 loan sanctioned by REC) up to 100% of the value of loan amount sanctioned; and
- (iii) Creation of Charge of Hypothecation of existing assets for the balance 5% of the value of loan amount sanctioned.

Option-II

- i) Creation of charge by Hypothecation of existing fixed assets related to plant and machinery/equipment in Thermal & Hydro - Electric Power Generation Stations and 400/230/220/132/110/66/33 KV power substations and 11/0.415 KV Distribution Sub Stations and all lines from 11 KV upto 400 KV level, for a minimum of 30% of the value of loan amount sanctioned; and

- ii) Creation of charge of Hypothecation of future assets to be created (out of the project cost sanctioned by REC).

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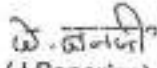
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1. The aforesaid term loan is subject to the general terms and conditions set out in Annexure- I. Details of projects sanctioned are enclosed at Annexure A & B. The loan would be further subject to the conditions as set out in the Rupee Term Loan Agreement 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 within 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 set out 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 in 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 Executive Director (T&D), REC Corporate Office, New Delhi-110003
4. The AGM (F&A)-Loan, REC Corporate Office, New Delhi, 110003
5. Documentation File
6. Scheme File


 J. BANERJEE
 জি. বানার্জী
 Zonal Manager (EZ)
 আর.ই.সি.ও.এ., অ.স্ব., কলকাতা
 REC Ltd., Zonal Office, Kolkata


 Susobhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

107

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
Ultradanga, Kolkata-700067

No.RECL/4L/2WB/R-APDRP/2014-15/591

Dated: 29/08/2014

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

Sanction Letter

Sub: Financial assistance of Rs 5600.00 lakh to WBSEDCL for implementation of R-APDRP Projects (Part-B) in three towns under P: SI (Distribution) category.

Ref: Application for Financial Assistance submitted vide Letter No.CE/DisLProject/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.5600.00 Lakh (Fifty six crore). The details of the scheme(s) are as follows.

Scheme wise Details			
Name of the scheme	R-APDRP Part (B) project of Siliguri	R-APDRP Part (B) project of Jalpaiguri	R-APDRP Part (B) project of Haldia
District/ Region	Darjeeling	Jalpaiguri	Purba Medinipur
PFC Loan Number	50934062	50934056	50934044
Scheme code WB-TD-DIS-221-2014-	8432 ✓	8433 ✓	8434 ✓
Category	P:SI (Distribution)		
Sub category	R-APDRP		
Cost of the project in Rs. lakh	2868.00	1711.00	2888.00
Gol loan to be released through PFC (25% of the project cost)	717.00	428.00	722.00
Loan amount sanctioned (Rs. lakh)	2151.00 ✓	1283.00 ✓	2166.00 ✓
Extent of financing (% of loan to cost may be given)	75% of the project cost (25% Gol loan to be released through PFC)		

1


J. BANERJEE
अधीक्षक प्रबंधक (प्रसूचन)
Zonal Manager (EZ)
भार.व.प.सं., अ.प्र., कोलकाता
REC Ltd., Zonal Office, Kolkata


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 113105

R-APDRP(Part-B)-11 Towns

BULK HYPOTHECATION AGREEMENT - WBSEDCL

This Bulk Hypothecation Agreement is made at Kolkata on this 27th day of August 2015. ("Bulk Hypothecation Agreement")

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 are hereinafter collectively referred to as "Parties" and singularly as a "Party".

Sesobhan Mahopadhyay
General Manager (F&A) Corporate
WBSEDCL

J. Banerjee
J. BANERJEE
অঞ্চলিক প্রবন্ধ (পূর্ববর্তী)
Zonal Manager (EZ)
সার্বভৌম, অঞ্চল, কলকাতা
REC Ltd, Zonal Office, Kolkata

WHEREAS the Borrower is undertaking various works under R-APDRP(Part-B) schemes sanctioned for Darjeeling, Kalimpong, Aurangabad, Dubrajpur, Kurseong, Taki, Ailpurduar, Jaygaon, Siliguri, Jalpaiguri & Haldia towns in various districts of West Bengal under the jurisdiction area of WBSEDCL; sanctioned under scheme code Nos 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8432, 8433 & 8434 (hereinafter referred to as "the Project" and collectively referred to as "Projects"). The details of the Projects have been more specifically set out in **Annexure-A** hereto and the borrower has also submitted the Project proposal and financial projections in connection therewith.


The borrower, vide letter No.CE/Dist.Project/REC/30/4993 dated 03.06.2014 has sought financial assistance of Rs. 94.25 crore (Rupees Ninety Four Crore twenty five lakh only) as term loan from REC (equivalent to 100% of 75% of the project cost as counterpart funding) to be utilized exclusively for implementation of R-APDRP(Part-B) in 11 Nos of Towns (more specifically detailed in **Annexure-B** and hereinafter individually referred to as "Scheme" and collectively referred to as "Schemes") for the purpose as stated therein.

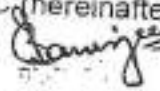
AND WHEREAS REC vide sanction letters No.RECL/4L/2/WB/P:SI(R-APDRP)/2014-15/591 dated 29/08/2014, letter No.RECL/4L/2/WB/P:SI(R-APDRP)2014-15/423 dated 14/07/2014 & Letter No. RECL/4L/2/WB/P:SI(R-APDRP)/2015-16/407 dated 27.08.2015 (Collectively referred as "Sanction Letters") has sanctioned the Term Loan of Rs. 94.25 crore (Rupees Ninety Four Crore twenty five lakh only) hereinafter referred to as the "Loan" to the Borrower for the purpose(s) aforementioned on the terms and conditions contained in the said Sanction Letter.

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 mentioned in the Sanction Letters.

AND WHEREAS By Loan Agreement dated the 27th August of September 2015 entered into between the Borrower and REC (hereinafter referred to as "Loan Agreement") REC has agreed to lend and advance to the Borrower and the Borrower has agreed to borrow from REC a loan to the maximum extent of Rs. 94.25 crore (Rupees Ninety Four Crore twenty five lakh only) on the terms and conditions contained in the Sanction Letters and Loan Agreement.

AND WHEREAS in terms of the Sanction Letters of the REC and also in terms of the conditions contained in the Loan Agreements, the Borrower is required to secure due repayment of the said Loans, together with interest, penal interest and other costs and charges thereon, by hypothecation of *all the* future movable properties of the respective Schemes under the Project including movable machinery, equipments, machinery, *machinery* spares, tools, implements and accessories installed (hereinafter referred to as "Movables") 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



Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL


J. P. Singh
Joint Secretary
REC

"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. (The Movables and Stocks mentioned above are hereinafter collectively referred to as "Hypothecated Goods") as detailed in Schedule -I (Scheme-Wise) hereto forming part of this Agreement and the Parties have agreed to execute this deed of 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 Term Loan amounting to Rs. 94.25 Crore (Rupees Ninety Four Crore Twenty Five Crore Only) to the Borrower pursuant to the Loan Agreements as stated hereto, the Borrower hereby hypothecates and charges as security all its future Movables and Stocks pertaining to the Schemes 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 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), 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 Agreements and Sanction Letters of REC. The details of Hypothecated Goods are mentioned in Schedule I hereunder..
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 Agreements 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.


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL


J. BANERJEE
ऑफिसियल प्रबंधक (पूर्वपक्ष)
Zonal Manager (F&A)
आर.ई.सी. लि., अ.प्र.प., पंजाब-८००
REC Ltd., Zonal Office, Punjab

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 Agreements or any default of the Borrower in payment of any monies under the Loan Agreements hereby secured or the performance of any obligation of the Borrower to REC, its Agents, Nominees and Authorized 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. 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.


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL


J. BANERJEE
आधिकारिक प्रबंधक (पूर्वपक्ष)
Zonal Manager (EZ)
आर.डी.सी. लि., ऑ.का., कोलकाता
REC Ltd., Zonal Office, Kolkata

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 Agreements 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 authorizes 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.


11. The Borrower represents as under:

(a) That the Borrower shall be the absolute owner of the future Movable & Stocks, referred to in **Schedule-I** hereto 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 (Part-B) schemes sanctioned for Darjeeling, Kalimpong, Aurangabad, Dubrajpur, Kurseong, Taki, Alipurdwar, Jaygaon, Siliguri, Jalpaiguri & Haldia towns in various districts of West Bengal State under WBSEDCL jurisdiction area sanctioned under scheme code Nos 8465, 8466, 8467, 8468, 8469, 8470, 8471, 8472, 8432, 8433 & 8434 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 to REC.


(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.


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL


J. BANERJEE
अंचलिक प्रबंधक (पूर्ववर्त)
Zonal Manager (EZ)
आर.ई.सी. लि., डॉ. आ., कोलकाता
REC Ltd., Zonal Office, Kolkata

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.
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.


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL


J. BANERJEE
अंचलिक प्रबंधक (वृत्तीय)
Zonal Manager (EZ)
आर.ई.सी.लि., अ.का., कोलकाता
REC Ltd., Zonal Office Kolkata-1

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.

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 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.

[Signature] 29/10/15
P. K. Banerjee
Company Secretary
W.B. State Electricity Distrn. Co. Ltd.

SIGNED AND DELIVERED

[Signature]
Susobhan Mukhopadhyay
By SRI ~~Ganesh Mohanty~~ Corporate
GENERAL MANAGER (F&A) CORPORATE
on behalf of WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LTD
Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

In the presence of

1. *[Signature]* A. BANERJEE, Sr. Mgr. (F&A) 1.
WBSEDCL
2. *[Signature]* S. MUKHERJEE, Asst. Mgr. (F&A) 2.
WBSEDCL

SIGNED SEALED AND DELIVERED

[Signature]
ज. बनर्जी
By SRI JAIDEV BANERJEE, BANERJEE
ZONAL MANAGER (EZ) ~~ज. बनर्जी~~
RURAL ELECTRIFICATION Zonal Manager (EZ)
CORPORATION LIMITED ~~ज. बनर्जी~~
REC Ltd., Zonal Office, Kolkata

In the presence

[Signature]
B. K. Mohanty REC Ltd
[Signature]
VIVEK CHATTERJEE
REC Ltd.

Details of the Projects

ANNEXURE-A

Sl. No.	Scheme Name	DISTRICT	Name of the Town or Project Area	Scheme Code No.	PFC LOAN NO	Total Project Cost sanctioned by PFC/GoI	Amount in crore	
							GOI Loan to be released through PFC (25% of the project Cost)	Loan amount posed to REC (75% of the Total Project Cost)
1	P:SI R-APDRP	Darjeeling	Darjeeling	WB-TD-DIS-221-2014-8465	50934010	10.23	2.56	7.67
2	P:SI R-APDRP	Darjeeling	Kalimpong	WB-TD-DIS-221-2014-8466	50934016	9.54	2.38	7.16
3	P:SI R-APDRP	Murshidabad	Aurangabad	WB-TD-DIS-221-2014-8467	50934031	5.36	1.34	4.02
4	P:SI R-APDRP	Birbhum	Dubrajpur	WB-TD-DIS-221-2014-8468	50934033	4.03	1.00	3.03
5	P:SI R-APDRP	Darjeeling	Kurseong	WB-TD-DIS-221-2014-8469	50934040	5.58	1.4	4.18
6	P:SI R-APDRP	North 24 Parganas	Taki	WB-TD-DIS-221-2014-8470	50934043	5.92	1.48	4.44
7	P:SI R-APDRP	Alipurduar	Alipurduar	WB-TD-DIS-221-2014-8471	50934060	5.23	1.31	3.92
8	P:SI R-APDRP	Alipurduar	Jaygaon	WB-TD-DIS-221-2014-8472	50934061	5.11	1.28	3.83
9	P:SI R-APDRP	Darjeeling	Siliguri	WB-TD-DIS-221-2014-8432	50934062	28.68	7.17	21.51
10	P:SI R-APDRP	Jalpaiguri	Jalpaiguri	WB-TD-DIS-221-2014-8433	50934056	17.11	4.28	12.83
11	P:SI R-APDRP	Purba Medinipur	Haldia	WB-TD-DIS-221-2014-8434	50934044	28.88	7.22	21.66
Total						125.67	31.42	94.25


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL



J. BANERJEE
आंचलिक प्रबंधक (ग्रामीण)
Zonal Manager (EZ)
आर.ई.सी. लि., ए.डी.ओ., कोलकाता
REC Ltd., Zonal Office, Kolkata

ANNEXURE-B

Details of the Projects

Amount in crore

Sl. No.	Scheme Name	DISTRICT	Name of the Town or Project Area	Scheme Code No.	PFC LOAN NO	Total Project Cost sanctioned by PFC/GoI	GOI Loan to be released through PFC (25% of the project Cost)	Loan amount posed to REC (75% of the Total Project Cost)
1	P:SI R-APDRP	Darjeeling	Darjeeling	WB-TD-DIS-221-2014-8465	50934010	10.23	2.56	7.67
2	P:SI R-APDRP	Darjeeling	Kalimpong	WB-TD-DIS-221-2014-8466	50934016	9.54	2.38	7.16
3	P:SI R-APDRP	Murshidabad	Aurangabad	WB-TD-DIS-221-2014-8467	50934031	5.36	1.34	4.02
4	P:SI R-APDRP	Birbhum	Dubrajpur	WB-TD-DIS-221-2014-8468	50934033	4.03	1.00	3.03
5	P:SI R-APDRP	Darjeeling	Kurseong	WB-TD-DIS-221-2014-8469	50934040	5.58	1.4	4.18
6	P:SI R-APDRP	North 24 Parganas	Taki	WB-TD-DIS-221-2014-8470	50934043	5.92	1.48	4.44
7	P:SI R-APDRP	Alipurduar	Alipurduar	WB-TD-DIS-221-2014-8471	50934060	5.23	1.31	3.92
8	P:SI R-APDRP	Alipurduar	Jaygaon	WB-TD-DIS-221-2014-8472	50934061	5.11	1.28	3.83
9	P:SI R-APDRP	Darjeeling	Siliguri	WB-TD-DIS-221-2014-8432	50934062	28.68	7.17	21.51
10	P:SI R-APDRP	Jalpaiguri	Jalpaiguri	WB-TD-DIS-221-2014-8433	50934056	17.11	4.28	12.83
11	P:SI R-APDRP	Purba Medinipur	Haldia	WB-TD-DIS-221-2014-8434	50934044	28.88	7.22	21.66
Total						125.67	31.42	94.25



 Subhan Mukhopadhyay
 General Manager (F&A) Corporate
 WBSEDCL


 J. BANERJEE
 Regional Manager (F&A)
 Zonal Manager (EZ)
 REC Ltd., Zonal Office, Kolkata

SCHEDULE III

Details of the Loan Agreements pertaining to the various Schemes under the Project
(Also include details of sanction letters pertaining to each scheme)
(Amount Rs. In lakh)

Sino.	Loan Agreement No.	No. of Schemes	Loan Amt.	Sanction Lr.No. & Date
1	1	3	5600	No.RECL/4L/2/WB/P:SI(R-APDRP)/2014-15/591 dated 29/08/2014
2		8	3825	No.RECL/4L/2/WB/P:SI(R-APDRP)/2014-15/423 dated 14/07/2014
Total	1	11	9425	


Sasobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL


J. BANERJEE
आंचलिक प्रबंधक (पूर्वचल)
Zonal Manager (EZ)
आर.ई.सी.लि., डॉ.पा., कोलकाता
REC Ltd., Zonal Office, Kolkata

SCHEDULE III (PART-III) FOR FUTURE ASSETS

Description of Movables and Stocks to be created *in respect of the Project including* out of the Loan from REC, and to be covered under the Hypothecation Deed on pari-passu basis along with PFC.


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL



जे. बानर्जी
J. BANERJEE
ऑपेरिंग प्रबंधक (पूर्यावल)
Zonal Manager (EZ)
अर.इ.सी.लि., अ.पा., कोलकाता
REC Ltd., Zonal Office, Kolkata

SCHEDULE "I" FOR FUTURE ASSETS

Description of Movables and Stocks to be created in respect of the below mentioned R-APDRP(Part-B) Projects out of the Loan from REC, and to be covered under the Hypothecation Deed

Details of the Projects

Sl. No.	Scheme Name	DISTRICT	Name of the Town or Project Area	Scheme Code No.	PFC LOAN NO	Total Project Cost sanctioned by PFC/GoI	Amount in crore	
							GOI Loan to be released through PFC (25% of the project Cost)	Project amount posed to REC (75% of the Total Project Cost) and covered under the present hypothecation Deed
1	P:SI R-APDRP	Darjeeling	Darjeeling	WB-TD-DIS-221-2014-8465	50934010	10.23	2.56	7.67
2	P:SI R-APDRP	Darjeeling	Kalimpong	WB-TD-DIS-221-2014-8466	50934016	9.54	2.38	7.16
3	P:SI R-APDRP	Murshidabad	Aurangabad	WB-TD-DIS-221-2014-8467	50934031	5.36	1.34	4.02
4	P:SI R-APDRP	Birbhum	Dubrajpur	WB-TD-DIS-221-2014-8468	50934033	4.03	1.00	3.03
5	P:SI R-APDRP	Darjeeling	Kurseong	WB-TD-DIS-221-2014-8469	50934040	5.58	1.4	4.18
6	P:SI R-APDRP	North 24 Parganas	Taki	WB-TD-DIS-221-2014-8470	50934043	5.92	1.48	4.44
7	P:SI R-APDRP	Alipurduar	Alipurduar	WB-TD-DIS-221-2014-8471	50934060	5.23	1.31	3.92
8	P:SI R-APDRP	Alipurduar	Jaygaon	WB-TD-DIS-221-2014-8472	50934061	5.11	1.28	3.83
9	P:SI R-APDRP	Darjeeling	Siliguri	WB-TD-DIS-221-2014-8432	50934062	28.68	7.17	21.51
10	P:SI R-APDRP	Jalpaiguri	Jalpaiguri	WB-TD-DIS-221-2014-8433	50934056	17.11	4.28	12.83
11	P:SI R-APDRP	Purba Medinipur	Haldia	WB-TD-DIS-221-2014-8434	50934044	28.88	7.22	21.66
TOTAL						125.67	31.42	94.25


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
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J. BANERJEE
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Zonal Manager (EZ)
আর.ই.সি.লি., অ.স.স., কলকাতা
REC Ltd., Zonal Office, K.

Schedule I

Description of Movables and stocks to be created out of the Loan from REC and covered under Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No.- WB-TD-DIS-221-2014-8465

Name of the Project : R-APDRP-Part B (Darjeeling Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11kV S/S				
A1.1	HAPPY VALLEY 33/11/6.6kV S/S		1	71.069	71.069
A1.2	NEW SINGMARI 33/11kV S/S		1	49.339	49.339
A1.3	NEW GHOOM 33/11 kV SUB STATION		1	66.811	66.811
A1.4	OLD GHOOM 33/6.6 Kv SUB STATION		1	6.000	6.000
	Sub Total				193.219
A2	11kV Line : New Feeder				
A2.1	120sq. Mm ABC on 12.8 mtr Rail Pole				
A3	Renovation of 11/0.4kV, 3-Ph, 100kVA DT on 9mtr ST Pole with LT capacitor.	Nos	25	1.51	37.75
A4	New 11/0.4 kV, 3-Ph, 100kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at Darjeeling CCC	Nos	25	3.59	89.75
A5	11kV Line: New Line for Connection of New DT at Darjeeling CCC				
A5.1	O/H 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. O/H AAC ANT on 9mtr ST Pole	Km	4	2.900	11.600
A6.2	50 sq. mm. LT ABC on 9mtr ST Pole	Km	4	6.600	26.400
	Sub Total				38.000
A7	LT Line : Augmentation & Renovation at Darjeeling CCC				
A7.1	50 sq. mm. O/H 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. O/H AAC ANT on 9mtr ST Pole	Km	4	2.24	8.96
A8.2	50 sq. mm. LT ABC on 9 MTR ST Pole	Km	6	6.08	36.48
	Sub Total				45.44
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 16sq. 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				
B3.1	9mtr ST Pole	No	200	0.20	40.00
B3.2	11.0 mtr ST Pole	No	50	0.22	11.00
B3.3	11.0 mtr RAIL Poles	No	30	0.30	9.00
	Sub Total				60.00
A	Grand Total				1022.759
B	Total Project Cost (Rs Crore)				10.228
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				2.56
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				7.67

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

J. BANERJEE
অফিসিয়াল প্রমোশন (পূর্ববর্তী)
Zonal Manager (EZ)
আর.ই.সি.লি., অ.স.স., কলকাতা

Schedule I

Description of Moveables and stocks to be created out of the Loan from REC and covered under Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No.- WB-TD-DIS-221-2014-0466

Name of the Project : R-APDRP-Part B (Kalinpong Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
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	11kV 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	1.350	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 11/0.4 kV, 3-Ph, 100kVA DT (for future Load Growth) on 12.8 Rail Pole at Kalinpong Gr E/S	Nos	10	3.590	35.900
A5	11kV Line: New Line at Kalinpong Gr E/S				
A5.1	O/H ACSR RABBIT on 12.8mtr Rail Pole	Km	5.00	7.530	37.650
A5.2	70 sq.mm. ABC on 12.8 mtr PCC Pole	Km	15.00	9.809	147.135
				Sub Total	184.785
A6	11 kV Line: Augmentation & Renovation of O/h AAC ANT (on 12.8 mtr Rail Pole) at Kalinpong Gr E/S	Km	10	3.33	33.3
A7	LT Line : Augmentation & Renovation at Kalinpong Gr E/S				
A7.1	50 sq. mm O/h AAC ANT (on 8.0 mtr PCC Pole) at Kalinpong Gr E/S	Km	8	1.81	14.480
A7.2	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 : Phase Conversion at Kalinpong Gr. E/S	Km			
A8.1	50 sq.mm. O/H AAC ANT on 9mtr ST Pole at Kalinpong Gr. E/S	Km	10	2.240	22.400
A8.2	30 sq. mm. LT ABC on 9.0 mtr ST Pole at Kalinpong Gr. E/S	Km	25	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	100.00	0.061	6.100
				Sub Total	6.100
B3	Replacement of HT & LT Damaged Poles a	No	20	0.298	5.960
				Sub Total	5.96
A	Grand Total				953.887
B	Total Project Cost (Rs Crore)				9.54
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				2.38
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				7.16

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
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J. BANERJEE
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आर.ई.पी.एल., एन.ए., कोलकाता
REC Ltd., Zonal Office, Kolkata

Description of Movables and stocks to be created out of the Loan from REC and covered under Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No. - WB-TD-DIS-221-2014-8467

Name of the Project : R-APDRP-Part B (Aurangabad Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
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	11kV Line : New 11kV out going 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		58.850
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	8.910
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos	14	1.360	19.040
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos	23	1.510	34.730
	Item Sub-Total	Nos	46		62.680
			Sub Total		62.680
A4	New 11/0.4 kV, 3-Ph, 100kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at Aurangabad CCC	Nos	15	3.590	53.850
			Sub Total		53.850
A5	11kV Line: New Line for connection of New DT at Aurangabad CCC				
A5.1	O/H ACSR RABBIT on 12.8mtr Rail Pole	Km	3.00	7.530	22.590
A5.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	1.00	9.809	9.809
			Sub Total		32.40
A6	11 kV Line: Augmentation & Renovation				
A7	LT Line :New LT Line 50 sq.mm. O/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. O/H AAC ANT on 8 mtr PCC Pole	Km	5	1.81	9.05
A8.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	25	5.79	144.75
			Sub Total		153.80
A9	LT Line : Phase Conversion at Aurangabad CCC				
A9.1	50 sq.mm. O/H AAC ANT on 8mtr PCC Pole	Km	10	2.240	22.400
A9.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	10	6.080	60.800
			Sub Total		83.200
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	2,132	0.013	27.72
B1.2	3-Phase Consumer Meters with P.P. Box	Nos	46	0.120	0.24
			Sub Total		27.96
B2	Replacement of old & damaged LT service Cables				
1	3.5c X 25 sq.mm. PVC Service cable	Km	5.00	1.240	6.200
2	4c X 16sq.mm. PVC Service cable	Km	5.00	1.360	6.800
3	2c X 6 sq.mm. PVC service Cable	Km	25.00	0.324	8.100
4	2c X 4 sq.mm. PVC Service Cable	Km	25.00	0.061	1.525
			Sub Total		22.63
B3	Replacement of HT & LT Damaged Poles a				
B3.1	9mtr PCC Pole	No	25	0.05	1.33
B3.2	8.0 mtr PCC Pole	No	30	0.03	1.02
			Sub Total		2.35
A	Grand Total				536.250
B	Total Project Cost (Rs Crore)				5.363
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				1.34
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				4.02

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

J. BANERJEE
Regional Manager (F&A)
Zonal Manager (EZ)
REC Ltd., Zonal Office, Kolkata


Schedule I
Description of Movables and stocks to be created out of the Loan from REC, and to be covered under the Hypothecation Deed.

Name of the SFU - WBSEDCL

Scheme Code No.- WB-TD-DES-221-2014-8468

Name of the Project : R-APDRP-Part B (Dubrajpur Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of DUBRAJPUR 33/11 kV S/S		1	23.569	23.569
				Sub Total	23.569
A2	11kV Line : New Feeder 70 sq.mm. ABC on 12.8 mtr Rail Pole	Km	6.00	9.813	58.881
				Sub Total	58.881
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	11	1.360	14.960
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos	23	1.510	34.730
	Item Sub-Total	Nos	39		54.640
				Sub Total	54.640
A4	New 11/0.4 kV, 3-Ph, 100kVA DT on 12.8 mtr Rail Pole (for future Load Growth)	Nos	10	3.590	35.900
				Sub Total	35.900
A5	11kV Line: New Line for connection of New DT at Dubrajpur Gr. E/S				
A5.1	O/H ACSR RABBIT on 12.8mtr Rail Pole	Km	1.50	7.530	11.295
A5.2	70 sq.mm. ABC on 9.0 mtr PCC Pole	Km	1.00	9.809	9.809
				Sub Total	21.104
A6	11 kV Line: Augmentation & Renovation of O/H ACSR RABBIT on 12.8 mtr Rail Pole at Dubrajpur Gr. E/S	Km	10	3.33	33.30
				Sub Total	33.30
A7	LT Line :New LT Line from new DT location for catching of existing LT Networks at Dubrajpur Gr. E/S				
A7.1	50 sq.mm. O/H AAC ANT on 8mtr PCC Pole	Km	6.0	2.900	17.400
A7.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	km	7.0	6.600	46.200
				Sub Total	63.60
A8	LT Line :Augmentation & Renovation at Dubrajpur Gr.E/S				
A8.1	50 sq.mm. O/H AAC ANT on 8 mtr PCC Pole	Km	3.5	1.81	6.34
A8.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	4.5	5.29	23.805
				Sub Total	30.145
A9	LT Line : Phase Conversion at Dubrajpur Gr.E/S				
A9.1	50 sq.mm. O/H AAC ANT on 8 mtr PCC Pole	Km	7.0	2.240	15.680
A9.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	4.0	6.080	24.320
				Sub Total	40.000
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	1,944	0.013	25.922
B1.2	3-Phase Consumer Meters with P.P. Box	Nos	4	0.120	0.480
				Sub Total	26.402
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 16sq.mm. PVC Service cable	Km	2.00	1.360	2.720
3	2c X 6 sq.mm. PVC service Cable	Km	10.00	0.324	3.240
4	2c X 4 sq.mm. PVC Service Cable	Km	2.00	0.061	0.122
				Sub Total	8.562
B3	Replacement of HT & LT Damaged Poles a				
B3.1	12.8 mtr Rail Pole	No	10	0.296	2.96
B3.2	9 mtr PCC Pole	No	10	0.053	0.53
B3.3	8.0 mtr PCC Pole	No	30	0.034	1.02
				Sub Total	4.510
A	Grand Total				402.878
B	Total Project Cost (Rs Crore)				4.03
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				1.00
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				3.03


Susobhan Mukhopadhyay
General Manager (F&A) Corporate
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Zonal Manager (EZ)
আর.ই.সি.লি., অফিস, কোলকাতা
REC Ltd., Zonal Office, Kolkata

Schedule I

Description of Movables and stocks to be created out of the Loan from REC, and to be covered under the Hypothecation Deed.

Name of the SPU - WBSEDCL

Schema Code No.- WB-TD-DIS-221-2014-8469

Name of the Project : R-APDRP-Part B (Kurseong Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of Panchabari 33/11kV S/S		1	98.748	98.748
	Sub Total				98.748
A2	11kV Line : New 120 sq.mm. ABC (on 12.8 mtr Rail Pole) Feeder at (circuit house II) Hospital		12	11.77	141.24
	Sub Total				141.24
A3	Renovation of 11/0.4kV, 3-Ph, 100kVA DT on 9mtr ST Pole with LT capacitor	Nos	25	1.51	37.75
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
	Items Sub-Total		24		33.040
	Sub Total				33.040
A4	New 11/0.4 kV, 3-Ph, 100kVA DT (for future Load Growth) on 12.8 mtr Rail Pole at Kurseong Gr.E/S	Nos	8	3.59	28.72
	Sub Total				28.720
A5	11kV Line: New Line at Kurseong Gr.E/S for connection of New DT				
A5.1	O/H ACSR RABBIT on 12.8 mtr Rail Pole	Km	5.00	7.530	37.650
A5.2	70 sq.mm, 11 kV ABC on 9.0 mtr PCC Pole	Km	2.00	9.809	19.618
	Sub Total				57.268
A6	11kV Line :Augmentation & Renovation of 50 sq.mm. O/H AAC ANT on 12.8 Rail Pole at Kurseong Gr. E/S	Km	10	3.33	33.3
	Sub Total				33.300
A7	LT Line : New LT Line at Kurseong Gr.E/S				
A7.1	50 sq.mm. O/H AAC ANT on 8.0mtr / 9mtr ST Pole	Km	1.0	2.900	2.900
A7.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	1.0	6.600	6.600
	Sub Total				9.500
A8	LT Line :Augmentation & Renovation of 50 sq.mm. O/H AAC ANT on 8/9 Mtr ST Pole at Kurseong Gr. E/S	Km	10.0	1.810	18.100
	Sub Total				18.100
A9	LT Line : Phase Conversion at Kurseong Gr.E/S				
A9.1	50 sq.mm. O/H AAC ANT on 8 mtr PCC Pole	Km	15	2.24	33.6
A9.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	8	6.08	48.64
	Sub Total				82.24
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	1,963	0.013	25.519
	Sub Total				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 16sq.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 Darjeeling CCC				
B3.1	12.8 mtr Rail Pole	No	20	0.30	5.96
B3.2	9.0 mtr ST Pole	No	25	0.05	1.325
B3.3	8.0 mtr WOODEN Poles	No	65	0.03	2.21
	Sub Total				9.495
A	Grand Total				358.213
B	Total Project Cost (Rs Crore)				5.58
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				1.40
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				4.18

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

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

Schedule I

Description of Movables and stocks to be created out of the Loan from REC, and to be covered under the Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No.- WB-TD-DIS-221-2014-8470

Name of the Project - R-APDRP-Part B (Taki Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	11kV Line feeder bifurcation :New feeder on 95 sq.mm. ABC on existing 12.8 mtr Rail Pole	Km	7.5	11.77	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
	Items Sub-Total		34		45.380
			Sub Total		45.380
A3	New 11/0.4 kV, 3-Ph, 100kVA DT (for future Load Growth) on 12.8 mtr Rail Pole at Hasnabad CCC	Nos	18	3.59	64.62
A4	11Kv Line:New O/H ACSR RABBIT on 12.8 mtr Rail Pole Line for connection of New DT at Hasnabad CCC.	Km	10	7.53	75.3
			Sub Total		75.300
A5	11Kv 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 DT locations for catching of existing LT networks at Hasnabad CCC				
A6.1	50 sq.mm. O/H AAC ANT on 8.0mtr 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	4c X 16sq.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 Darjeeling CCC				
B3.1	8 mtr PCC Pole	No	70	0.03	2.38
			Sub Total		2.380
A	Grand Total				591.50
B	Total Project Cost (Rs Crore)				5.92
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				1.48
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				4.44

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

J. BANERJEE
Zonal Manager (F&A)
REC Ltd., Zonal Office Kolkata

Schedule I

Description of Movables and stocks to be created out of the Loan from REC, and to be covered under the Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No. - WB-TD-DIS-221-2014-8471

Name of the Project : R-APDRP-Part B (Alipurduar Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11kV S/S				
1	11/0.4kV, 3-Ph, 25 kVA DT on 12.8 mtr Rail Pole	Nos	10	0.990	9.900
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos	15	1.360	20.400
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos	45	1.510	67.950
	Item Sub-Total	Nos	70		98.250
			Sub Total		98.250
A2	New 11/0.4 kV, 3-Ph, 100kVA DT on 12.8 mtr Rail Pole (for future Load Growth) at Darjeeling CCC	Nos	13	3.590	46.670
A3	11kV Line: New Line for Connection of New DT at i)Alipurduar New Town CCC,ii)Alipurduar purana Bazar CCC (ii)Alipurduar New Town CCC				
A3.1	O/H ACSR RABBIT on 12.8mtr Rail Pole	Km	0.65	107.240	70.031
A3.2	70 sq.mm. 11 kV ABC on 9.0 mtr ST Pole	Km	0.39	9.809	3.826
			Sub Total		73.857
A4	Augmentation & Renovation of O/H ACSR RABBIT on 12.8 mtr Rail Pole at(i)Alipurduar purana Bazar CCC (ii) Alipurduar New Town CCC,	Km	3.93	3.330	13.087
			Sub Total		13.087
A5	LT Line :New LT Line from new DT location for catching of existing LT Networks at (i)Alipurduar purana Bazar CCC (ii) Alipurduar New Town CCC				
A5.1	50 sq mm. O/H AAC ANT on 8.0 mtr PCC Pole	Km	0.52	2.900	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 New Town CCC,ii)Alipurduar purana Bazar CCC				
A6.1	50 sq.mm. O/H AAC ANT on 8 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. O/H AAC ANT on 8.0 mtr PCC Pole at i) Alipurduar Puran Bazar CCC ii)Alipurduar New Town CCC	Km	8.9	2.24	19.936
			Sub Total		19.936
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	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 16sq.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 HT & LT Damaged Poles at Darjeeling CCC				
B3.1	12.8 mtr Rail Pole	No	15	0.298	4.47
B3.2	9.0 mtr PCC Pole	No	40	0.053	2.12
B3.3	8.0 mtr PCC Poles	No	75	0.034	2.55
			Sub Total		9.14
A	Grand Total				523.130
B	Total Project Cost (Rs Crore)				5.23
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				1.31
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				3.92

Susmita Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

Banerjee
J. BANERJEE
आचार्य प्रबंधक (एन.ए.ए.)
Zonal Manager (EE)
आर.ई.सी. लि., आ.ए.सी., दार्जिलिंग
पश्चिम बंगाल

Schedule I

Description of Movables and stocks to be created out of the Loan from REC, and to be covered under the Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No. - WB-TD-DIS-221-2014-8472

Name of the Project : R-APDRP-Part B (Jaigaon Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11kV S/S				
A2	11kV Line : New Feeder				
A2.1	New 11kV outgoing feeder (120 sq.mm. ABC on 12.8 mtr Rail Pole)	Km	18	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	3.960
2	11/0.4kV, 3-Ph, 63 kVA DT on 12.8 mtr Rail Pole	Nos	19	1.360	25.840
3	11/0.4kV, 3-Ph, 100 kVA DT on 12.8 mtr Rail Pole	Nos	46	1.510	69.460
	Item Sub-Total	Nos	69		99.260
			Sub Total		99.260
A4	New Distribution Transformer (for future Load Growth)				
A4.1	11/0.4 kV, 3-Ph, 100kVA DT on 12.8 mtr Rail Pole at Jaigaon CCC	Nos	7	3.59	25.13
A5	11Kv Lines New Line for Connection of New DT at Darjeeling CCC				0
A5.1	O/H ACSR RABBIT on 12.8mtr Rail Pole	Km	0.35	7.530	2.64
A5.2	70 sq.mm. 11 kv ABC on 9.0 mtr PCC Pole	Km	0.21	9.809	2.06
			Sub Total		4.70
A6	11Kv Line :Augmentation & Renovation of O/H ACSR RABBIT on 12.8 mtr Rail Pole at Jaigaon CCC	Km	2	3.33	6.89
			Sub Total		6.89
A7	LT Line :50 sq.mm. O/H AAC ANT new LT Line from New DT Locations on 8.0 mtr PCC Pole at Jaigaon CCC	Km	0.04	2.9	2.436
			Sub Total		2.44
A8	LT Line : Augmentation & Renovation at (50 sq.mm. O/H AAC ANT on 8.0 mtr PCC Pole at Jaigaon CCC	Km	19.0	1.810	34.39
A9	LT Line : Phase Conversion (50 sq.mm. O/H AAC ANT on 8.0 mtr PCC Pole at Jaigaon CCC	Km	36.2	2.24	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
			Sub Total		1.66
B2	Replacement of old & damaged LT service Cables				0
1	3.5c X 25 sq.mm. PVC Service cable	Km	7.00	1.240	8.68
2	4c X 16sq.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	1.525
			Sub Total		39.75
B3	Replacement of HT & LT Damaged Poles at Darjeeling CCC				
B3.1	12.8 mtr Rail Pole	No	7	0.30	2.09
B3.2	9.0 mtr PCC Pole	No	19	0.05	1.01
B3.3	8.0mtr PCC Poles	No	27	0.034	0.92
			Sub Total		4.01
A	Grand Total				511.17
B	Total Project Cost (Rs Crore)				5.11
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				1.28
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				3.83

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

J. BANERJEE
জ. বানার্জী
Zonal Manager (GZ)
আঞ্চলিক প্রबंधক (গুণাগুণ)
REC Ltd., Zonal Office, Kolkata

Description of Moveables and stocks to be created out of the Loan from REC and to be covered under the Hypothecation Deed.

Name of the SPU - WBSEDCL

Scheme Code No. - WB-TD-DIS-221-2014-8432

Name of the Project : R-APDRP-Part B (Siliguri Town)

Sl No.	Description of item	Unit	Quantity	Unit Price (laks)	Total Cost (laks)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11KV S/S				
A1.1	MOHET NAGAR 33/11 KV S/S		1	66.09	66.09
A1.2	PANDAPARA 33/11 KV S/S		1	59.05	59.05
A1.3	PAHAIPUR 33/11 KV S/S		1	171.94	171.94
	Sub Total				297.08
A2	New 33/11 KV S/S				
A2.1	Indoor 33/11 KV s/s (near BOIL KHANA BAZAR)		1	740.00	740.00
A3	33 KV Line: New Feeder				
A3.1	Q/H ACSR DOG Line on 12.8 mtr Rail Pole		18	9.39	169.02
A3.2	33 KV (E), 3c x 300 sq. mm. XLPE cable (Single Run) in underground cable Trench				
1	As Proposed 33/11 KV S/S end		1	18.48	18.48
2	Outdoor Heat Shrinkable Termination kits for 33KV(E), 3c x 300 sq. mm. XLPE cable		4	0.379	1.52
3	42 KV LA (1 Set = 3 Nos)		2	0.274	0.55
4	150 mm. dia. Medium Gauge G.I. Pipe		30	0.03275	0.98
5	Heavy Duty, 150 mm dia Nominal Bone, CI Pipe		0.5	3.30	1.65
6	Heat Shrinkable Straight through for 33 KV (E), 3c x 300 sq. mm. XLPE cable		2	0.627	1.25
7	Laying of 33 KV Griddle(E) 3c x 300 sq. mm. XLPE U.S. cable (single Run) through buried trench/Pipe including digging of trench, supply & laying of sand, brick etc complete		1	7.392	7.39
	Item Sub-total				30.92
A4	11 KV Line : New Feeder	Km	6	11.77	70.62
A5	Renovation of Distribution Transformer with LT capacitor				
1	11/0.4KV, 3-Ph, 63 KVA DT on 12.8 mtr Rail Pole	Nos	7	1.360	9.52
2	11/0.4KV, 3-Ph, 63 KVA DT on 12.8 mtr Rail Pole	Nos	5	1.510	7.55
	Item Sub-Total		12		17.07
	Sub Total				37.97
A6	New Distribution Transformer (for future Load Growth)				
A6.1	11/0.4 KV, 3-Ph, 100 KVA DT on 12.8 mtr Rail Pole				
1	Hydraland Transformers CCC	Nos	12	3.89	46.67
2	Utkalpa Transformer CCC	Nos	12	3.59	43.08
	Sub Total				89.75
A7	11 KV Line: New Line for connection of New DT				
A7.1	Q/H ACSR DOG on 12.8 mtr Rail Pole	Km	4.70	7.530	35.39
A7.2	20 sq. mm. APC on 9.0 mtr PCC Pole	Km	5.00	9.810	49.05
	Sub Total				84.44
A8	11 KV Line : Augmentation & Renovation				
A8.1	20 sq. mm. Q/H AAC ANT on 9mtr ST Pole	Km	4.00	3.33	13.32
A9	LT Line: New LT Line from new DT locations for catching of existing LT networks				
A9.1	50 sq. mm. Q/H AAC ANT on 8.00 mtr PCC Pole	Km	5.00	2.9	14.5
A9.2	50 sq. mm. LT ABC on 8.00 mtr PCC Pole	Km	6.00	6.6	39.6
	Sub Total				54.10
A10	LT Line: Augmentation & Renovation				
A10.1	50 sq. mm. Q/H ACSR RABBIT on 8.0 mtr PCC Pole	Km	10.0	1.81	18.10
A10.2	50 sq. mm. LT ABC on 8.0 mtr PCC Pole	Km	9.20	5.79	53.27
	Sub Total				71.37
A11	LT Line Phase Conversion				
A11.1	50 sq. mm. Q/H AAC ANT on 8.0 mtr PCC Pole	Km	15.0	2.24	33.60
A11.2	50 sq. mm. LT ABC on 8.00 mtr PCC Pole	Km	11.0	6.06	66.66
	Sub Total				100.48
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	5,445	0.013	70.79
B1.2	3-Phase Consumer Meters with P.P. Box	Nos	45	0.120	5.52
	Sub Total				76.31
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 16sq. mm. PVC Service cable	Km	3.00	1.360	4.080
3	7c x 6 sq. mm. PVC service Cable	Km	8.00	0.726	5.808
4	2c x 4 sq. mm. PVC Service Cable	Km	5.00	0.061	0.31
	Sub Total				9.46
B3	Replacement of HT & LT Damaged Poles at Darjeeling CCC				
B3.1	12.8 mtr Rail Poles	No	28	0.298	8.34
B3.2	9.0 mtr PCC Poles	No	30	0.05	1.50
B3.3	8.0 mtr PCC Poles	No	68	0.034	2.31
	Sub Total				12.15
A'	Grand Total				1711.040
B	Total Project Cost (Rs Crore)				17.110
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				4.28
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				12.83

Susobhan Dasgupta
General Manager (F&A) Corporate
WBSEDCL

J. BANERJEE
সিনিয়র প্রকল্প (ম্যানেজার)
Zonal Manager (SEZ)
আর.ই.সি.লি., এল.সি., কলকাতা
REC Ltd., Project Office, KOL

Description of Movables and stocks to be created out of the Loan from REC, and to be covered under the Hypothecation Deed.

Schedule I

Name of the SPU - WBSEDCL

Scheme Code No. - WB-TD-DIS-221-2014-0434

Name of the Project : R-APDRP-Part B (Haldia Town)

Sl No.	Description of Item	Unit	Quantity	Unit Price (lakhs)	Total Cost (lakhs)
A	Sub Transmission System Improvement Work				
A1	Renovation & Modernisation of 33/11KV S/S				
A1.1	BASUDEVPUR 33/11 S/S				
A1.2	CHAITANYAPUR 33/11KV S/S	Nos	1	36.089	36.089
A1.3	DIGHASIPUR 33/11 KV S/S	Nos	1	38.566	38.566
A1.4	MEDICAL COLLEGE 33/11 KV S/S	Nos	1	5.913	5.913
A1.5	KHUSRAMNAGAR 33/11 KV S/S	Nos	1	0.610	0.610
				13.955	13.955
A2	11 KV Line : New Feeder				
A2.1	120 sq.mm. ABC on 12.8 mtr Rail Pole				
			6	11.77	70.62
A3	Renovation of Distribution Transformer with LT capacitor				
1	11/0.4KV, 3-Ph, 25 KVA DT on 12.8 mtr Rail Pole	Nos	25	0.990	24.750
2	11/0.4KV, 3-Ph, 53 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	0	2.120	0.000
5	11/0.4KV, 3-Ph, 315 KVA DT on 12.8 mtr Rail Pole	Nos	2	3.070	6.140
	Non Sub-Total	Nos	108		149.300
					149.30
A4	New Distribution Transformer (for future Load Growth)				
A4.1	11/0.4 KV, 3-Ph, 100 KVA DT on 12.8 mtr Rail Pole	Nos	42	3.59	150.78
A5	11 KV Line: New Line for connection of New DT				
A5.1	O/H ACSR RABBIT on 12.8 mtr Rail Pole	Km	5.0	7.530	37.65
					47.459
A6	11 KV Line : Augmentation & Renovation				
A6.1	O/H ACSR RABBIT on 12.8 mtr Rail Pole	Km	72	3.33	239.76
A7	LT Line: New LT Line from new DT locations for catching of existing LT networks				
A7.1	50 sq.mm. O/H AAC ANT on 8.00 mtr PCC Pole	Km	74.0	2.900	214.6
A7.2	50 sq.mm. LT ABC on 8.00 mtr PCC Pole	Km	148.0	6.600	976.8
					1191.4
A8	LT Line: Augmentation & Renovation				
A8.1	50 sq.mm. O/H ACSR RABBIT on 8.0 mtr PCC Pole	Km	72	1.81	130.32
A8.2	50 sq.mm. LT ABC on 8.0 mtr PCC Pole	Km	90	5.79	521.10
					651.420
A9	LT Line Phase Conversion				
A9.1	50 sq.mm. O/H AAC ANT on 8.0 mtr PCC Pole	Km	18.0	2.24	40.320
A9.2	50 sq.mm. LT ABC on 8.00 mtr PCC Pole	Km	27.0	6.08	164.160
					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	1,355	0.013	17.615
					17.615
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 16sq.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
					54.680
B3	Replacement of HT & LT Damaged Poles at Darjeeling CCC				
B3.1	12.8 mtr Rail Poles	No	38	0.298	11.324
B3.2	9.0 mtr PCC Poles	No	39	0.053	2.067
B3.3	8.0 mtr PCC Poles	No	53	0.034	1.802
					15.193
A	Grand Total				2887.840
B	Total Project Cost (Rs Crore)				28.878
C	Project Cost funded by PFC/GOI (25% of the total project cost) (Rs Crore)				7.22
D	Project Cost to be funded by REC (75% of the total project cost) (Rs Crore)				21.66

Susobhan Mukhopadhyay
General Manager (F&A) Corporate
WBSEDCL

J. BANERJEE
জি. বানার্জী
Zonal Manager (F&A)
আর.ই.সি.লি., অফিস, কলকাতা
REC Ltd., Zonal Office Kolkata



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 106639

R-APDRP(Part-B)

(LATL)

LOAN AGREEMENT

(To be executed on Non-Judicial Stamp Paper)

This Agreement is made at Kolkata on this 8th day of February 2013.

BETWEEN

Rural Electrification Corporation Limited, a Govt. of India Enterprise, (through its Zonal Office at ICMARD BUILDING, 7th Floor, CIT Scheme-VIII(M), Block-14/2, Ultadanga, Kolkata-700067 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.

RURAL ELECTRIFICATION
CORPORATION LIMITED

S. Ghosh Dastidar
Zonal Manager (EZ)

Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LTD

R. G. Sharma
General Manager (T & A)
Corp. WBSEDCL

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

(1) WHEREAS the Central Government has launched Restructured Accelerated Power Development & Reform Programme (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 5802,5807,5809,5810,5811,5823,5824,5825,5826,5827,5828,5829,5830,5831,5832, 5833,5834,5835,5838,5839,5843,5846, 5847, 5848, 5849, 5850, 5851, 5852, 5853, 5854, 5855, 5856, 5857, 5858, 5859, 5860, 5861, 5863, 5864, 5865, 5866,5867,5868,5869 & 5870 (total 45 loans) as per the list attached herewith as Annexure-A (hereinafter collectively referred to as "the Project") AND WHEREAS the Borrower by its letter No.A/Re(L)/REC/RAPDRP-B/272 dated 03.12.2011 (ANNEXURE-B) made an application to the Corporation for grant of total loan of Rs. 41026.28 lakh as Term Loan from REC to be utilised 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 WHEREAS REC has agreed to sanction the Term Loan of Rs. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight thousand only) for 45 towns, being 75% of the sanctioned project cost, to the Borrower for the purpose(s) aforementioned, under scheme code Nos 5802,5807,5809,5810,5811,5823,5824,5825,5826,5827,5828,5829,5830,5831,5832, 5833,5834,5835,5838,5839,5843,5846, 5847, 5848, 5849, 5850, 5851, 5852, 5853, 5854, 5855, 5856, 5857, 5858, 5859, 5860, 5861, 5863, 5864, 5865, 5866,5867,5868,5869 & 5870 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)2012-13/78 dated 25/04/2012, Letter No.RECL/4L/2/WB/P:SI(R-APDRP)2012-13/79 dated 25/04/2012, Letter No.RECL/4L/2/WB/P:SI(R-APDRP)2012-13/80 dated 25/04/2012 on the terms and conditions stated in the Sanction Letter, (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. The balance 25% of the sanctioned project cost, to the Borrower for the aforementioned, purpose(s) under scheme code Nos as detailed above has been sanctioned by PFC.

RURAL ELECTRIFICATION
CORPORATION LIMITED

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

WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LTD

B. B. Sharma
General Manager (EZ/A)
Corp. WBSEDCL

AND WHEREAS the Borrower has by its Resolution dated the 11th day of May 2012 passed at the meeting of its Board on the 11th day of May 2012 has agreed to accept the said loan under scheme code Nos 5802, 5807, 5809, 5810, 5811, 5823, 5824, 5825, 5826, 5827, 5828, 5829, 5830, 5831, 5832, 5833, 5834, 5835, 5838, 5839, 5843, 5846, 5847, 5848, 5849, 5850, 5851, 5852, 5853, 5854, 5855, 5856, 5857, 5858, 5859, 5860, 5861, 5863, 5864, 5865, 5866, 5867, 5868, 5869 & 5870 on the said terms and conditions. (Annexure-D)

AND WHEREAS as per the terms and conditions contained in the sanction letter dated 25/04/2012, the Borrower agrees and undertakes to secure the

- i) exclusive first charge on 30% of the Loan amount by Hypothecation of existing High value fixed Asset of WBSEDCL in favour of REC AND.
 - ii) pari passu basis with PFC 100% Hypothecation of Future Assets to be created out of Project Loan sanctioned by REC and PFC (REC 75% and PFC 25%) to be utilised for R-APDRP works in 45 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 sanctioned adequate to cover the loan amount, interest, penal interest, additional interest and other charges.
 - iii) PFC has entered into Memorandum of Agreement on 24.01.2011 and Deed of Hypothecation with WBSEDCL on 24.01.2011 for 25% of the sanctioned project cost, to the Borrower for the aforementioned, purpose(s) for implementation of RAPDRP projects in 45 Towns of West Bengal. Details of 45 Towns have been shown in the Annexure A.
2. PFC vide letter dated 20/06/2012 has confirmed that they have made provision in the sanction letter No. 02:10:R-APDRP(P-B):2010:WBSEDCL Dated 20/08/2010 & sanction letter No. 02:10:R-APDRP(P-B):2010:WBSEDCL Dated 21/12/2010 and also in the Quadripartite Agreement signed between Ministry of Power, PFC, Government of West Bengal and WBSEDCL, that the charge on assets will be on pari passu basis in syndication to be created under the R-APDRP projects. Copy of the letter enclosed as Annexure-E. The sharing of charge with REC and PFC will be in the ratio of 75 : 25 on pari passu basis.

AND WHEREAS the Borrower has agreed to accept the disbursement of the Term Loan on installments on the terms 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. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight thousand only) (the "Loan") to be repaid along with interest and other charges over a period of 18 years. (3 years moratorium + 15 years repayment)

RURAL ELECTRIFICATION
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WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LTD

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

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.
3. The Borrower agrees and undertakes to secure the principal sum of the Term Loan, interest and other charges by or by way of exclusive first charge on 30% of the Loan amount by Hypothecation of existing High value fixed Asset of WBSEDCL in favour of REC AND on pari pasu basis with PFC 100% Hypothecation of Future Assets to be created out of the Project Loan sanctioned by REC and PFC (REC 75% and PFC 25%) to be utilised for R-APDRP works in 45 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 sanctioned adequate to cover the loan amount, interest, penal interest, additional interest and other charges. The sharing of charge with REC and PFC will be in the ratio of 75 : 25 on pari pasu basis.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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 authorised by it for the purpose of carrying out such inspection.

**RURAL ELECTRIFICATION
CORPORATION LIMITED**

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

[Signature]
**WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LTD**

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

9. 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.
10. 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.
11. 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.
12. Neither this agreement nor any of the rights, obligations hereinafter shall be assigned by the Borrower without the prior written consent of REC.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.


RURAL ELECTRIFICATION
CORPORATION LIMITED

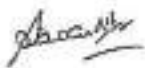
S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

WEST BENGAL STATE ELECTRICITY
DISTRIBUTION COMPANY LTD

B. B. Ghosh
General Manager (E & A)
Corp. WBSEDCL

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

SIGNED AND DELIVERED

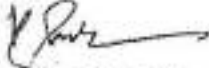

S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067
By SRI S. GHOSH DASTIDAR
ZONAL MANAGER (EZ)


on behalf of RURAL ELECTRIFICATION
CORPORATION LIMITED

SIGNED SEALED AND DELIVERED

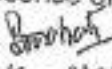

By SRI B.B. SHOME
GENERAL MANAGER (F&A)-CORPORATE
General Manager (F & A)
Corp. WBSEDCL

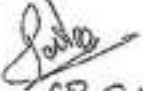
on behalf of WEST BENGAL STATE
ELECTRICITY DISTRIBUTION COMPANY
LTD


R. K. Ghosh
Director (Finance)
W. B. State Electricity Distribution Co. Ltd.
(A Govt. of West Bengal Enterprise)
Bidyut Bhawan, Block-D1, 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.

In the presence of

1. 
B. K. MOHANTY
REC ZO KOLKATA

2. 
(P. S. KUNDU)
AO (F&A), REC ZO, KOLKATA

In the presence

1. 
(A. BANERJEE)
Manager (F & A)
Corporate Loan & Bond
WBSEDCL
2. P. Mondal
PINTU MONDAL
JR. EXECUTIVE (FIN.)
W. B. S. E. D. C. L.

*Since all the disbursements are made at Delhi and the repayment are received in Corporate Office, Delhi, substantial cause of action arises in Delhi, so the jurisdiction over the matter shall fall within the jurisdiction in the courts at Delhi.

STATE- WEST BENGAL
NAME OF SPU- WBSEDCL

S.N	Scheme Name	DISTRICT	NAME OF TOWN PROJECT AREA	Scheme Code No	Lr No / Date of Sanction	PFC LOAN NO	PROJECT COST	ANNEXURE-A	
								Get Loan to be released through PFC (85% of Project Cost)	Loan Amount of REC (75% of Project Cost)
1	P-SI R-APDRP	24 pargana(N)	Gobardanga	WB-TD-DIS-221-2012-5869	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934036	519.00	154.75	464.25
2	P-SI R-APDRP	24 pargana(N)	Bahula	WB-TD-DIS-221-2012-5869	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934036	888.00	222.00	666.00
3	P-SI R-APDRP	24 pargana(S)	Diamond Harbour	WB-TD-DIS-221-2012-5869	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934036	1209.00	302.25	906.75
4	P-SI R-APDRP	24 pargana(S)	Baruipur	WB-TD-DIS-221-2012-5868	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934034	902.00	225.50	676.50
5	P-SI R-APDRP	Birbhum	Sainthia	WB-TD-DIS-221-2012-5864	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934042	316.00	79.00	237.00
6	P-SI R-APDRP	Burdwan	Durgapur	WB-TD-DIS-221-2012-5851	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934034	1084.00	271.00	813.00
7	P-SI R-APDRP	Burdwan	Guskara	WB-TD-DIS-221-2012-5852	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934045	375.00	93.75	281.25
8	P-SI R-APDRP	Burdwan	Kahala	WB-TD-DIS-221-2012-5861	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934018	829.00	207.25	621.75
9	P-SI R-APDRP	Coochbehar	Dihata	WB-TD-DIS-221-2012-5869	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934059	477.00	119.25	357.75
10	P-SI R-APDRP	Coochbehar	Coochbehar	WB-TD-DIS-221-2012-5849	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934058	834.00	208.50	625.50
11	P-SI R-APDRP	D.Dinajpur	Gangakempur	WB-TD-DIS-221-2012-5847	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934035	714.00	178.50	535.50
12	P-SI R-APDRP	Jalpaiguri	Dhupguri	WB-TD-DIS-221-2012-5824	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934057	584.00	141.00	443.00
13	P-SI R-APDRP	Murshidabad	Chaka	WB-TD-DIS-221-2012-5853	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934032	323.00	80.75	242.25
14	P-SI R-APDRP	Murshidabad	Jagari Azimganj	WB-TD-DIS-221-2012-5853	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934037	910.00	227.50	682.50
15	P-SI R-APDRP	Murshidabad	Kandi	WB-TD-DIS-221-2012-5854	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934038	409.00	102.25	306.75
16	P-SI R-APDRP	Nadia	Chakcha	WB-TD-DIS-221-2012-5855	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934041	630.00	165.00	465.00
17	P-SI R-APDRP	Nadia	Ranaghat	WB-TD-DIS-221-2012-5856	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934040	976.00	244.00	732.00
18	P-SI R-APDRP	Nadia	Shiragar	WB-TD-DIS-221-2012-5858	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934020	786.00	196.50	589.50
19	P-SI R-APDRP	Purulia	Purulia	WB-TD-DIS-221-2012-5857	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934035	517.00	129.25	387.75
20	P-SI R-APDRP	U.Dinajpur	Kaliganj	WB-TD-DIS-221-2012-5848	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934033	994.00	248.50	745.50
21	P-SI R-APDRP	24 pargana & Hooghly	Kolkata (UA)	WB-TD-DIS-221-2012-5867	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934030	881.00	220.25	660.75
22	P-SI R-APDRP	P. Midnapur	Kharagpur	WB-TD-DIS-221-2012-5826	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934020	11147.00	2786.75	8360.25
23	P-SI R-APDRP	P. Midnapur	Midnapur	WB-TD-DIS-221-2012-5830	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934019	3440.00	860.00	2580.00
24	P-SI R-APDRP	24 pargana(N)	Habra	WB-TD-DIS-221-2012-5870	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934021	3515.00	878.75	2636.25
25	P-SI R-APDRP	24 pargana(N)	Bangain	WB-TD-DIS-221-2012-5802	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934012	2048.00	511.50	1536.50
26	P-SI R-APDRP	24 pargana(N)	Basinal	WB-TD-DIS-221-2012-5833	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934033	1583.00	395.75	1187.25
27	P-SI R-APDRP	Bardhaman	Bishnupur	WB-TD-DIS-221-2012-5837	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934006	1522.00	380.50	1141.50
28	P-SI R-APDRP	Bardhaman	Bardhaman	WB-TD-DIS-221-2012-5829	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934004	577.90	144.48	433.43
29	P-SI R-APDRP	Birbhum	Sul	WB-TD-DIS-221-2012-5866	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934004	1779.00	444.75	1334.25
30	P-SI R-APDRP	Birbhum	Belpur	WB-TD-DIS-221-2012-5846	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934027	714.00	178.50	535.50
31	P-SI R-APDRP	Birbhum	Rampurhat	WB-TD-DIS-221-2012-5835	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934007	533.00	133.25	399.75
32	P-SI R-APDRP	Burdwan	Memoi	WB-TD-DIS-221-2012-5845	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934025	400.00	100.00	300.00
33	P-SI R-APDRP	Burdwan	Kaina	WB-TD-DIS-221-2012-5825	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934022	257.00	64.25	192.75
34	P-SI R-APDRP	D.Kh.Dinajpur	Balughat	WB-TD-DIS-221-2012-5828	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934017	578.00	144.50	433.50
35	P-SI R-APDRP	Hooghly	Anembagh	WB-TD-DIS-221-2012-5811	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934029	812.00	203.00	609.00
36	P-SI R-APDRP	Maldah	English Bazar	WB-TD-DIS-221-2012-5843	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934001	932.00	233.00	699.00
37	P-SI R-APDRP	Murshidabad	Jangipur	WB-TD-DIS-221-2012-5810	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934030	2554.00	638.50	1915.50
38	P-SI R-APDRP	Murshidabad	Berhampur	WB-TD-DIS-221-2012-5833	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934014	763.20	190.80	572.40
39	P-SI R-APDRP	Paschim Midnapur	Ghatol	WB-TD-DIS-221-2012-5831	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934052	1336.70	334.18	1002.53
40	P-SI R-APDRP	Paschim Midnapur	Shargram	WB-TD-DIS-221-2012-5834	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934011	780.00	195.00	585.00
41	P-SI R-APDRP	Paschim Midnapur	Contal	WB-TD-DIS-221-2012-5825	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934015	1274.00	318.50	955.50
42	P-SI R-APDRP	Paschim Midnapur	Tamruk	WB-TD-DIS-221-2012-5832	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934028	694.00	173.50	520.50
43	P-SI R-APDRP	Uttar Dinajpur	Islampur	WB-TD-DIS-221-2012-5827	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934020	528.00	132.00	396.00
44	P-SI R-APDRP	Uttar Dinajpur	Raiganj	WB-TD-DIS-221-2012-5838	RECLNLSWBSP-SMR-APDRP/2012-13/78 25-04-2012	50934034	574.20	143.55	430.65
45	P-SI R-APDRP						1094.70	273.68	821.03

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

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

West Bengal State Electricity Distribution Co. Ltd.

(A Govt. of West Bengal Enterprise)



WBSSEDCL

ANNEXURE - B

VIDYUT BHAVAN
7TH FLOOR: 'C' BLOCK
BLOCK - DJ, SECTOR - II
BIDHAN NAGAR
KOLKATA 700 091

Memo. No. A/RE(L)/REC/RAPDRP-B/ 272

Date: 03.12.2011

To
The Zonal Manager (EZ),
REC Limited,
Zonal Office: Kolkata,
"ICMARD" Bldg. (7th floor),
14/2 CIT Scheme VIII (M),
Ultadanga,
Kolkata - 700 067.

Subject: Sanction of Loan for Implementation of RAPDRP PART-B.
Ref: (1) Our Earlier Letter No. A/RE(L)/RAPDRP-B/209 dated 26.09.2011
(2) Your Letter Ref.: RECL/ZO/KOL/FIN/WBSSEDCL/2011-12/656
& 731 DTD. 09.11.2011 & 25.10.2011

Sir,

As communicated earlier we would like to state that for drawing of balance 75% loan for implementing RAPDRP Part B Project for Rs. 410.262 Crore out of total sanctioned cost of Rs. 547.02 crores in 45 (forty five) no. towns in West Bengal, necessary sanction is now required from RECL.

In this respect it is submitted that:

- The Project implementation period of the schemes may be considered as 3 years.
- No up-front fee/commitment charge should be claimed by REC against these projects.
- The repayment period of the loan is to be considered as 20 years including moratorium period of 5 years for both principal and interest as already communicated in your letter dtd. 9.11.2011 under reference..
- REC may take up monitoring of the schemes by themselves but not by engaging any Third Party Agency. Besides, WBSSEDCL will itself monitor the scheme regularly.

Ctd.

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322
Fax: (033) 23585292 / 23373002
Email: pmfu_dcl_08@yahoo.co.in

WBSSEDCL

Page 1 12/01/2011

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

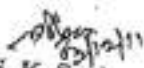
B. B. Sinha
General Manager (F & A)
Corp. WBSSEDCL

- v) There may not be any 'Insurance' clause in the terms & conditions of sanction of the loan.
- vi) Rate of interest with concession of 50 bps against the prevailing rate of interest is to be considered as communicated in your letter dtd. 29.09.2011 under reference.
- vii) 110% security coverage on the loan amount hypothecating future assets and default escrow account of requisite amount with the concerned bank will be provided as security.
- Other terms and conditions may be followed in accordance with the Quadripartite agreement dtd. 22nd July 2009 with State Govt., WBSEDCL, MoP and the Nodal agency i.e. PFC.

Requesting you for early sanction

Thanking you.

Yours faithfully,

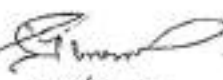

(S. K. Sen)
G.M. (F&A) Corporate

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322
Fax: (033) 23583292 / 23373062
Email: gmfa_del_08@yahoo.co.in

WBSEDCL

Page 2 12/11/2011


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


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



ANNEXURE - E पावर फाइनेंस कॉर्पोरेशन लिमिटेड
POWER FINANCE CORPORATION LTD.

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

(आई.एस.ओ. 9001:2008 प्रमाणित)

(ISO 9001:2008 Certified)

20th June 2012

✓ To
General Manager(F&A)-Corporate
West Bengal State Electricity Distribution Company Ltd.
6th Floor, 'C' Block, Vidyut Bhavan
Salt Lake, Sector-II,
Kolkata- 700091

Subject: Creating Pari-passu charge

Sir,

This has reference to your letter dated 14-06-2012 regarding NOC for sharing of assets on pari-passu basis with REC for availing counterpart funding from REC.

In this context kindly refer to para 12.2.1 of terms and conditions of sanction letters and also clause no. 6.3 of quadripartite agreement signed between MoP, PFC, State government and utility which states that "Charge on Assets: First charge (on pari-passu basis, if in syndication) shall be taken on the newly financed assets under the project. Wherever this is not possible or value of such assets is not adequate, charge can be taken on / extended to other assets of the utility. Existing assets shall be valued on depreciated replacement cost basis.

Security shall be determined by applying coverage factor of 1.1 times of value of asset(s). Thus, where the assets financed under the loan do not cover the said factor, the utility has to provide other assets to meet the said factor."

This is for your information.

Thanking you.

Yours sincerely,

(A.K. Bapneja)
Nodal Officer RAAPDRP (WB)

CC:
Sh. A.K. Ghosh,
Chief Engineer,
Distribution Project Department,
West Bengal State Electricity Distribution Company Ltd.
2nd Floor, B-Block
Vidyut Bhavan
Salt Lake, Sector-II,
Kolkata- 700091

S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 047

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

West Bengal State Electricity Distribution Co. Ltd.

(A Govt. of West Bengal Enterprise)



WBSEDCL

BIDYUT BHABAN

6TH FL: 'C' BLOCK

Bidhannagar

KOLKATA 700 091

Memo. No. A/RE(L)/REC/ R-APDRP-B/449

Date: 07.02.2013

To
The Zonal Manager (EZ),
Rural Electrification Corporation Ltd.,
Zonal Office, ICMARD Building, 7th Floor,
Block No.14/2, CIT Scheme VIII (M),
Ultadanga, Kolkata-700 067
FAX : 2356 6991

Sub: Loan Nos. WB-TD-DIS-221-2012-5802, 5807, 5809-5811, 5823-5835, 5838-5839, 5843, 5846-5861, 5863-5870 Term loan of ₹. 410.26 Crore to West Bengal State Electricity Distribution Company Ltd. (WBSEDCL) by RECL.

The specimen signature of the authorised official of the company is given below:

Name	Designation	Signature	Signature attested by Company Secretary
Shri Bijan Behari Shome	General Manager (F&A) - Corporate		

Yours faithfully,

(Company Secretary)

P. K. Banerjee

Company Secretary,

W. B. State Electricity Dist. Co. Ltd.,

Bidyut Bhavan (7th Floor),

Bidhannagar, Kolkata-700 091.

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322

Fax: (033) 23585292 / 23373002

Email: gmfa_dcl_08@yahoo.in

WBSEDCL

Page 1 2/4/2013

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

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

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PL-3C



पश्चिम बंगाल WEST BENGAL

N 106641

R-APDRP(Part-B)

HYPOTHECATION OF ASSETS

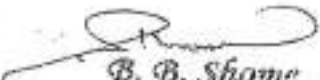
This Bulk Hypothecation Agreement is made at Kolkata on this 8th day of February 2013.

BETWEEN

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

AND

Rural Electrification Corporation Limited, a Company registered under the Companies Act, 1956 and having its Registered Office at Core - 4, SCOPE Complex, 7 Lodi Road, New Delhi -110 003 and Zonal Office at ICMARD Building, 7th Floor, 14/2 CIT Scheme-VIII(M), Ultadanga, Kolkata-700067 (hereinafter referred to as "REC" which expression shall include its successors and permitted assigns) of the ONE PART.



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

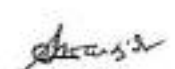

S. Ghosh Dastidar
Zonal Manager (EZ)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

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

WHEREAS the Borrower is undertaking various works under R-APDRP schemes sanctioned for Berhampur, Habra, Suri, Bishnupur, Memari, Jangipur, Arambagh, Contai, Kalna, Islampur, Balurghat, Bankura, Bongaon, Ghatal, Tamluk, Basirhat, Jhargram, Rampurhat, Bolpur, English Bazar, Raiganj, Kolkata(UA), Kharagpur, Midnapur, Dhuburi, Dinhata, Gangarampur, Kaliyaganj, Coochbehar, Dhulia, Durgapur, Guskara, Jiaganj Azimganj, Kandi, Murshidabad, Saintia, Baduria, Baruipur, Diamond Harbour, Gobardanga, Katwa, Chakdha, Ranaghat, Purulia & Birnagar 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 AAC, 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 AAC, Installation of new AB switches with HG fuse, installation of additional 33 KV VCBs etc. in various districts of WBSEDCL jurisdiction area (hereinafter referred to as "**the Project**"). The details of the Projects have been more specifically set out in **Schedule 1** hereto. Pursuant thereto, 45 Nos of P:SI (R-APDRP) schemes have been sanctioned to the Borrower. The borrower, vide letter No.A/Re(L)/REC/RAPDRP-B/272 dated 03.12.2011 has sought from REC Term Loans amounting to total project cost (equivalent to 75% of the counterpart funding) of Rs. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight thousand only) to be utilized exclusively in the various schemes under the Project (more specifically detailed in **Schedule II** and hereinafter individually referred to as "**Scheme**" and collectively referred to as "**Schemes**") for the purpose as stated therein and has also submitted the Project proposal and Financial projections in connection therewith (hereinafter referred to Project). The balance 25% of the sanctioned project cost, to the Borrower for the aforementioned, purpose(s) under scheme code Nos as detailed above has been sanctioned by PFC.

AND WHEREAS REC vide sanction letter No.RECL/4L/2WB/P:SI(R-APDRP)/2012-13/78 Dated 25/04/2012, No.RECL/4L/2WB/P:SI(R-APDRP)/2012-13/79 Dated 25/04/2012 and No.RECL/4L/2WB/P:SI(R-APDRP)/2012-13/ 80 Dated 25/04/2012 has sanctioned the Term Loan of Rs. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight thousand only). hereinafter referred to as the "**Loan**" to the Borrower for the purpose(s) aforementioned on the terms and conditions contained in the said sanction letter.


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 - 700 067

AND WHEREAS the Board of Directors of the Borrower has by a resolution dated 11th day of May 2012 agreed to accept the said Loan on the said terms.

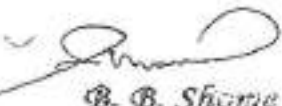
AND WHEREAS the borrower has executed the Loan Agreement more particularly listed in detail in **Schedule III** hereto (hereinafter referred to as "Loan Agreement") for the said schemes / project, for which REC has agreed to lend and advance to the Borrower, and the Borrower has agreed to borrow from REC, an amount of Rs. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight 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

- i) exclusive first charge on 30% of the Loan amount by Hypothecation of existing High value fixed Asset of WBSEDCL in favour of REC AND.
- ii) pari pasu basis with PFC 100% 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 45 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 the existing unencumbered Movables and 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 of Rs. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight thousand only) on pari pasu basis with PFC hereinafter collectively referred to as "**Hypothecated Goods**") as detailed in Schedule -IV Part-I and Scheme-wise in **Schedule 'IV'** Part-II hereto 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 Agreement pertaining to all the Schemes and/or under the Project;


AND WHEREAS the Borrower has made a declaration in favour of REC vide declaration dated 8.2.2013 that the value of the existing movable assets hypothecated under the above projects is Rs.12384.70 lakh as on 31/01/2013 and the valuation has been made on depreciated cost basis as per the WBERC guidelines which is to be read as an integral part of this agreement.


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


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

**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. 41026.28 lakh (Rupees forty one thousand twenty six lakh and twenty eight 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 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



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


S. Ghosh Dastidar
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Rural Electrification Corporation Ltd.
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Zonal Office, Kolkata - 700 067

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. 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.

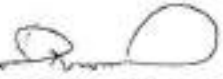
6. REC at any time after the security hereby constituted has become enforceable and whether or not REC shall then have entered into or taken possession and in addition to the powers here-in-before conferred upon REC after such entry into or taking possession of, may have Receiver or Receivers appointed 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.


B. B. S. S.
General Manager (EZ)
Corp. WBSEDCL


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

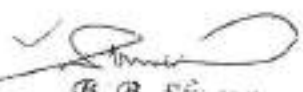
9. The Borrower hereby appoints REC as its attorney and authorises REC to act for and in the name of the Borrower to do whatever the REC may be required to do under these presents and generally to use the name of the Borrower in the exercise of all or any of the powers by these presents conferred on 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.
11. The Borrower represents as under:

- (a) That the Borrower shall be the absolute owner of the existing Movable & Stocks, referred to in Schedule-IV Part-I hereto at the sole disposal of the Borrower and free of any prior charge or encumbrance of any nature whatsoever and that future Movables & Stocks, referred to in Schedule-IV Part-II 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 Berhampur, Habra, Suri, Bishnupur, Memari, Jangipur, Arambagh, Contai, Kalna, Islampur, Balurghat, Bankura, Bongaon, Ghatal, Tamluk, Basirhat, Jhargram, Rampurhat, Bolpur, English Bazar, Raiganj, Kolkata(UA), Kharagpur, Midnapur, Dhupguri, Dinhata, Gangarampur, Kaliyaganj, Coochbehar, Dhulia, Durgapur, Guskara, Jiaganj Azimganj, Kandi, Murshidabad, Saintia, Baduria, Barulpur, Diamond Harbour, Gobardanga, Katwa, Chakdha, Ranaghat, Purulia & Bimagar 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 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 in the ratio 75:25.


B. B. Saha
General Manager (R & A)
Corp. WBSEDCL


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

- 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 instalments 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.
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.


B. B. Sengupta
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


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.
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.

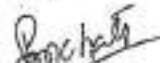
SIGNED AND DELIVERED



S. Ghosh Dastidar,
Zonal Manager (EZ)
By **SRI S. GHOSH DASTIDAR**
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
ZONAL MANAGER (EZ)
On behalf of RURAL
ELECTRIFICATION
CORPORATION LIMITED

SIGNED SEALED AND DELIVERED



By **SRI B.B. SHOME**
GENERAL MANAGER (F&A)
CORPORATE
On behalf of WEST BENGAL STATE
ELECTRICITY DISTRIBUTION
COMPANY LTD

Witness

1 
D. Y. MOHANTY
REC 20 KOLKATA

2 
P. S. KUNDU
MD (F&A)
REC 20 KOL

Witness

1 
A. BANERJEE (F & A)
Corporate Secy & Secy
W B S E D C L

2 P. Mondal
(PINTU MONDAL)
JR. EXECUTIVE (FIN)
W B S E D C L

P. K. Banerjee
Company Secretary,
West Bengal Electricity Dist. Co. Ltd.,
2nd Floor, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

SCHEDULE I


Details of the Projects Under R-APDRP(PART-B) of WBSEDCL

Sl no	Name of the Scheme/Town	District	Scheme Code No.WB-TD-DIS-221-2012-	PFC Loan Number	Project Cost	GOI Loan to be released through PFC(25%) of project cost)	Loan Amount of REC(75% of the project Cost)
1	2	3	4	5	6	7	8
1	Dhupguri	Jalpaiguri	WB-TD-DIS-221-2012-5824	50934057	564.00	141.00	423.00
2	Dinhata	Coochbehar	WB-TD-DIS-221-2012-5869	50934059	477.00	119.25	357.75
3	Gangarampur	Dakshin Dinajpur	WB-TD-DIS-221-2012-5847	50934035	714.00	178.50	535.50
4	Kaliyaganj	Uttar Dinajpur	WB-TD-DIS-221-2012-5848	50934038	381.00	220.25	601.25
5	Coochbehar	Cooch behar	WB-TD-DIS-221-2012-5849	50934058	834.00	208.50	625.50
6	Dhulia	Murshidabad	WB-TD-DIS-221-2012-5850	50934032	323.00	80.75	242.25
7	Durgapur	Burdwan	WB-TD-DIS-221-2012-5851	50934034	1084.00	271.00	813.00
8	Guskara	Burdwan	WB-TD-DIS-221-2012-5852	50934046	375.00	93.75	281.25
9	Jaganj Azimganj	Murshidabad	WB-TD-DIS-221-2012-5853	50934037	910.00	227.50	682.50
10	Kandi	Murshidabad	WB-TD-DIS-221-2012-5854	50934039	409.00	102.25	306.75
11	Murshidabad	Murshidabad	WB-TD-DIS-221-2012-5863	50934041	660.00	165.00	495.00
12	Saintia	Birbhum	WB-TD-DIS-221-2012-5864	50934042	316.00	79.00	237.00
13	Baduria	24 Praganas(N)	WB-TD-DIS-221-2012-5865	50934049	888.00	222.00	666.00
14	Barulpur	24 Praganas(S)	WB-TD-DIS-221-2012-5866	50934054	902.00	225.50	676.50
15	Diamond Harbour	24 Praganas(S)	WB-TD-DIS-221-2012-5859	50934053	1209.00	302.25	906.75
16	Gobardanga	24 Praganas(N)	WB-TD-DIS-221-2012-5860	50934036	619.00	154.75	464.25
17	Katwa	Burdwan	WB-TD-DIS-221-2012-5861	50934018	829.00	207.25	621.75
18	Chakdha	Nadia	WB-TD-DIS-221-2012-5855	50934008	978.00	244.00	732.00
19	Ranaghat	Nadia	WB-TD-DIS-221-2012-5856	50934026	786.00	196.50	589.50
20	Purulia	Purulia	WB-TD-DIS-221-2012-5857	50934023	994.00	248.50	745.50
21	Birnagar	Nadia	WB-TD-DIS-221-2012-5858	50934055	517.00	129.25	387.75
22	Berhampur	Murshidabad	WB-TD-DIS-221-2012-5823	50934002	1336.70	334.18	1002.53

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

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

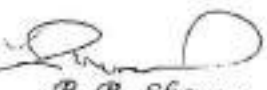
23	Habra	24 Praganas(N)	WB-TD-DIS-221-2012- 5870	50934012	2046.00	511.50	1534.50
24	Suri	Birbhum	WB-TD-DIS-221-2012- 5868	50934027	714.00	178.50	535.50
25	Bishnupur	Bankura	WB-TD-DIS-221-2012- 5807	50934006	577.90	144.48	433.43
26	Memari	Burdwan	WB-TD-DIS-221-2012- 5809	50934022	257.00	54.25	192.75
27	Jangipur	Murshidabad	WB-TD-DIS-221-2012- 5810	50934014	763.20	190.80	572.40
28	Arambagh	Hoogly	WB-TD-DIS-221-2012- 5811	50934001	932.00	233.00	699.00
29	Contai	Purba Midnapur	WB-TD-DIS-221-2012- 5825	50934009	694.00	173.50	520.50
30	Kalna	Burdwan	WB-TD-DIS-221-2012- 5826	50934017	578.00	144.50	433.50
31	Islampur	Uttar Dinajpur	WB-TD-DIS-221-2012- 5827	50934013	574.20	143.55	430.65
32	Balurghat	Dakhin Dinajpur	WB-TD-DIS-221-2012- 5828	50934029	812.00	203.00	609.00
33	Bankura	Bankura	WB-TD-DIS-221-2012- 5829	50934004	1779.00	444.75	1334.25
34	Bangaon	24 Praganas(N)	WB-TD-DIS-221-2012- 5802	50934003	1583.00	395.75	1187.25
35	Ghatal	Paschim Midnapur	WB-TD-DIS-221-2012- 5831	50934011	780.00	195.00	585.00
36	Tamluk	Purba Midnapur	WB-TD-DIS-221-2012- 5832	50934028	528.00	132.00	396.00
37	Basirhat	24 Praganas(N)	WB-TD-DIS-221-2012- 5833	50934005	1522.00	380.50	1141.50
38	Jhargram	Paschim Midnapur	WB-TD-DIS-221-2012- 5834	50934015	1274.00	318.50	955.50
39	Rampurhat	Birbhum	WB-TD-DIS-221-2012- 5835	50934025	400.00	100.00	300.00
40	Boipur	Birbhum	WB-TD-DIS-221-2012- 5846	50934007	533.00	133.25	399.75
41	English Bazar	Malda	WB-TD-DIS-221-2012- 5843	50934030	2554.00	638.50	1915.50
42	Raiganj	Uttar Dinajpur	WB-TD-DIS-221-2012- 5836	50934024	1094.70	273.68	821.03
43	Kolkata(UA)	24 Praganas(N) & Hoogly	WB-TD-DIS-221-2012- 5867	50934020	11147.00	2786.75	8360.25
44	Kharagpur	Paschim Midnapur	WB-TD-DIS-221-2012- 5830	50934019	3440.00	860.00	2580.00
45	Midnapur	Paschim Midnapur	WB-TD-DIS-221-2012- 5839	50934021	3515.00	878.75	2636.25
TOTAL					54701.70	13675.43	41026.28

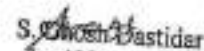

G. B. Saha
General Manager (E & M)
Corp. W&SECL


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


SCHEDULE II
Schemes under the Project


Sl n o.	Name of the Scheme/To wn	District	Scheme Code No.WB-TD-DIS-221- 2012-	PFC Loan Number	Project Cost	GOI Loan to be released through PFC(25%) of project cost)	Loan Amount of REC(75% of the project Cost)
1	2	3	4	5	6	7	8
1	Dhupguri	Jalpaiguri	WB-TD-DIS-221-2012- 5824	50934057	564.00	141.00	423.00
2	Dinhata	Coochbehar	WB-TD-DIS-221-2012- 5869	50934059	477.00	119.25	357.75
3	Gangarampur	Dakshin Dinajpur	WB-TD-DIS-221-2012- 5847	50934035	714.00	178.50	535.50
4	Kaliyaganj	Uttar Dinajpur	WB-TD-DIS-221-2012- 5848	50934038	881.00	220.25	660.75
5	Coochbehar	Cooch behar	WB-TD-DIS-221-2012- 5849	50934058	834.00	208.50	625.50
6	Dhulia	Murshidabad	WB-TD-DIS-221-2012- 5850	50934032	323.00	80.75	242.25
7	Duroapur	Burdwan	WB-TD-DIS-221-2012- 5851	50934034	1084.00	271.00	813.00
8	Guskara	Burdwan	WB-TD-DIS-221-2012- 5852	50934046	375.00	93.75	281.25
9	Jiaganj Azimganj	Murshidabad	WB-TD-DIS-221-2012- 5853	50934037	910.00	227.50	682.50
10	Kandi	Murshidabad	WB-TD-DIS-221-2012- 5854	50934039	409.00	102.25	306.75
11	Murshidabad	Murshidabad	WB-TD-DIS-221-2012- 5863	50934041	660.00	165.00	495.00
12	Saintia	Birbhum	WB-TD-DIS-221-2012- 5864	50934042	316.00	79.00	237.00
13	Baduria	24 Praganas(N)	WB-TD-DIS-221-2012- 5865	50934049	888.00	222.00	666.00
14	Baruipur	24 Praganas(S)	WB-TD-DIS-221-2012- 5866	50934054	902.00	225.50	676.50
15	Diamond Harbour	24 Praganas(S)	WB-TD-DIS-221-2012- 5859	50934053	1209.00	302.25	906.75
16	Gobardanga	24 Praganas(N)	WB-TD-DIS-221-2012- 5860	50934036	619.00	154.75	464.25
17	Katwa	Burdwan	WB-TD-DIS-221-2012- 5861	50934018	829.00	207.25	621.75
18	Chakdha	Nadia	WB-TD-DIS-221-2012- 5855	50934008	976.00	244.00	732.00
19	Ranaghat	Nadia	WB-TD-DIS-221-2012- 5856	50934026	786.00	196.50	589.50
20	Purulia	Purulia	WB-TD-DIS-221-2012- 5857	50934023	994.00	248.50	745.50
21	Birnagar	Nadia	WB-TD-DIS-221-2012- 5858	50934055	517.00	129.25	387.75
22	Berhampur	Murshidabad	WB-TD-DIS-221-2012- 5823	50934002	1336.70	334.18	1002.53
23	Habra	24 Praganas(N)	WB-TD-DIS-221-2012- 5870	50934012	2046.00	511.50	1534.50
24	Suri	Birbhum	WB-TD-DIS-221-2012- 5868	50934027	714.00	178.50	535.50
25	Bishnupur	Bankura	WB-TD-DIS-221-2012- 5807	50934006	577.90	144.48	433.43


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


S. Chandra Bastidar
Zonal Manager (E2)
Rural Electrification Corporation Ltd.
(A Govt. of India Enterprise)
Zonal Office, Kolkata - 700 067

26	Memari	Burdwan	WB-TD-DIS-221-2012-5809	50934022	257.00	84.25	192.75
27	Jangipur	Murshidabad	WB-TD-DIS-221-2012-5810	50934014	763.20	190.80	572.40
28	Arambagh	Hoogly	WB-TD-DIS-221-2012-5811	50934001	932.00	233.00	699.00
29	Contai	Purba Midnapur	WB-TD-DIS-221-2012-5825	50934009	694.00	173.50	520.50
30	Kalna	Burdwan	WB-TD-DIS-221-2012-5826	50934017	578.00	144.50	433.50
31	Islampur	Uttar Dinajpur	WB-TD-DIS-221-2012-5827	50934013	574.20	143.55	430.65
32	Balurghat	Dakhin Dinajpur	WB-TD-DIS-221-2012-5828	50934029	812.00	203.00	609.00
33	Bankura	Bankura	WB-TD-DIS-221-2012-5829	50934004	1779.00	444.75	1334.25
34	Bangaon	24 Pragnas(N)	WB-TD-DIS-221-2012-5802	50934003	1583.00	395.75	1187.25
35	Ghatal	Paschim Midnapur	WB-TD-DIS-221-2012-5831	50934011	780.00	195.00	585.00
36	Tamluk	Purba Midnapur	WB-TD-DIS-221-2012-5832	50934028	528.00	132.00	396.00
37	Basirhat	24 Pragnas(N)	WB-TD-DIS-221-2012-5833	50934005	1522.00	380.50	1141.50
38	Jhargram	Paschim Midnapur	WB-TD-DIS-221-2012-5834	50934015	1274.00	318.50	955.50
39	Rampurhat	Birbhum	WB-TD-DIS-221-2012-5835	50934025	400.00	100.00	300.00
40	Bolpur	Birbhum	WB-TD-DIS-221-2012-5846	50934007	533.00	133.25	399.75
41	English Bazar	Malda	WB-TD-DIS-221-2012-5843	50934030	2554.00	636.50	1915.50
42	Raiganj	Uttar Dinajpur	WB-TD-DIS-221-2012-5838	50934024	1094.70	273.68	821.03
43	Kolkata(UA)	24 Pragnas(N) & Hoogly	WB-TD-DIS-221-2012-5867	50934020	11147.00	2786.75	8360.25
44	Kharagpur	Paschim Midnapur	WB-TD-DIS-221-2012-5830	50934019	3440.00	860.00	2580.00
45	Midnapur	Paschim Midnapur	WB-TD-DIS-221-2012-5839	50934021	3515.00	878.75	2636.25
	TOTAL				54701.70	13675.43	41026.28


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 General Manager (F & A)
 Corp. WBSEDCL


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

West Bengal State Electricity Distribution Co. Ltd.

(A Govt. of West Bengal Enterprise)



VIDYUT BHAVAN
7TH FLOOR
C BLOCK
BLOCK - DJ, SECTOR - II
BIDHAN NAGAR
KOLKATA 700 091

WBSEDCL

Memo. No. A/RECL/REC/R-APDRP-B/ 448

Date :07/02/2013

The Zonal Manager (EZ),
Rural Electrification Corporation Ltd.,
Zonal Office, ICMARD Building, 7th Floor,
Block No. 14/2, CIT Scheme VIII(M),
Ulindanga, Kolkata - 700 067

Sub: Hypothecation of Existing assets of WBSEDCL against REC sanctioned R-APDRP (Part - B) 45 Towns/Projects of Rs.410.26 crore.
Ref.: Your sanction letter No.RECL/4L/2/R-APDRP/WB/2012-13/78, 79 & 80 dated 25.04.2012.

Dear Sir,

In line with clause 13 (Option - II) of above referred sanction letters regarding hypothecation of existing Assets and creation of charge on the said assets, we are pleased to offer the following existing assets of WBSEDCL of value Rs. 12384.70 lakh for hypothecation to be secured by first charge in favour of REC Limited. It is further certified that, the valuation of the movable existing assets has been made on depreciated cost basis as on 31.01.2013.

RE - Project, Paschim Midnapur				
(Rs in lakh)				
Item	Asset Description (Code)	Original value	Accumulated Depreciation as on 31.01.2013	Depreciated/Replacement Value as on 31.01.2013
Plant & Machinery	Switchgear - 400 KV (9453)	1400.99	442.32	958.67
	Distribution Transformer (11/04 KV) - 100KVA (9305)	619.69	187.96	431.73
LINES/CABLES/NET WORKS	Overhead Lines on ABC including Fittings (33 KV) (9641)	1408.11	550.99	857.12
	Overhead Lines on Other Conductor including Fitting (9661)	15049.74	4914.56	10135.18
Total		18480.53	6097.83	12384.70

The details of the Existing Assets to be hypothecated to REC Limited under the above REC sanctioned R-APDRP(Part-B) 45 towns/projects of Rs.410.26 crore is enclosed for your further needful.

Encl: As above

Yours Faithfully,

(B. B. Shome)
General Manager (P&A) - Corporate

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

Telephone: 23591903, 23197216, 23591941, 23197219, 23197322
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WBSEDCL


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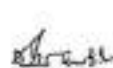
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B. B. Shome
General Manager (P & A)
Corp. WBSEDCL

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

SCHEDULE IV (PART-I) FOR EXISTING ASSETS Description of Existing Movables and Stocks of WBSEDCL to be hypothecated and to be covered under the Hypothecation Deed i.r.c of REC sanctioned 45 Nos R-APDRP(Part-B) Towns/Projects Location - RE - Project, Paschim Midnapur (₹ in lakh)						
Sl. No.	Major Head	Asset Description	Original value	Asset Code	Accumulated Depreciation as on 31.01.2013	Depreciated/Replacement Value as on 31.01.2013
1	Plant & Machinery	Switchgear - 400 KV	1400.99	9453	442.32	958.67
2		Distribution Transformer (11/04 KV) - 100KVA	619.69	9506	187.96	431.73
3	LINES/CABLES/NET WORKS	Overhead Lines on ABC including Fittings (33 KV)	1408.11	9641	550.99	857.12
4		Overhead Lines on Other Conductor including Fitting	15049.74	9661	4914.56	10135.18
	Total		18480.53		6097.83	12384.70


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

PL-4(A)

Schememo



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 544422

LA/TL

LOAN AGREEMENT

(To be executed on Non-Judicial Stamp Paper)

This Agreement is made at Kolkata on this 7th day of February 2014.

BETWEEN

Rural Electrification Corporation Limited, a Govt. of India Enterprise, (through its Zonal Office at IGMARD BUILDING, 7th Floor, CIT Scheme-VIII (M), Block-14/2, Ultadanga, Kolkata-700067 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 Vidyut Bhavan, Sector-II, Block-DJ, Bidhannagar, Kolkata - 700091 (hereinafter referred to as "the Borrower", which expression shall include its successors and permitted assigns) of the **OTHER PART.**

J. BANERJEE

জীবনেন্দ্র বসু (জীবনেন্দ্র)

Zonal Manager (EZ)

রural Electrification Corporation Limited, Kolkata
Rural Electrification Corporation Limited, Kolkata

General Manager (F & A) Corp
WBSEDCL.Vidyut Bhavan : Salt Lake
Kolkata-700 091


moveable machinery, equipments, machinery spares, tools, implements and accessories installed and its all stocks 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 and other charges.

AND WHEREAS the Borrower has agreed to accept the disbursement of the Term Loan on instalments on the terms 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.9799.99 lakhs (Rupee nine thousand seven hundred ninety nine lakh and ninety nine thousand only) excluding cost escalation (Cost escalation at actual (subject to maximum of 20%) would also be payable) (the "Loan") to be repaid along with interest and other charges over a period of 13 years (3 years moratorium plus 10 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.
3. The Borrower agrees and undertakes to secure the principal sum of the Term Loan, interest and other charges by or by way of an exclusive first charge through hypothecation of all unencumbered 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 and other charges.
4. 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.


ज. बानर्जी
J. BANERJEE
अंचलिक प्रबंधक (पूर्वांचल)
Zonal Manager (EZ)
रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata


General Manager (F & A) Corp.
WBSEDCL
Vidyut Bhavan : Salt Lake
Kolkata-700 091

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

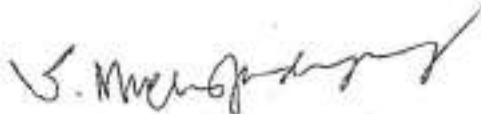
WHEREAS the Borrower vide letter No.CE/Dist.Project/39/1692 dated 16.07.2012 & Letter No.CE/Dist.Projects/39/1905 dated 14/09/2012 (Annexure-A) of the Chief Engineer(Distribution Project),WBSEDCL has sought financial assistance of Rs.9799.99 lakhs (Rupee nine thousand seven hundred ninety nine lakh and ninety nine thousand only) without cost escalation as Term Loan from REC to be utilised for Augmentation of 87 existing sub-stations in fourteen districts of West Bengal, Associated works, viz. Transformer Bay addition, addition of incoming 33 KV lines & its Bay, 11 KV Switchgear addition etc. for receiving and evacuation of augmented power capacity of the sub-stations under the jurisdiction of WBSEDCL (hereinafter referred to as the 'Project'), the details whereof are provided in Annexure - B; written hereunder, and forms part and parcel of the present Agreement.

AND WHEREAS REC has agreed to sanction the Term Loan of Rs.9799.99 lakhs (Rupee ninety thousand seven hundred ninety nine lakh and ninety nine thousand only) excluding cost escalation(Cost escalation at actual (subject to maximum of 20%) would also be payable) to the Borrower for the purpose(s) aforementioned and has conveyed the sanction of the Term Loan to the Borrower vide its Sanction Letters No. RECL/4L/2/WB/NEF/2012-13/1214 Dated 11/01/2013 on the terms and conditions stated in the Sanction Letters, (a copy whereof are enclosed hereto as Annexure C). The terms and the conditions stated in Annexure C hereof are to be read alongwith the terms and conditions set forth hereinafter and form part and parcel of the present Agreement.

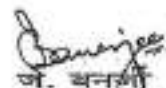
AND WHEREAS the Borrower has by its Resolution dated the 11th day of May 2013 passed at the meeting of its Board on the 11th day of May 2013 has agreed to accept the said loan on the said terms and conditions.(Annexure-D)

AND WHEREAS as per the terms and conditions contained in the Sanction Letters No. RECL/4L/2/WB/NEF/2012-13/1214 Dated 11/01/2013, the Borrower agrees and undertakes to secure the principal sum of the term loan, interest and other charges by way of an exclusive first charge through hypothecation of all unencumbered moveable properties including


 जे. बनर्जी
 J. BANERJEE
 अधीनस्थ प्रबंधक (पूर्वप्रभ) (पूर्वप्रभ)
 Zonal Manager (EZ)
 कलकत्ता विद्युत वितरण निगम लिमिटेड, कोलकाता
 Rural Electrification Corporation Limited, Kolkata


 General Manager (F & A) Corp.
 WBSEDCL,
 Vidyut Bhavan : Salt Lake
 Kolkata-700 091

5. 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.
6. 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.
7. 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.
8. 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 authorised by it for the purpose of carrying out such inspection.
9. 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.


ज. बनर्जी

J. BANERJEE

आंचलिक प्रबंधक (पूर्वांचल)

Zonal Manager (EZ)

सरस इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata



General Manager (F & A) Corp.
WBSEDCL

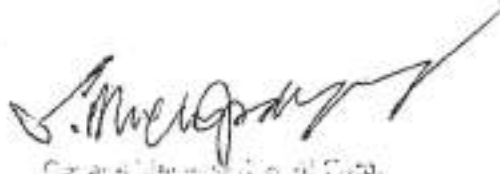
Vijay Bhawan : Salt Lake
Kolkata-700 091

10. 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.
11. 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.
12. Neither this agreement nor any of the rights, obligations hereinafter shall be assigned by the Borrower without the prior written consent of REC.
13. 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.
14. 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.
15. 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.
16. 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.


जे. बानर्जी

J. BANERJEE
अधीनस्थ प्रबंधक (क्षेत्रीय)
Zonal Manager (EZ)

रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata


J. Banerjee

General Manager (EZ)
Rural Electrification Corporation Limited
Kolkata-700014

17. 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.

SIGNED AND DELIVERED


जे. बानेर्जी
J. BANERJEE
अधिलेख प्रबंधक (प्रांतीय)
Zonal Manager (EZ)


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


SIGNED SEALED AND DELIVERED




By SRI S. MUKHOPADHYAY
General Manager (F & A) Corp.
GENERAL MANAGER(F&A) CORPORATE
on behalf of West Bengal State Electricity
Distribution Company Limited

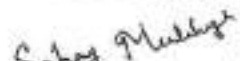
In the presence of _____

1. 
(P. NATH)
Jr. Secy

2. 
(P. S. Kundu)
Sr. AO. SEC

In the presence of _____

1. 
Manager (F & A)
Corporate & Loan & Bond
W. B. S. E. D. C. L.

2. 
Sahay Mukherjee
A.M. (F&A)

*Since all the disbursements are made at Delhi and the repayment are received in Corporate Office, Delhi, substantial cause of action arises in Delhi, substantial cause of action arises in Delhi, so the jurisdiction over the matter shall fall within the jurisdiction in the courts at Delhi.

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 11th of May, 2013 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.



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


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

ANNEXURE - A

आ.इ.सी.लि.

REC, 20. K

कॉपी नं. 1925

दिनांक 14/09/12

प्रा.सु. (न.प.स. (क.स.)) उ.सु. (वि.स. (न.स.)) ले.अ.

इ.लि. ए.प.इ.सी.स.लि. अनु.अ.लि.

West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)



WBSEDCL-Distbn.Projects

BIDYUT BHABAN
2nd FL: 'B' BLOCK
Bidhannagar
KOLKATA 700 091

No. CE/Dist.Project/39/1905

Date : 14.09.2012

To.
The Zonal Manager (EZ),
Rural Electrification Corporation Ltd.,
Zonal Office, ICMARD Building, 7th Floor,
Block No.14/2, CIT Scheme VIII(M),
Ultadanga, Kolkata-700 067

Sir, Sub: Corrected DPRs for Consideration of sanction by REC

Please refer to various correspondences made by your office on Distribution Projects submitted to REC for consideration of sanction under National Electricity Fund (NEF). Based on your observations the projects have been modified and one copy each of the Project Reports along with one CD are submitted with the request to arrange for sanction of these projects under NEF at the earliest. In this respect it may be stated that the schedule of rates for different equipments/items have been considered on the basis of the latest purchase orders placed by WBSEDCL. Statements indicating such schedule of rates are also enclosed. Regarding provision of Security it is stated that Hypothecation of Future assets created out of the Project Cost and Default Escrow will be provided

Yours faithfully,

A.K. Ghosh
14/9/12
(A.K. Ghosh)

Chief Engineer (Distribution Projects)

Engineer-J
14/09/12
Asset - CSM (Chandrabarty)
NEF NB File
17/09/12

Encls :

1. One modified copy of the DPR for augmentation of 33/11 KV S/S
2. One modified copy of the DPR containing 11 KV Feeder bifurcation and augmentation of conductors.
3. One modified copy of the DPR containing replacement of Oil Circuit Breakers
4. A statement indicating latest schedule of rates
5. 33 KV Power Map for all the districts of West Bengal (2 sets)
6. One CD containing DPRs in soft-form

J. BANERJEE
अधीनस्थ प्रबंधक (पूर्वपक्ष)
Zonal Manager (EZ)
रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

S. Banerjee
General Manager (F & A) Corp.
WBSEDCL
Bidyut Bhawan : Salt Lake
Kolkata-700 021

WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO. LTD.

(Government of West Bengal Enterprise)
Office of the Chief Engineer, Dist. Project Department

ANNEXURE-A

Memo No: CE/Dist.Project/39/1692

Dated: 16.07.2012

To,
The Zonal Manager (Eastern Zone)
Rural Electrification Corporation Limited
ICMARD Building, 7th Floor,
Block No. 14/2, CIT Scheme VIII (M),
Ultadanga
Kolkata-700067

জার. ই. বী. লি., আ. ক. কলকাতা
REC. ZO. KOLKATA
ডায়েরী নং ৭৭৭ ৭৭৭
তারিখ ১৬/০৭/১২
সং. মু (ত)/উ. মু. (ই. জি.)/উ. মু. (বিলে)/স. মু. লে. জ.
উ. নি- ১/উ. প. ই. জি./স. নি.- ১/অনু. অ. পি

Attn: Mr. S. Ghosh Dastidar

Sub: Financial Assistance from National Electricity Fund (Interest Subsidy) for Distribution Project under WBSEDCL.

Dear Sir,

We are sending the DPR's for the following projects under WBSEDCL to your end for your checking & acceptance towards arranging sanction of financial assistance under National Electricity Fund (NEF), a new scheme being introduced by MOP, GOI.

Sl.no.	Description of Scheme	Approximate estimated cost
1.	Augmentation of 33/11kv Sub-stations at different locations under WBSEDCL.	Rs. 9877.88 Lakh
2.	Bifurcation & Augmentation of 11kv Feeders including installation of Auto Reclosers & Sectionalisers at different locations under WBSEDCL.	Rs. 51774.00 Lakh
3.	Replacement of 33kv MOCB, 11kv OCB & 11kv OCB RMU by VCB at different locations under WBSEDCL	Rs. 4154.95 Lakh
Total-		Rs. 65806.83 Lakh

We like to mention here that all the work proposed in the above mentioned DPR's are beyond RGGVY & RAPDRP Schemes already been proposed/ sanctioned.

In this connection it is also to be mentioned here that the DPR's under serial no. 1 & 2 were already transmitted to the Executive Director, REC Ltd. (New Delhi) in the month of June'12 informally for examination & suggestions as per direction of the Competent Authority of WBSEDCL.

Please acknowledge the receipt.

Encl: As stated.

Yours Faithfully,

(Signature)
(A.K.GHOSH)
Chief Engineer
Dist. Project Department

(Signature)
Asst. Com. (Operations)
REC W.B. Dist. Project Dept.
Engineer
16/07/12

VIDYUT BHAVAN, 2nd FLOOR, "S" BLOCK, BIDHANNAGAR, KOLKATA - 700 091, Telephone: (033) 2356 9809, Fax: (033) 2356 2455.
e-mail: akg_wbsecl@rediffmail.com.

(Signature)
J. BANERJEE
সঞ্চালক প্রদর্শক (পূর্ববঙ্গ)
Zonal Manager (EZ)
রূরাল ইলেকট্রিকেশন কর্পোরেশন লিমিটেড, কলকাতা
Rural Electrification Corporation Limited, Kolkata

(Signature)
General Manager (F & A) C.E.
WBSEDCL
Vidyal Bhavan : Salt Lake
Kolkata-700 091

Sanction Parameters of P:SI schemes

ANNEXURE - B

State: West Bengal

Utility: WBSEDCL

Category: P:SI (Distribution)

Sl. No.	Name of the P:SI scheme	Name of State	Scheme Code no.	Scheme Cost (without cost escalation) (Rs. Lakhs)	Loan amount* (without cost escalation) (Rs. Lakhs)	Scheme Cost (with cost escalation#) (Rs. Lakhs)	Loan amount* (with cost escalation) (Rs. Lakhs)	Project Period (Years)	Internal Rate of Return %	Sale of Addl. Energy (LUs)	Saving in line losses (LUs)
1	Augmentation of Eighty Seven existing substations in Fourteen districts of West Bengal State. Associated work viz., Transformer Bay addition, addition of Incoming 33 KV line and its Bay, 11 KV Switchgear addition etc. for receiving & evacuation of augmented power capacity of the S/S.	West Bengal	WB-TD-D/S-22/2012-6606	10808.88	9799.99	13066.65	11759.99	3	85.40%	16186.349	0.000

*Loan amount is restricted to 90% as requested by WBSEDCL.

Cost escalation at actuals (subject to maximum of 20%) would also be payable.

Note :

Terms and Conditions for the sanction shall be as per the annexure attached with the Sanction letter issued by the REC Project office.

Annexure-A
2012-13General Manager (P:SI) Corp.
WBSEDCLVidyut Bhawan, Salt Lake
Kolkata-700 091J. BANERJEE
Joint Project Officer (REC)

Zonal Manager (EZ)

REC Eastern Region, Kolkata-700 091

[Signature]
(टी.एल. प्रदीप)
असिस्टेंट (ए.ए.ए. 18)

[Signature]

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

ANNEXURE C

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/NEF/2012-13/1214

Dated: 11/01/2013

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

Sanction Letter

Sub.: Financial assistance of Rs.9799.99 Lakhs (without cost escalation) to WBSEDCL for Augmentation of 87 existing sub-stations in fourteen districts of West Bengal, Associated works, viz. Transformer Bay addition, addition of incoming 33 KV lines & its Bay, 11 KV Switchgear addition etc. for receiving and evacuation of augmented power capacity of the sub-stations during 2012-13 and 2013-14 which are beyond the coverage of RGGVY/R-APDRP schemes under the jurisdiction of WBSEDCL (Scheme Code No. WB-TD-DIS-221-2012-6606) under P:SI(Dist.) category.

Ref: Application for Financial Assistance submitted vide Letter No.CE/Dist.Project/39/1905 dated 14/09/2012 of the Chief Engineer (Distribution Project) WBSEDCL.

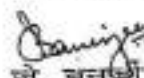
Dear Sir,

Please refer to the above cited Loan Application for financial assistance from Rural Electrification Corporation Ltd. to finance the proposed Electrification works of Augmentation of 87 existing sub-stations in fourteen Districts of West Bengal, Associated works, viz. Transformer Bay addition, addition of incoming 33 KV lines & its bay, 11 KV Switchgear addition etc. for receiving and evacuation of augmented power capacity of the sub-stations during 2012-13 and 2013-14 which are beyond the coverage of RGGVY/R-APDRP schemes under the jurisdiction of WBSEDCL area at a total cost of Rs.10888.88 lakhs (without cost escalation)

The proposal has been considered and REC is agreeable to finance Rupee Term Loan Assistance (the "RTL assistance") to the extent of Rs.9799.99 lakhs (Rupee ninety thousand seven hundred ninety nine lakh and ninety nine thousand only) without cost escalation. Details of the scheme(s) are as follows.

Name of the scheme	Augmentation of 87 existing sub-stations in fourteen districts of West Bengal, Associated works, viz. Transformer Bay addition, addition of incoming 33 KV lines & its Bay, 11 KV Switchgear addition etc. for receiving and evacuation of augmented power capacity of the sub-stations during 2012-13 and 2013-14 which are beyond the coverage of RGGVY/R-APDRP schemes under the jurisdiction of WBSEDCL.
District	24 Parganas(N), 24 Paraganas(South), Howrah, Burdwan, Hoogly, Paschim Medinapur, Birbhum, Bankura, Darjeeling, Dakshin Dinajpur, Malda, Nadia, Murshidabad, & Purulia.

Page 1 of 14



J. BANERJEE

आपत्तिक प्रबंधक (पूर्वपक्ष)

Zonal Manager (EZ)

रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata



General Manager (F & A) Corp.
WBSEDCL

Bidyut Bhawan : Salt Lake
Kolkata-700091

Scheme Code No.	WB-TD-DIS-221-2012-6606
Cost of the project	Rs. 10888.88 lakh
IDC if any	--
Cost Escalation if any(20%)	Rs.2177.78 lakh
Total Cost including Cost escalation #	Rs.13066.65 lakh
Promoter's contribution (Equity component %)	10%
Loan amount sanctioned (without Cost Escalation)	Rs.9799.99 lakh
Loan amount sanctioned (with Cost Escalation)	Rs.11759.99 lakh(Rs.9799.99 lakh + Rs.1960.00 lakh) . However , cost escalation at actual(subject to maximum of 20%) would be payable in addition to the loan amount)
Extent of financing (% of loan to cost may be given)	90%

Cost escalation at actual (subject to maximum of 20%) would also be payable.

- The aforesaid term loan is subject to the general terms and conditions set out in Annexure- I. Details of project sanction are enclosed at Annexure A, B and C. The loan would be further subject to the conditions as set out in the Rupee Term Loan Agreement to be executed between the WBSEDCL and REC. Further, the above sanction is valid, if the works under this scheme is executed on competitive bidding through Turnkey basis.
- The sanction letter is sent to you in duplicate and in case the above terms and conditions are acceptable to WBSEDCL, 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.
- WBSEDCL 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 WBSEDCL in such form as may be required by REC within three 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.
- All the Annexures are deemed to be part of this letter.

It is requested to acknowledge receipt of this letter.

Enclosed : As above

Yours faithfully,

S. Ghosh Dastidar
R-61-13
(S.Ghosh Dastidar)
Zonal Manager (EZ)

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J. Banerjee
J. BANERJEE

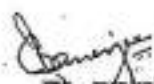
জালাল প্রদীপ (মুদ্রিত)
Zonal Manager (EZ)

কলকাতা বিদ্যুৎ বিতরণ কর্পোরেশন লিমিটেড, কলকাতা
Rural Electrification Corporation Limited, Kolkata

Vidut Bhawan
General Manager (F & A) Corp,
WBSEDCL,
Vidut Bhawan : 601 Lokur
Kolkata-700 091

Copy to:

1. The Director (Finance), WBSEDCL, 7th Floor, Vidyut Bhawan, Salt Lake, Kolkata -700091.
2. The Executive 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. The Chief Engineer (Distribution Project), WBSEDCL, 2nd Floor, Block-B, Vidyut Bhawan, Kolkata-700091.
5. Director (Finance), REC Corporate Office, New Delhi.
6. The General Manager (T&D), Corporate Office, New Delhi.
7. The DGM (F&A)-Loans, Corporate Office, New Delhi.
8. Documentation File
9. Scheme File code No, WB-TD-DIS-221-2012-6606



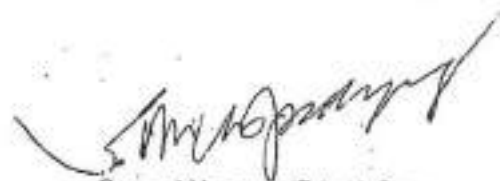
जे. बानेर्जी

J. BANERJEE

जोनल प्रबंधक (पूर्वांचल)

Zonal Manager (EZ)

ग्रामीण विद्युतीकरण कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata



General Manager (F & A) Corp.

WBSEDCL,

Vidyut Bhawan, Salt Lake

Kolkata-700 091

Annexure I

Standard Terms and Conditions for sanction of Rupee Term Loan for the Project of WBSEDCL under P:SI(Dist.) Category:

1. Details of sanctioned Loan Amount:

Name of the scheme	Augmentation of 87 existing sub-stations in fourteen districts of West Bengal, Associated works, viz. Transformer Bay addition, addition of incoming 33 KV lines & its Bay, 11 KV Switchgear addition etc. for receiving and evacuation of augmented power capacity of the sub-stations during 2012-13 and 2013-14 which are beyond the coverage of RGGVY/R-APDRP schemes under the jurisdiction of WBSEDCL.
District	24 Parganas(N), 24 Paraganas(South), Howrah, Burdwan, Hoogly, Paschim Medinipur, Birbhum, Bankura, Darjeeling, Dakshin Dinajpur, Malda, Nadia, Murshidabad, & Purulia.
Scheme Code No.	WB-TD-DIS-221-2012-6606
Cost of the project	Rs. 10888.88 lakh
IDC if any	---
Cost Escalation if any(20%)	Rs. 2177.78 lakh
Total Cost including Cost escalation #	Rs. 13066.65 lakh
Promoter's contribution (Equity component %)	10%
Loan amount sanctioned (without Cost Escalation)	Rs. 9799.99 lakh
Loan amount sanctioned (with Cost Escalation)	Rs. 11759.99 lakh (Rs. 9799.99 lakh + Rs. 1960.00 lakh). However, cost escalation at actual (subject to maximum of 20%) would be payable in addition to the loan amount)

Cost escalation at actual (subject to maximum of 20%) would also be payable.

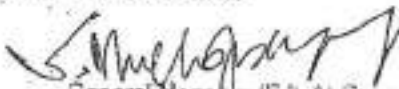
2. **Validity of sanction:** The sanction shall be valid for a period of **three months** from the date of issue of sanction letter, unless all the loan documents are executed to the satisfaction of the REC (referred hereinafter as "the Lender") within **three months** after complying with the Terms & 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 WBSEDCL.

3. **Loan Agreement:**

- The WBSEDCL shall execute within **three months** time or such extended period, as the case may be, a Loan Agreement or "Rupee Term Loan Agreement" (referred hereinafter as "RTLA"), in the form prescribed by the Lender for this purpose.
- All the Terms and Conditions herein and of the RTLA shall have full force and effect till all amounts due from the WBSEDCL under the RTLA are paid off in full to the Lender.

Page 4 of 14

J. BANERJEE
 ज. बानर्जी
 Zonal Manager (EZ)
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The sequence of appearing of the conditions herein is not desired to have any preferential order of implementation and hence should not be construed accordingly. All conditions listed herein shall be applicable either concurrently or as the merit of the case may require without any preference of implementation order.

4. Other Agreements

The WBSEDCL 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. Documents have to be registered and charge created with the ROC affixing on appropriate value of stamp paper, as applicable.

5. Scheme Implementation and Loan Disbursement Period:

a) The WBSEDCL shall complete the work relating to the scheme(s) within the period of 36 months from the date of release of 1st instalment. Unless the Lender agrees otherwise, the WBSEDCL's right to make draws from the Rupee Term Loan shall cease at end of scheme period by default. However, claims submitted within a period of one month after the completion of scheme period will be considered for release.

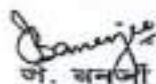
b) The Lender may agree to the request of the WBSEDCL to extend the period of disbursement of loan and implementation of the project by one year which will be in addition to the original project period. However the period of moratorium and repayment of loan will continue to remain the same and will not be affected by the extension in the period of disbursement of loans and implementation of the project.

c) Claims can also be submitted within one month after the completion of scheme period to be considered for release.

6. Certificates to be furnished for facilitating disbursement:

The WBSEDCL shall furnish the following certificates to facilitate disbursement of loan from the Lender:

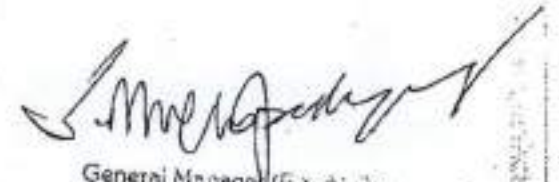
- "That the loan applied for and being granted by the Lender to the WBSEDCL is within the borrowing powers of the WBSEDCL in accordance with the laws, by-laws and rules applicable to it and all formalities required by the laws/by laws regulating the work and conduct of the WBSEDCL in respect of such 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".
- All the works covered under this scheme are being financed by REC and certificate from the authorized Officer of the WBSEDCL that the works for which the claim is being lodged, have not been or are not being proposed to be financed from any other loan from REC or from any other funding agencies, including State Government.
- That the assets created under the scheme, shall remain hypothecated to REC as per terms of agreement (wherever applicable).


J. BANERJEE

অধীক্ষক (কৃষি)
Zonal Manager (EZ)

রূরাল ইলেকট্রিকিটি কর্পোরেশন, কলকাতা
Rural Electrification Corporation, Kolkata

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General Manager (F & A) Dept.
WBSEDCL.
Vidyut Bhawan : Salt Lake
Kolkata-700 091

d) The borrower shall certify that they would adhere to the Policy of Prevention of Fraud in REC and not indulge or allow anybody else working in their organisation to indulge in fraudulent activities and would immediately apprise the organisation of the fraud/suspected fraud as soon as it comes to their notice.

7. Disbursement of Loan Installments/Advance Amount.

The Loan will be disbursed as per existing loan policy circulars/guidelines applicable to T&D category of schemes. Following are the conditions for disbursement of loan amounts:

(i) Mode of Execution: The project shall be executed on Turnkey basis. (Competitive Bidding Basis)

(ii) Disbursement of Loan:

A. First Installment

(a) Eligibility Criteria

- i. The 1st instalment as advance, will be considered only where the Power utility has provided adequate acceptable upfront security to REC. In case of hypothecation of only future assets, first instalment as advance is not eligible.
- ii. 1st instalment of the sanctioned loan amount shall be released only after execution of the prescribed loan agreements/documents, acquisition of land for sub stations has been completed and fulfilment/compliance of all terms and conditions for release of such instalment as per the clauses of this letter. In case of land not yet acquired, first instalment is not payable for the portion of the scheme pertaining to that sub station only.
- iii. In case of turnkey projects, REC shall consider to provide first instalment as advance only if the utility provides advance to the turnkey contractor, and such advance is sought by power utility to meet this requirement, subject to ceding of such advance upto the extent of loan amount as per para (b) below, and on complying with the provisions as per para (i) and (ii) above.

(b) Extent of advance—

- (i) Loan amount more than Rs. 100 cr – upto 10% of loan amount
- (ii) Loan amount more than Rs. 50 cr but is upto Rs. 100 cr – Upto 15% of the loan amount.
- iii) Loan amount upto Rs. 50 cr – Upto 20% of loan amount.

B. Conditions for release of first instalment (either as advance or as first release):

The utility shall submit a bar chart showing major milestones (Issue of NIT, award of contract, finalizing of Third Party/Independent Agency for Monitoring/Quality Assurance/Evaluation (insert the applicable items), design, engineering, supply of material, civil works, erection, testing and commissioning etc.) to be achieved for completion of works to the satisfaction of corporation before release of 1st instalment, either as advance or as first release on reimbursement basis.

C. Subsequent instalments

(i) In case first instalment is drawn as advance by the utility: The 2nd and subsequent instalment of loan would be released on pro-rata reimbursement basis, as per REC norms, of the value of the equipment/material supplied and/or erection work completed or on works completed (as applicable), after adjustment of the 1st instalment proportionately. The detailed progress report should be attached with every claim duly approved and signed by the concerned/authorized officer of the borrower.

Page 6 of 14
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J. BANERJEE
अंचलिक प्रबंधक (पूर्वोत्तर)
Zonal Manager (EZ)
रूरल इलेक्ट्रिकल कर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

General Manager (P & A) Group
WBSEDCL
Vidya Bhawan, Salt Lake
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(ii) In case of non eligibility/ nondrawal of advance: 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.

D. Payment against equipment/material only:

(i) Claims can also be admitted against receipt of material at site.

(ii) 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.

(iii) 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.

(iv) 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.

E. 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/Directpay/2007-08/1886 dated 5.9.2007, as amended from time to time.

F. Final Instalment

The last and final instalment 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.

G. Reimbursement based on cost approved by the Regulator

In case the specific scheme cost is approved subsequently by the regulator, the utility would furnish the details thereof. In case of reduction in scheme cost approved by the regulator vis-à-vis the original REC sanctioned cost, the loan would be accordingly reduced. In case the scheme cost approved by the regulator is more than the scheme cost sanctioned, 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.

H. Reimbursement based on award cost:

In case the project is proposed to be executed on turnkey basis, the utility would furnish a copy of the award letter. In case awarded cost is less than the sanctioned cost, REC's loan would be reduced accordingly. 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.

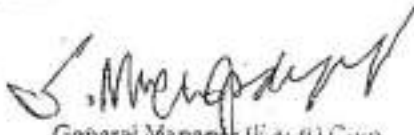
III. Reduction in Aggregate Technical & Commercial (AT&C) losses

Vide REC Circular No. SEC-1/224/2008/13 dt 21st July 2008, the following conditions have been stipulated in case of T&D projects, for exposure beyond the limit of 100% of REC's net worth and these conditions would be applicable in this case:-

- a. 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


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Zonal Manager (EZ)
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Rural Electrification Corporation Limited, Kolkata

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General Manager (F & T) Corp.
WBSEDCL
Vidyut Bhavan, Salt Lake
Kolkata-700 091

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... are less than 30% but more than 20%, the borrowing entity shall undertake to
a minimum 1% per annum for that entity till it reaches the level of 20%
... 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.

IV. Monitoring and Quality Assurance and Evaluation:

- (i) Monitoring of all projects shall be as per the monitoring guidelines issued vide REC/MC/2006-07/1302 dated 28.8.2006, 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 agreed bar chart.
- (ii) In addition to the monitoring as above, Quality assurance of the projects during implementation shall form an integral part of the project and this shall be ensured by the borrower.

8. Interest Rates & Interest Reset Period:

- a) The interest shall be charged on the loan at the rate prevailing on the date of each disbursement as per REC's latest loan policy circular. The present rate of interest is as under:
 - i) With interest reset option after three years - @ 12.25% per annum OR
 - ii) With interest reset option after Ten years - @ 12.50 % per annum.
- b) 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.
- c) Notwithstanding anything stated hereinbefore, it will be open to the Lender to periodically reduce or enhance the rate of interest in respect of loan installments not disbursed up to the date of such revision. The revision in the rate of interest shall take effect from such date as may be notified by the Lender in this behalf.
- d) The WBSEDCL shall exercise the option of the reset of Interest Rate in respect of the Rupee Term Loan before seeking first disbursement of loan and the option once exercised shall be final and binding and can not be modified at a later stage during the subsistence of loan tenure.

9. Loan Repayment / Moratorium Period

- a. The period of moratorium for repayment of principal shall be 3 years from the 15th day of the month of disbursement of first instalment of loan but the entire loan shall be repaid by the WBSEDCL within a period of 13 years (3 years moratorium + 10 years repayment) from the date of disbursement of the first instalment of loan.
- b. The WBSEDCL shall pay interest as indicated in clause (8) above during the period of moratorium. The repayment of principal thereafter will be effected on the basis of equal Annual instalments and interest shall be calculated at the rates prescribed in clause (8) above on the amount outstanding.

Page 8 of 14

Banerjee

जे. बनेरजी

J. BANERJEE

अवसिक प्रबन्धक (मुख्यालय)

Zonal Manager (EZ)

रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

Mukul Ghosh
General Manager (F & A) C. & A.
WBSEDCL.

Vidyut Bhavan : Salt Lake
Kolkata-700 091

- c. It shall be Endeavour of the WBSEDCL to ensure the realization of all payments due from them at the designated bank branch at New-Delhi or other places as may be directed by the Lender on the dates on which the same falls due or immediately preceding working day if such due date is a bank holiday at the recipient branch.

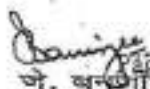
10. Default and Penal Interest

- a) In the event of any installment of interest or principal not being paid to the Lender by the WBSEDCL on the due dates and terms as indicated herein, the WBSEDCL shall pay to the Lender 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.
- b) Further in the event of default in payment of interest and/or repayment of principal by the WBSEDCL, unless otherwise agreed, subsequent receipts shall be appropriated as per the Accounting Policy of the Lender.
- c) Further in case of such defaults, Lender shall have absolute rights to either enforce the entire or any part of securities created under the RTLA and/or to take possession of charged assets including entire or any part of plant/project and sell, transfer or dispose otherwise as the Lender may deem fit beside of taking necessary legal recourse as may be available to the Lender.
- d) The occurrence of default shall be judged during any stage of subsistence of RTLA by the lender at its sole discretion which shall be final.
- e) The Lender shall have right to call for premature repayment of entire or any part of outstanding Loan amount at any time during the subsistence of this RTLA without assigning any reason, if Lender is satisfied that any of terms and conditions of this RTLA has been deviated/violated materially, or the loan amount has been used for the purpose other than the specified purpose, or no work is taken up in the project within one year after drawal of first instalment (unless otherwise approved for revival), or viability of the Project, financial strength of Promoters or the Security created herein has deteriorated substantially, or the scheme is intended for closure with less than 50% financial achievement. And in such an event, the entire outstanding loan shall be immediately payable by the WBSEDCL to the Lender along-with outstanding interest and applicable penal interest shall also be payable from the original date of disbursement of the loan.

11. **Prepayment:** The WBSEDCL shall not prepay the outstanding amount of the Rupee Term Loan in full or in part unless the Lender gives its explicit consent for such repayment. Prepayment of the Rupee Term Loan shall be at the sole discretion and on the terms and conditions (including prepayment premium) as may be stated by the Lender on such request.

12. Service Tax, levies & duties and Other Costs & Expenses.

All rates of interest / fees and other charges mentioned in this agreement are exclusive of service tax and / or any such other levies/ duties. Such service tax/ other levies/ duties, if any applicable, including stamp duties, court fee, professional fees, post and charges for counsel/ advocate's fees for drafting, vetting of loan documents and rendering opinions, advice, creation of security, investigation of title, protection of the Lender's interests and expenses and fees incurred/ borne by the Lender for the monitoring and inspection of the project implementation/ operation by its representative and any other charges or surcharges as levied by the Government or any other statutory authorities on any Rupee Term payment under the loan or any other activity directly applicable to the Term Loan shall be payable by the WBSEDCL to the Lender in addition to and in the manner of the Loan Repayment / Interest Payments.


Page 9 of 14

J. BANERJEE

अवधि अधिकारी (प्रशासन)

Zonal Manager (EZ)

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Rural Electrification Corporation Limited, Kolkata


General Manager (EZ)

WBSEDCL

Vidul Bhattacharya, Zonal Manager
Kolkata-700 031

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I shall also be endeavor of the WBSEDCL to keep indemnified the Lender, at all times during the subsistence of this RTLA, of any loss/ costs/ expenses suffered due to the conduct of WBSEDCL or out of execution of intent RTLA or collection, preservation, disposing or otherwise dealing the offered Securities as per provisions herein.

13. Security

The loan along with interest and other charges shall be secured by providing any of the following options/combination of securities:

Option-I:

- i) Bank Guarantee for a minimum of 25% of the value of loan amount sanctioned.
- ii) Creation of charge by Hypothecation of future assets to be created (out of the project loan sanctioned by REC) up to 100% of the value of loan amount sanctioned; and
- iii) Creation of Charge of Hypothecation of existing assets for the balance 5% of the value of loan amount sanctioned.

OR

Option-II

- i) Creation of charge by Hypothecation of existing fixed assets related to plant and machinery/equipment in Thermal & Hydro - Electric Power Generation Stations and 400/230/220/132/110/66/33 KV power substations and 11/0.415 KV Distribution Sub Stations and all lines from 11 KV upto 400 KV level, for a minimum of 30% of the value of loan amount sanctioned.
- ii) Creation of charge of Hypothecation of future assets to be created (out of the project cost sanctioned by REC).

OR

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.

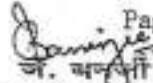
OR

Option-IV

- i) State Government Guarantee 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).

OR

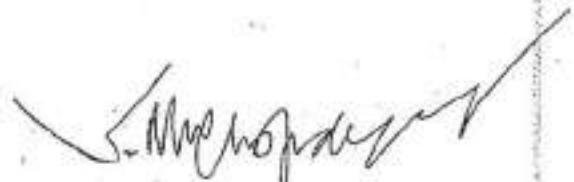
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J. BANERJEE

জাতিসংঘ প্রকল্প (জাতীয়)

Zonal Manager (EZ)

রূরাল ইলেকট্রিফিকেশন কর্পোরেশন লিমিটেড, কোলকাতা
Rural Electrification Corporation Limited, Kolkata


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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 WBSEDCL, as may be prescribed by the Lender before draws of loans are permitted.

OR

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.

OR

Option VII:

In case of State Sector Projects, 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.

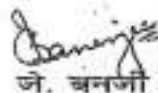
Any of the above options/combinations of securities shall be acceptable to REC subject to the following conditions:-

- 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) State Power Utilities 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.

14. Other Conditions :

(i) Payment security:

- a) As payment security during the construction stage and during the loan repayment period, WBSEDCL shall make operational a default Escrow arrangement for payment to the satisfaction of REC.


ज. बनर्जी

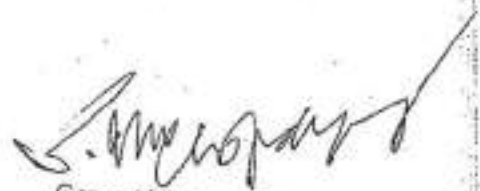
J. BANERJEE

अंचलिक प्रबंधक (पूर्वोत्तर)

Zonal Manager (EZ)

रूरल इलेक्ट्रिकल कर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

Page 11 of 14


General Manager (F & A) Group
WBSEDCL
Vidyut Bhawan, Salt Lake
Kolkata-700 121


- b) The escrow account to be opened will be exclusively in favour of the lender for the due amount and charge shall be created before ROC.
- (ii) If at any time during the subsistence of loan, the Lender is of the opinion that the security provided by the WBSEDCL has become inadequate to cover the balance of the loan then outstanding, the WBSEDCL shall provide and furnish to the Lender additional security as may be acceptable to the Lender to cover such deficiency.
- (iii) In case of privatization of the WBSEDCL, the entire dues of REC to be repaid in full or secured to the satisfaction of REC in the manner that REC would require.
- (iv) In case of asset hypothecation:
- First charge/pari-passu charge on all movable & immovable assets (both present & future) of the project shall be created in favour of REC. Wherever loan is taken against land 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 the REC the right to inspect, take possession thereof and sell the same in accordance with the provisions of the Securitization Act.
 - Project assets to be created including contracts and project documents shall be Mortgaged/hypothecated/Assigned in favour of REC, and further, WBSEDCL 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.
 - It shall be Endeavour for the WBSEDCL 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.

15. Project Progress Reports & Inspection

- The WBSEDCL 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.
- 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:
 - Arrangements for organization, materials/equipment purchased, according to specifications and verification of quality of materials/equipment.
 - Proper modification / improvements of the Transmission / Distribution network, inventory of the material utilized, submission of reports on pre and post efficiency measurements.
- 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 WBSEDCL as may be deemed necessary by them. The WBSEDCL 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.


 J. BANERJEE
 क्षेत्रीय प्रबंधक (पुनर्विकास)
 Zonal Manager (EZ)
 ग्रामीण बिजलीकरण कार्यक्रम निदेशक, कोलकाता
 Rural Electrification Corporation Limited, Kolkata

Page 12 of 14


 General Manager P & A
 WBSEDCL
 Vidut Bhawan, 221, Park Road
 Kolkata 700 017

The WBSEDCL 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 WBSEDCL 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.
- f) The WBSEDCL 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.
- g) The WBSEDCL shall have to certify and satisfy the Lender that necessary budget allocation has been made in the plan outlay for financing the balance/additional cost of the project, for reason(s) whatsoever, before the release of loan by the Lender.

16. Loan Assignment:

The WBSEDCL 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 WBSEDCL 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.

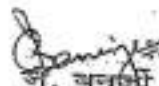
17. Project Clearances

The WBSEDCL 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. Pre-disbursement Conditions :

The obligation of Lender to commit the Rupee Term Loan shall be subject to the WBSEDCL complying with the conditions given below to the satisfaction of the Lender. The WBSEDCL shall always demonstrate that:

- a) WBSEDCL have not defaulted on any of its loans & submit satisfactory cash flow of the project.
- b) WBSEDCL to submit confirmed source of own investment & shall raise and proportionately invest the same along with REC loan (where applicable) & shall not utilize it for repayment/settlement of outstanding liabilities.
- c) WBSEDCL will submit the implementation schedule and draw down schedule, if asked for.
- d) Undertake that all statutory and non-statutory clearances as applicable for implementation of the project have been obtained.
- e) WBSEDCL shall have tied up for equity and balance loan amount, if any, before disbursement.
- f) WBSEDCL has created security as acceptable to REC.


J. BANERJEE

अधीक्षक अभियंता (ग्रामीण)
Zonal Manager (EZ)

रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

Page 13 of 14


General Manager (EZ) of Core
WBSEDCL
Vidyal Bhawan 15
Kolkata-700 041

2. Other Terms & Conditions

The WBSEDCL 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) WBSEDCL shall keep REC informed about any happening/events which shall have a substantial effect on the business of the WBSEDCL & 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, WBSEDCL shall be bound to repay its entire outstanding loan amount immediately.
- d) WBSEDCL not to transfer or abandon the project at any stage or in any manner whatsoever without prior written consent of REC.
- e) WBSEDCL will be required to display board at the site showing that the project is financed by REC.
- f) No dividend would be declared by WBSEDCL if there is any default to the REC's loan.

20. Maintenance of Books of Accounts and Audit thereof

The WBSEDCL 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.

21. Demand Notice

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

22. 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 WBSEDCL 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.

23. 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 WBSEDCL.


ज. बानर्जी
J. BANERJEE
अधीनस्थ प्रबंधक (पूरुविकल)
Zonal Manager (EZ)
रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

Page 14 of 14


General Manager (P & A) Corp.
WBSEDCL
विद्युत बिडान, एन.डी.सी.
Kolkata-700 024

Sanction Parameters of P:SI schemes

General Manager (P & A) Corp
WBSEDCL
For Project Sanction
16/01/2012-2011 (001)

of, WBSEDCL
J. BANERJEE
Regional Manager (P & A)
Rural Electrification Corporation Limited, Kolkata
For Project Sanction
16/01/2012-2011 (001)

State: West Bengal

Utility: WBSEDCL

Category: P:SI (Distribution)

Annexure-A

2012-13

Sl. No.	Name of the P:SI scheme	Name of State	Scheme Code no.	Scheme Cost (without cost escalation) (Rs. Lakhs)	Loan amount* (without cost escalation) (Rs. Lakhs)	Scheme Cost (with cost escalation#) (Rs. Lakhs)	Loan amount* (with cost escalation) (Rs. Lakhs)	Project Period (Years)	Internal Rate of Return %	Sale of Addl. Energy (LUs)	Saving in line losses (LUs)
1	2	3	4	5	6	7	8	9	10	11	12
1	Augmentation of Eighty Seven existing substations in Fourteen districts of West Bengal State. Associated work viz., Transformer Bay addition, addition of incoming 33 KV line and its Bay, 11 KV Switchgear addition etc. for receiving & evacuation of augmented power capacity of the S/S	West Bengal	WB-TD-D/S-22/2012-6606	10888.88	9799.99	13066.65	11759.99	3	85.46%	16188.349	0.000

*Loan amount is restricted to 90% as requested by WBSEDCL.

Cost escalation at actuals (subject to maximum of 20%) would also be payable.

Note :

Terms and Conditions for the sanction shall be as per the annexure attached with the Sanction letter issued by the REC Project office

skaur

(टीएल प्रवीण)
अधीक्षक (पा. एवं वि.)

State: West Bengal
Utility: WBSEDCL
Category: P:SI (Distribution)

Sl. No.	Name of the Scheme	State	Scheme Code No.	Power Sub Stations Involved									
				New Substation				Capacity enhancement					
				No.	Name of Sub Station	KV	MVA	Existing Capacity				Capacity Proposed	
								No.	Name of Sub Station	KV	MVA	KV	MVA
1	Augmentation of Eighty Seven existing substations in Fourteen districts of West Bengal State. Associated work viz., Transformer Bay addition, addition of incoming 33 KV line and its Bay, 11 KV Switchgear addition etc. for receiving & evacuation of augmented power capacity of the S/S	West Bengal	8606					1	Uttar Bhag	33/11	(1x3.15+1x 6.3+1x3)	33/11	(2X6.3+1x3.15)
								2	Mayergheri	33/11	(1x3+1x3.15)	33/11	(1X6.3+1x3.15)
								3	Rania	33/11	(1X6.3+1x5+1x3.15)	33/11	(2X6.3+1x5)
								4	Joynagar	33/11	(3X6.3)	33/11	(2X6.3+1x10)
								5	Pathar pratima	33/11	(2x3.15)	33/11	(1X6.3+1x3.15)
								6	Magrahat	33/11	(1x6.3+1x3)	33/11	(2X6.3)
								7	Beliachandi	33/11	(1x3.15+1x 6.3)	33/11	(2X6.3)
								8	Purba Durgapur	33/11	(2X6.3+1x5)	33/11	(2X6.3+1x10)
								9	M-III	33/11	(1x10+3x6.3)	33/11	(2X6.3+2x10)
								10	M-II	33/11	(1x10+2x6.3)	33/11	(2x10+1x6.3)
								11	Chandiberia	33/11	(1x10+2x6.3)	33/11	(2x10+1x6.3)
								12	Besirhat	33/11	(2X6+1X3.15)	33/11	(1X5+2X6.3)
								13	Kancherapara	33/11/ 6.6	[(1X6.3+1X 5)MVA, 33/ 11 KV +(2x5)MVA, (33x6.6 KV)]	33/11/ 6.6	[(1X6.3+1x 10)MVA, 33 /11KV+(2x 5MVA, 33x6.6 KV)]
								14	Serapole	33/11	(2x3.15)	33/11	(2x6.3)
								15	Jeerat	33/11	(2x3+1x3.15)	33/11	(3X6.3)
								16	Abdulpur	33/11	(3x6.3+1x3)	33/11	(3X6.3+1x10)
								17	Chord Road	33/11	(2x3.15)	33/11	(1x6.3+1x3.15)
								18	Munsirhat	33/11	(2x6.3)	33/11	(3X6.3)
								19	UISC	33/11	(3x6.3)	33/11	(2X6.3+1x10)
								20	Lilua	33/11	(2x6.3+1x10)	33/11	(1X6.3+2x10)
								21	Food Park -I	33/11	(1x6.3+2x10)	33/11	(3X10)
								22	Kona Truck Termination	33/11	(2x6.3)	33/11	(2x6.3+1x10)
								23	Jangalpur-II	33/11	(2x6.3)	33/11	(1x10+1x6.3)

जे. बनेरजी
J. BANERJEE

अधीनस्थ प्रबंधक (पूर्वांचल)
Zonal Manager (EZ)

रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

General Manager (P & A) Corp
WBSEDCL

अधीनस्थ प्रबंधक, कोलकाता
Kolkata 700091

Page 2 of 3			24	Ragunathpur	33/11	2x3.15	33/11	(1x6.3+1x3.15)
			25	Rajbandh	33/11	(2x5+2x3.15)	33/11	(2x5+1x3.15+1x6.3)
			26	Guskara	33/11	(2x5+3x3.15)	33/11	(2x5+2x6.3)
			27	Kullungram	33/11	(3x6.3)	33/11	(4x6.3)
			28	Katwa	33/11	(2x5+1x6.3)	33/11	(3x6.3)
			29	Budbud	33/11	(1x3+1x5)	33/11	(2x6.3)
			30	Nadanghat	33/11	(1x3.15+1x5)	33/11	(1x5+1x6.3)
			31	sadanghat	33/11	(2x5+1x3.15)	33/11	(2x6.3+1x3.15)
			32	Paharhati	33/11	(2x3.15)	33/11	(2x6.3)
			33	Harit	33/11	(2x3.15)	33/11	(2x6.3)
			34	Seakhala	33/11	2x6.3	33/11	(2x6.3+1x3.15)
			35	Nayagram	33/11	(2x3.15)	33/11	(2x6.3)
			36	Salboni	33/11	(2x5+1x3.15)	33/11	(1x5+2x6.3)
			37	Narayan Garh	33/11	(1x3.15+2x6.3)	33/11	(3x6.3)
			38	Goshtore	33/11	(1x3.15+1x6.3)	33/11	(2x6.3)
			39	Sabang	33/11	(2x6.3)	33/11	(3x6.3)
			40	Gopiballavpur	33/11	(1x3+1x3.15)	33/11	(2x6.3)
			41	Belda	33/11	(2x6.3)	33/11	(3x6.3)
			42	Keshpur	33/11	(3x6.3)	33/11	(4x6.3)
			43	Garbeta	33/11	(2x3.15+2x6.3)	33/11	(3x6.3+1x10)
			44	Khirpai	33/11	(2x6.3)	33/11	(3x6.3)
			45	Pingla	33/11	(1x5+1x6.3)	33/11	(1x6.3+1x10)
			46	Mohanpur	33/11	(2x3.15)	33/11	(2x6.3)
			47	Sultangar (Daspur)	33/11	(3x6.3+1x3.15)	33/11	(4x6.3)
			48	Jharla	33/11	(2x6.3)	33/11	(3x6.3)
			49	Sarasenka	33/11	(2x3.15)	33/11	(2x6.3)
			50	Keslary	33/11	(1x3.15+1x6.3)	33/11	(2x6.3)
			51	Poteshpur	33/11	(1x3+1x5+2x6.3)	33/11	(4x6.3)
			52	Ramnagar	33/11	(1x3.15+1x5+1x6.3)	33/11	(1x5+2x6.3)
			53	Bhabanichak	33/11	1x3.15	33/11	2x3.15
			54	Chorpalla	33/11	1x3.15	33/11	2x3.15
55	Purosattam pore	33/11	2x6.3					
			56	Henra	33/11	(1x6.3+1x3.15)	33/11	(2x6.3)
			57	Dubrajpur	33/11	(2x6.3)	33/11	(1x6.3+1x10)
			58	Krmahar	33/11	(1x5+1x6.3)	33/11	(2x6.3)
			59	Bolpur	33/11	(3x6.3)	33/11	(2x6.3+1x10)
			60	Ahmedpur	33/11	(2x6.3)	33/11	(1x6.3+1x10)
			61	Palakar	33/11	(1x3.15+1x6.3)	33/11	(2x6.3)
			62	Pantui	33/11	(1x5+1x3.15)	33/11	(2x6.3)*
			63	Nathati	33/11	(2x6.3+1x3)	33/11	(3x6.3)
			64	Joyrambati	33/11	(2x6.3)	33/11	(3x6.3)
			65	Joypur	33/11	(2x6.3)	33/11	(3x6.3)
			66	Kotulpur	33/11	(1x6.3+1x5+1x3.15)	33/11	(2x6.3+1x5)

J. Banerjee
J. BANERJEE

জাতিরিক্ত প্রশাসক (জরীপাল)
Zonal Manager (EZ)

রural ইলেকট্রিক্যাল কর্পোরেশন, কলকাতা
Rural Electrification Corporation, Kolkata

Mr. K. K. Choudhary
General Manager (F & A) Com.
WBSEDC

Vidyut Bhavan : Salt Lake
Kolkata-700 091

					57	Khatra	33/11	(1x3.15+1x3)	33/11	(1x6.3+1x3.15)
				Page 3 of 3	58	Kharibari	33/11	(2x3.15+1x3)	33/11	(2x6.3)
					59	Bunladpur	33/11	(1x3.15+2x6.3)	33/11	(3x6.3)
					70	Manikchak	33/11	(2x3.15)	33/11	(1x6.3+1x3.15)
					71	Sallachak	33/11	(1x3.15+1x3+2x6.3)	33/11	(4x6.3)
					72	Harischandra pur	33/11	(1x3.15+1x3+1x6.3)	33/11	(2x6.3+1x3.15)
					73	Habibpur	33/11	(2x3.15)	33/11	(1x6.3+1x3.15)
					74	Bamangola	33/11	(2x3.15)	33/11	(1x6.3+1x3.15)
					75	Rabindra bhavan	33/11	(2x6.3)	33/11	(1x6.3+1x10)
					76	Gazol	33/11	(2x3+1x5)	33/11	(2x6.3+1x5)
					77	Kalyani Ph-III	33/11	(1x3.15+1x3)	33/11	(1x3.15+1x6.3)
					78	Shaktipur	33/11	1x3+1x3.15	33/11	1x3.15+1x6.3
					79	Beldanga	33/11	(1x6.3+2x6.3)	33/11	(3x6.3)
					80	Gosjan	33/11	(2x6.3)	33/11	(3x6.3)
					81	Jalangi	33/11	(1x6.3+1x3.15)	33/11	(2x6.3)
					82	Kandi	33/11	(2x5+2x6.3)	33/11	(4x6.3)
					83	Aurangabad	33/11	(1x3+1x6.3)	33/11	(2x6.3)
					84	Salor	33/11	(1x5+2x6.3)	33/11	(1x5+3x6.3)
					85	Bhabaninagar	33/11	(2x3+2x6.3)	33/11	(4x6.3)
					86	Choa	33/11	(2x3)	33/11	(1x6.3+1x3)
					87	Bhagabangola	33/11	(1x3.15+1x3)	33/11	(1x6.3+1x3.15)

* Utility has considered the cost of only 1 no. 6.3 MVA transformer in the cost data

प्रवीण
(सीईटी प्रवीण)
अभिषेक (पा. एड वि.)

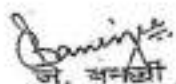
Handwritten signature/initials.

J. SANERJEE
ज. सनर्जी
अंचलिक प्रबंधक (पूर्वांचल)
Zonal Manager (EZ)
रूरल इलेक्ट्रिफिकेशन कॉर्पोरेशन लिमिटेड, कोलकाता
Rural Electrification Corporation Limited, Kolkata

General Manager (F & A) Corp.
WBSEDCL
Vidyut Bhavan : Salt Lake
Kolkata-700 091

State: West Bengal
Utility: WBSEDCL
Category: P-SI (Distribution)

S. No.	Name of District	Name of Sub-station	Details of Work involved	Estimated cost (in Rs. Lakh)
1	24 Parganas (S)	Uttar Bhag	Augmentation of Power-Transformer capacity from (1x3.15+1x6.3+1x3)MVA to (2X6.3+1x3.15) MVA at Uttarbhag 33/11 KV sub-station under Barasat (D) division and related works	98.74
2		Miyargheri	Augmentation of Power-Transformer capacity from (1x3+1x3.15)MVA to (1X6.3+1x3.15) MVA at Miyargheri 33/11 KV sub-station under Barasat (D) division and related works	57.53
3		Ranla	Augmentation of Power-Transformer capacity from (1X6.3+1x5+1x3.15)MVA to (2X6.3+1x5) MVA at Ranla 33/11 KV sub-station under Garia (D) division and related works	52.97
4		Jaynagar	Augmentation of Power-Transformer capacity from (3X6.3)MVA to (2X6.3+1x10) MVA at Jaynagar 33/11 KV sub-station under Barasat (D) division and related works	123.20
5		Pathar pratima	Augmentation of Power-Transformer capacity from (2x3.15) MVA to (1X6.3+1x3.15) MVA Pathar Pratima 33/11 KV sub-station under Barasat (D) division and related works	44.85
6		Mograhat	Augmentation of Power-Transformer capacity from (1x6.3+1x3) MVA to (2X6.3) MVA at Mograhat 33/11 KV sub-station under Barasat (D) division and related works	83.22
7		Belaichandi	Augmentation of Power-Transformer capacity from (1x3.15+1x6.3) MVA to (2X6.3) MVA Belaichandi 33/11 KV sub-station under Barasat (D) division and related works	43.10
8	24 Parganas (S)	Purba Durgapur	Augmentation of Power-Transformer capacity from (2X6.3+1x5)MVA to (2X6.3+1x10) MVA at Purba Durgapur 33/11 KV sub-station under Diamond Harbour (D) division and related works	140.27
9		M-II	Augmentation of Power-Transformer capacity from (1x10+3x6.3)MVA to (2X6.3+2x10) MVA at M-II 33/11 KV sub-station under Bidhannagar (D) division and related works	102.55
10		M-I	Augmentation of substation capacity from (1x10+2x6.3) MVA to (2x10+1x6.3) MVA at M-I 33/11 KV sub-station under Bidhannagar (D) Division-I and related works	115.75
11		Chandberia	Augmentation of substation capacity from (1x10+2x6.3) MVA to (2x10+1x6.3) MVA at Chandberia 33/11 KV sub-station under Bidhannagar (D) Division-I A and related works	116.88
12		Basirhat	Augmentation of PTR capacity from (2X5+1X3.15)MVA to 1X5+2X6.3)MVA at Basirhat 33/11 KV sub-station and related works	128.37
13	24 Parganas (N)	Kanchrapara	Augmentation of PTR capacity from [(1X6.3+1X5)MVA, 33/11 KV + (2x5)MVA, 33/6.6 KV] to [(1X6.3+1x10)MVA, 33/11 KV + (2x5)MVA, 33/6.6 KV] at Kanchrapara 33/11/6.6 KV 33/11 KV sub-station under Nalhati (D) Division and related works	152.22
14		Serapole	Augmentation of Power Transformer capacity from (2x3.15)MVA to (2x6.3) MVA at Nayaigram 33/11 KV sub-station under Kharagpur (D) division and related works	122.96
15		Jeerat	Augmentation of Power-Transformer capacity from (2x5+1x3.15) MVA to (3X6.3) MVA including modification of switchyard & new control room building at Jeerat 33/11 KV sub-station under Barasat (D) division and related works	382.49
16		Abdalpur	Augmentation of Power-Transformer capacity from (3x6.3+1x3) MVA to (3X6.3+1x10) MVA at Abdalpur 33/11 KV sub-station under Barasat (D) division and related works	194.79


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17		Chord Road	Augmentation of substation capacity from (2x3.15) MVA to (1x6.3+1x3.15) MVA at Chord Road 33/11 KV sub-station under Naihati(D) Division and related works	57.3
18	Howrah	Munshihat	Augmentation of Power Transformer capacity from (2x6.3) MVA to (3x6.3) MVA at Munshihat 33/11 KV sub-station under Howrah (D) division and related works	104.15
19		UGC	Augmentation of Power Transformer capacity from (3x6.3) MVA to (2x6.3+1x10) MVA at UGC 33/11 KV sub-station under Uluberia (D) division and related works	127.92
20		Ulub	Augmentation of Power Transformer capacity from (2x6.3+1x10) MVA to (1x6.3+2x10) MVA at Ulub 33/11 KV sub-station under Howrah (D) division and related works	123.12
21		Food Park-II	Augmentation of Power Transformer capacity from (3x6.3+2x10) MVA to (3x10) MVA at Food Park-II 33/11 KV sub-station under Uluberia (D) division and related works	117.17
22		Kona Truck Termination	Augmentation of Power Transformer capacity from (3x6.3) MVA to (2x6.3+1x10) MVA at Kona TT 33/11 KV sub-station under Howrah-I (D) division and related works	137.47
23	Howrah	Jangalpur-II	Augmentation of substation capacity from 2x6.3 MVA to (1x10+1x6.3) MVA at Jangalpur 33/11 KV sub-station under Howrah(D) Division-II and related works	119.66
24		Raghunathpur	Augmentation of substation capacity from 2x9.15 MVA to (3x6.3+1x3.15) MVA at Raghunathpur 33/11 KV sub-station under Pragarh(O&M) sub-division and related works	108.69
25	Burdwan	Rajbandh	Augmentation of substation capacity from (2x5+2x3.15) MVA to (2x5+1x3.15+1x6.3) MVA including modification of switchyard & new control room Building at Guskara 33/11 KV sub-station and related works	240.76
26		Guskara	Augmentation of PTR capacity from (2x5+3x3.15) MVA to (2x5+2x6.3) MVA including modification of switchyard & new control room Building at Guskara 33/11 KV sub-station and related works	297.19
27		Kusumgram	Augmentation of Power Transformer capacity from (3x6.3) MVA to (4x6.3) MVA at Kusumgram 33/11 KV sub-station under Kalna Division and related works	148.76
28	Burdwan	Katwa	Augmentation of substation capacity from (2x5+2x6.3) MVA to (3x6.3) MVA at Katwa 33/11 KV sub-station under Katwa(D) Division and related works	116.45
29		Budbud	Combined scheme for augmentation of Power Transformer capacity from (1x3+1x5) MVA to (2x6.3) MVA at Bud Bud 33/11 KV sub-station under Panagarh sub-division and related works	149.75
30		Nadenghat	Augmentation of substation capacity from (1x3.15+1x5) MVA to (1x5+1x6.3) MVA at Nadenghat 33/11 KV sub-station under Kalna(D) Division and related works	72.23
31		Sadarghat	Augmentation of substation capacity from (2x5+1x3.15) MVA to (2x6.3+1x3.15) MVA at Sadarghat 33/11 KV sub-station under Burdwan(D) Division and related works	126.52
32		Paharhat	Augmentation of Power Transformer capacity from (2x3.15) MVA to (2x6.3) MVA at Paharhat 33/11 KV sub-station under Memari(D) division and related works	162.83
33	Hugly	Harit	Augmentation of Power Transformer capacity from (2x3.15) MVA to (2x6.3) MVA at Harit 33/11 KV sub-station under Xharagpur (D) division and related works	164.95
34		Seskhala	Augmentation of substation capacity from 2x6.3 MVA to (2x6.3+1x3.15) MVA at Seskhala 33/11 KV sub-station under Tarakpur(D) Division and related works	36.25
35	Paschim Medinipur	Nayagram	Augmentation of Power Transformer capacity from (2x3.15) MVA to (2x6.3) MVA at Nayagram 33/11 KV sub-station under Xharagpur (D) division and related works	142.15
36		Saiboni	Augmentation of PTR capacity from (2x5+1x3.15) MVA to (1x5+2x6.3) MVA at Saiboni 33/11 KV sub-station and related works	212.57
37		Narayan Gari	Augmentation of substation capacity from (2x3.15+2x6.3) MVA to (3x6.3) MVA at Narayan Gari 33/11 KV sub-station under Xharagpur (D) Division and related works	98.21


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38	Paschim Medinipur	Goaltore	Augmentation of substation capacity from (1X3.15+1x6.3)MVA to (2X6.3)MVA at Goaltore 33/11 KV sub-station under Midnapore (D) Division and related works	70.29
39		Sabang	Augmentation of substation capacity from (2x6.3) MVA to (3x6.3) MVA at Sabang 33/11 KV sub-station under Kharagpur(D) Division and related works	39.46
40		Gopiballapur	Augmentation of Power Transformer capacity from (1x3+1x3.15)MVA to (2x6.3) MVA at Gopiballapur 33/11 KV sub-station under Midnapore (D) Division and related works	134.34
41		Belda	Augmentation of substation capacity from (2x6.3) MVA to (3x6.3) MVA at Belda 33/11 KV sub-station under Kharagpur(D) Division and related works	175.45
42		Keshpur	Augmentation of substation capacity from (3x6.3)MVA to (4X6.3)MVA at Keshpur 33/11 KV sub-station under district of Paschim Midnapore and related works	84.77
43		Garbeta	Augmentation of substation capacity from (2x3.15+3x6.3) MVA to (3x6.3+1x10) MVA at Garbeta 33/11 KV sub-station under Midnapore(D) Division and related works	173.52
44	Paschim Medinipur	Khirpai	Augmentation of Power Transformer capacity from (2x6.3)MVA to (3x6.3) MVA at Khirpai 33/11 KV sub-station under Ghatal(O&M) sub-division and related works	139.16
45		Pingla	Augmentation of substation capacity from (1x5+1x6.3) MVA to (1x6.3+1x10) MVA at Pingla 33/11 KV sub-station under Kharagpur(D) Division and related works	159.60
46		Mohanpur	Augmentation of power transformer capacity from (2x3.15)MVA to (2x6.3) MVA at Mohanpur 33/11 KV sub-station and related works	167.65
47		Sultannagar (Despur)	Augmentation of substation capacity from (3x6.3+1x3.15) MVA to (4x6.3) MVA at Sultannagar 33/11 KV sub-station under Ghatal(D) Division and related works	69.1
48		Jharla	Augmentation of Power Transformer capacity from (2x6.3)MVA to (3x6.3) MVA at Jharla 33/11 KV sub-station under Kharagpur(D) division and related works	131.66
49		Sarasanka	Augmentation of power transformer capacity from (2x3.15)MVA to (2x6.3) MVA at Sarasanka 33/11 KV sub-station and related works	163.97
50	Paschim Medinipur	Keshary	Augmentation of substation capacity from (1x3.15+1x6.3) MVA to (2x6.3) MVA at Keshary 33/11 KV sub-station under Kharagpur (D) Division and related works	75.28
51	Purba Medinipur	Potashpur	Augmentation of substation capacity from (2x3+1x5+2x6.3) MVA to (4x6.3) MVA at Singda(Potashpur) 33/11 KV sub-station under Contai(D) Division and related works	184.03
52		Ramnagar	Augmentation of substation capacity from (1x3.15+1x5+1x6.3) MVA to (1x5+2x6.3) MVA at Ramnagar 33/11 KV sub-station under Contai(D) Division and related works	89.84
53		Bhabanichak	Augmentation of substation capacity from 1x3.15 MVA to 2x3.15 MVA at Temporary Bhawanichak 33/11 KV sub-station under Contai(D) Division	49.76
54		Chorpalla	Augmentation of substation capacity from 1x3.15 MVA to 2x3.15 MVA at Temporary Chorpalla 33/11 KV sub-station under Contai(D) Division	46.17
55		Purosattampore	Installation of New 33/11KV sub-station with 2x6.3 MVA Transformer at Purosattampore under Contai (D) division and related works	452.43
56		Henria	Augmentation of power transformer capacity from (1x6.3+1x3.15)MVA to (2x6.3) MVA at Henria 33/11 KV sub-station and related works	84.41
57	Birbhum	Dubrajpur	Augmentation of Power-Transformer capacity from (2X6.3)MVA to (1X6.3+1x10) MVA at Dubrajpur 33/11 KV sub-station under Suri (D) division and related works	124.04
58		Kirnabar	Augmentation of Power-Transformer capacity from (1x5+1X6.3)MVA to (2X6.3) MVA at Kirnabar 33/11 KV sub-station under Suri (D) division and related works	79.00
59	Birbhum	Bolgur	Augmentation of Power-Transformer capacity from (3X6.3)MVA to (2X6.3+1x10) MVA at Bolgur 33/11 KV sub-station under Suri (D) division and related works	129.72
60		Ahmedpur	Augmentation of Power-Transformer capacity from (2X6.3)MVA to (1X6.3+1x10) MVA at Ahmedpur 33/11 KV sub-station under Suri (D) division and related works	124.04

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