

**Delhi Electricity Regulatory Commission**  
**Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi – 17.**

F.11(166)/DERC/2005-06

**Petition No. 11/2005**

**In the matter of:** Payment of Rebate on power purchase bills during the period July 2002 to July, 2004 as per the provisions of Bulk Supply Agreement.

**AND**

**In the matter of:**

BSES Rajdhani Power Ltd.  
Through its: **CEO**  
BSES Bhawan, Nehru Place,  
New Delhi-110019.

**...Petitioner**

**Versus**

Delhi Transco Ltd.  
Through its: **Chairman and Managing Director**  
Shakti Sadan,  
Kotla Marg,  
New Delhi-110002.

**...Respondent**

**Coram:**

**Sh. Shyam Wadhera, Member.**

**Appearance:**

1. Sh. Nirmaljit Singh, GM(Comml.), DTL;
2. Sh. N. K. Sharma, Manager(Tariff), DTL;
3. Sh. Hareshinder Singh, Manager, DTL;
4. Sh. Indraneel Deb, DGM(Finance), BRPL;
5. Sh. Rajeev Chowdhury, Head, Regulatory, BRPL.

**ORDER**

(Date of Hearing: 01.02.2011)  
(Date of Order: 04.02.2011)

1. M/s. BSES Rajdhani Power Ltd., the Petitioner, has filed a Petition regarding payment of rebate by Delhi Transco Ltd. on the power purchase bills during the period July, 2002 to July, 2004 as per the provisions of Bulk Supply Agreement.
2. The Petitioner has brought this dispute against the Delhi Transco Ltd. who had been purchasing power for the DISCOMs by virtue of the Delhi Electricity Reforms (Transfer Scheme) Rules, 2001. In pursuance to the said Transfer Scheme, a Bulk Supply Agreement between the Petitioner and the Respondent was signed which came into effect from July 1<sup>st</sup>, 2002.

3. Article 11 of the Bulk Supply Agreement (*hereinafter called BSA*) provides for a dispute resolution mechanism whereby any matter of dispute between the two parties, if not mutually resolved, would be referred to the Commission for arbitration and settlement.
4. Section 11(1)(o) of the Delhi Electricity Reform Act, 2000 empowers the State Commission to adjudicate upon the disputes and differences between the licensees and/or Transmission utilities and to refer the matter for arbitration. A similar kind of provision is also available under the Electricity Act, 2003 under Section 86(1)(f) and, therefore, this matter has been referred to the Commission for adjudication.
5. It is the case of the Petitioner that they had started the distribution business and were making payments towards the power purchase on the basis of Bulk Supply Agreement and availed rebate in terms of para 4 of Schedule-B of the BSA which states as follows: -

*"Rebate for payment before due date  
Except during a period when the Company is in payment default or material default of any of its obligations of the Bulk Supply Agreement, if the Company makes payment of amounts due to Transco before the due date(s) of payment, then for the period the payment is made prior to the due date, the Company shall be eligible for a rebate at the rate of 2.5% per month, on the amount which has been paid prior to due date."*

6. The petitioner while making payment for its power purchase bills to the Respondent as per the BSA reduced it by the amount of rebate permissible. Clause 5.7 read together with Schedule-B of the BSA provided for rebate available to the Petitioner on the amount to be paid to the Respondent, if such payment was made before the due date of payment.
7. It is submitted by the Petitioner that the payment mechanism was in accordance with the guidelines on availing rebate on payment of power purchase issued by the Central Electricity Regulatory Commission (*hereinafter called CERC*). The methodology of CERC was considered in view of Section 2.3 of the BSA which indicates that the agreement shall stand modified automatically as per the licenses, Regulations or orders of CERC.
8. The Petitioner submits that they have interpreted the provisions of the BSA read with the Regulations notified by CERC, as per the practice in the

industry. Accordingly, the rebate is available to the purchaser on an amount paid prior to the due date for the entire period up to the due date regardless of whether the full invoice amount is paid or not and period up to the due date.

9. The Petitioner has further submitted that the Respondent has not adopted the payment mechanism and calculation of the rebate permissible to the Petitioner. The Petitioner has submitted that this methodology of computation of the rebate is as per the BSA, but to maintain good business relations and at the instance of the Respondent, they have released the full payment of the power purchase bills without deduction of the rebate for prior payment, under protest, pending resolution of the dispute.
10. The Petitioner submitted that during the period June, 2003 to July, 2004 even though the Petitioner have paid total amount of the bills at the instance of the Respondent, the Respondent is yet to issue any credit note for the rebate due to the Petitioner.
11. The Petitioner further submitted that the contesting parties, herein, are holding divergent views on the methodology of computation of rebate. In view of the above differences the Petitioner had moved a petition on 26.12.2003 which raised, inter-alia, following issues: -
  - (a) Number of days for which rebate would be admissible to the DISCOMs for the first four monthly invoices raised by DTL i.e. from August to November 2002.
  - (b) The period for which rebate @ 2.5% would be allowed to the DISCOMs when they made the payments ahead of the due dates from December 2002 onwards.
  - (c) Whether the DISCOMs have the liberty to deduct the rebate admissible to them and forward the net amount to DTL or should DISCOMs pay the full amount due and avail the discount to be paid by DTL subsequently.
  - (d) Whether the rebate of 2.5% is to be paid at the time of each instalment during any month or should it be paid only at the end of the month.
  - (e) Should the rebate be calculated on the actual number of days in a month instead of assuming a flat period of 30 days in a month.

12. It is submitted by the Petitioner that the BSA as per Article 2.23 of the BSA stood modified as per the Commission's Order dated 29.07.2004. It is stated by the Petitioner that the aforesaid Order stated that for the disputed period i.e. between July, 2002 to June, 2004, no Late Payment Surcharge (LPSC) or penal action to be imposed by either party on the other, which clearly implies that a different and amicable rebate settlement mechanism has to be adopted for this period as the Petitioner were making payment towards power purchase to the Respondent interpreting the provisions of the BSA.
13. It is submitted by the Petitioner that the Commission's Order necessarily meant that the DISCOMs would be allowed rebate in accordance with clause 12(ii) of the order on the amount paid prior to the due date for the entire period up to the due date regardless of whether full amount of the bill is paid or not. Net rebate was determined by the Respondent at the end of the month considering the allowable rebate and LPSC admissible, if any. It is further added that due considerations shall be made for the material default in BSA including payment other than energy payments for which there are specific provisions for rebate/LPSC. LPSC/interest or other penal consequences shall not apply for the period prior to the date of the order of the Commission.
14. The Petitioner has submitted that pursuant to the Commission's Order, the Respondent has claimed Rs.6,39,02,555/- from BRPL. It is contended by the Petitioner that contrary to the claim by the Respondent, the BRPL has claimed a sum of Rs.1,03,98,622/- from the Respondent.
15. It is contended on behalf of the Respondent that they have disallowed the rebate for the month of August, 2002, September, 2002 and from November 2002 to May 2003 on the ground of short payment. The Respondent has emphasised that unless full payment is received against each monthly bills, no rebate is admissible, in spite of the fact that some instalments were paid well ahead of the due dates. The rebate for the entire month on pre paid instalments has been not allowed to the Petitioner on the ground that there are defaults in payment of some of the instalments. It is submitted by the Petitioner that this stand is contrary to the Commission's Order dated 29.07.2004
16. The Petitioner contended that the Respondent are mis-interpreting the Commission's Order dated 29.07.2004 and they are insisting that the

rebate shall be contingent on the full payment of the instalments by the Petitioner. It is incorrect to state that if such instalments are short, then they are not entitled to rebate as per the BSA. The Petitioner has submitted that they tried their level best to reach an amicable settlement and adopt an accounting methodology by mutual agreement. Further, they have submitted that the Respondent may be directed to adhere to the Commission's order dated 29.7.2004 and allow the Petitioner for the advance payment made by them without making it contingent on full payment of all instalments of the Petitioner.

17. The Respondent have raised the preliminary objection that the present Petition is not maintainable since it is arise out of the Commission's Order dated 29.07.2004. In case there was any grievance of the Petitioner, they could have filed an appeal before the appropriate authority or could have come before this Commission for review. Now the Petitioner cannot take undue advantage of the order of the Commission dated 29.07.2004 by filing this petition.
18. The Respondent has submitted that the Petitioner have made short payment during the following period: -

**BSES Rajdhani Power Ltd.**

1.	August'02	Short payment	Rs.1,02,50,000/-
2.	September'02	-do-	Rs.1,59,68,963/-
3.	Novemembr'02	-do-	Rs.8,53,64,036/-
4.	December'02	-do-	Rs.1,64,47,480/-
5.	January'03	-do-	Rs.3,09,91,694/-
6.	February'03	-do-	Rs.2,31,42,694/-
7.	March'03	-do-	Rs.1,58,89,870/-
8.	April'03	-do-	Rs.97,50,225/-
9.	May'03	-do-	Rs.99,28,878/-
		<b>Total</b>	<b>Rs.21,77,33,840/-</b>
		Less excess in Oct'02	Rs.5,52,94,483/-
		<b>Net short payment</b>	<b>Rs.16,24,39,357/-</b>

The Respondent submitted that against the aforesaid short payment, BRPL had made the payment of Rs.5,98,03,466/- on 28.08.2003. In view of para 4 of Schedule-B of Bulk Supply Agreement, no rebate is admissible to the Petitioner on account of payment default as indicated. During the period from June, 2003 to July, 2004, rebate has been allowed and same is adjusted against the previous short payments without levy of LPSC on short payments as per orders of the Commission.

19. The Respondent has further submitted that BRPL has made material default due to non-maintenance of letter of Credit (herein after called LC) of requisite amount as per Clause 5.3(C) of BSA. The required amount of LC to be maintained by BRPL was Rs.126 crore, whereas they were maintaining LC of Rs.100.80 crore, during April 2003. It is further added that the LC which was required to be maintained in April 2004 by BRPL was Rs.140/- crore whereas they had only Rs.126/- crore on that date which amounts to material default on the part of BRPL. The Respondent has submitted that the Commission's order dated 29.07.2004 had stated that "DISCOMs are to pay the full instalment for each due date instead of deducting rebate on their own and forwarding the net amount to DTL. It is directed that the rebate, if admissible, would be adjusted in the last instalment of the month."
20. The Respondent further submitted that the Petitioner had made short payments by way of deduction of excess rebate which was not admissible. When the Commission had decided the methodology of computation of rebate, the reconciliation of the account provisionally was made working out the admissible rebate, excess payments and short payments right from the date of unbundling. Wherever, the excess payments were made by the Petitioner after considering the allowable rebate, the same is carried forward to the subsequent months. Short payments which were much more than excess payments have been adjusted to work out the net payable amount, as decided by the Commission's Order dated 29.07.2004. It is submitted by the Respondent that no LPSC on short payments has been levied in computation of the total admissible rebate. It is also stated that observations were made by the CAG that the order passed by the Commission indicated that no rebate has to be allowed for months of short payments. Therefore, Petitioner do not have right to claim any advantage/incentives for the period of excess payments, as no disincentive or penalty has been levied for the period of short payments.
21. The parties were heard on 11.11.2005 and again on 19.11.2009. The issue which confronts this Commission in this Petition is that what shall be the rebate admissible to the parties. The issue before the Commission has its roots in the **Commission's Order dated 29.07.2004** wherein, the Commission had given directions to the Licensee with regard to the

provisions of the BSA, so as to settle the dispute arising between the Distribution Companies and the Transmission Company.

22. The issue raised in the previous petition brought before the Commission, which was disposed by Order of 29.07.2004 was regarding interpretation of BSA. The Bulk Supply Agreement provided for payments for the 1st four months after the agreement to be payable on the date falling after 20 days of the date of delivery of invoice and thereafter on each of the 4th, 9th, 14th, 19th and 24th and last day of every month and the amount payable on such dates would be equivalent to 1/6th of one month's average billing based on most recent past three months billing with the adjustments to be made on last working day of the month.
23. The Respondent relied on Article 5.2 of the BSA and argued that BRPL itself is deducting the rebates for every instalment paid by it, whereas, rebate, if any, could be paid to it only while making the last payment at the end of the month because even if a few instalments were paid on the respective dates as per the agreement, it cannot be assumed that the remaining instalments would also be paid on the due dates. It is only while paying the last instalment that the rebate would be permissible and in terms of the agreement BRPL was not entitled to make deduction from every instalment.
24. While BRPL held divergent views on the interpretation of the said provisions of the BSA it held that the amounts payable on the monthly invoice are divided into six parts and payable on separate 'Due dates'. The payment on the first five instalments are well known before the receipt of monthly invoice as these instalments are to be calculated as 1/6th of the arithmetic average of preceding three months' invoice. The admissibility of Rebate and late payment surcharge has to be determined as per the payment against a 'Due Date '. Since the amount payable is known well in advance, the DISCOMs can claim their rebate as admissible at the time of advance payment of such instalments. The Bulk Supply Agreement does not mention that the DISCOMs are prohibited to make advance payments to the instalment before that instalment becomes due. The DISCOMs have drawn support from the MOU between PTC and Transco and the PPA of NTPC where adjustment of rebate is very liberal.
25. The operative part of the Commission's Order dated 29.07.2004 is as under:-

"On the issue of admissibility of rebate for the months from Dec.2002 onwards, the Commission is of the opinion that rebate to DISCOMS would be admissible for the number of days depending upon when any advance amount is being paid and what is the due date. If an amount "X" is paid on the 1<sup>st</sup> of the month for payment related to the 4<sup>th</sup>, then this amount "X" will qualify for rebate for 3 days. Likewise, if an amount "X" is paid on the 1<sup>st</sup> of the month for payment related to the 9<sup>th</sup> of the month then the amount "X" will qualify for rebate for 8 days. The submission of the TRANSCO that the rebate is payable only for the intervening periods is not borne out by the text of the Agreement. The DISCOMS, however, cannot pay for energy consumed before the first day of the succeeding month, implying that for energy consumed in the month of July, the DISCOMS cannot pay to TRANSCO before the first of August of the same year.

TRANSCO is correct in its submission that rebate can be calculated only at the end of the month since Clause 5.2 (d) states that rebate is admissible only during the period when the Company has not made any other payment or material default of any of its other obligation of BSA. The word "period" in this context has to be the month in question and "other" would indicate payments other than the ones related to payments for energy supplied by TRANSCO. TRANSCO will, therefore, calculate the admissible rebate at the end of the month depending upon the advance/late payments made by the DISCOMS. TRANSCO, in any case, has the option of encashing the Letters of Credit to the extent it has not received payment from the DISCOMS. Rebate/LPSC for each payment has to be calculated separately and so accounted for at the end of the month by TRANSCO in their reconciliation.

TRANSCO is also correct in its submission that the DISCOMS are to pay the full instalment for each due date instead of deducting rebate on their own and forwarding the net amount to TRANSCO. Clause 5.2 (d) of the BSA is categorical wherein it states that the Company shall pay the full amount of such monthly invoice to TRANSCO without deduction or set-off or withholding of any account whatsoever, unless otherwise agreed between the parties concerned or as directed by the Commission. The Commission, however, feels that in such a situation, the BSA should have also mentioned the procedure for seeking rebate and also indicated the penalty to be levied on the TRANSCO if the rebate is not given to the DISCOMS within the prescribed time. In the absence of any details in the BSA, the Commission directs that the rebate, if admissible, would be adjusted in the last instalment of the month. In case additional money is due to the DISCOMS even after adjustments at the time of the last instalment, TRANSCO will arrange to make payment on the very next working day. Any delay on the part of TRANSCO shall invite a penal charge of 2.5% per month of the amount in question.

As far as the calculation of rebate is concerned, it will be calculated on the actual number of days in a month instead of assuming the flat period of 30 days in a month.

The Commission is agreeable to the submission of the DISCOMS that for recomputation of the rebate which may have to be done in view of this Order of the Commission, the matter may be considered between the parties without attracting LPSC, interest or any other penal consequences on either party."



26. Considering the conflicting claims of the parties, the Commission laid down the following principles to be adopted in preparing a joint statement of account by both the parties for the purpose of passing the Order:

i) The Bulk Supply Agreement signed between Delhi Power Supply Company and the DISCOMs on 27.06.2002 provides as follows:

(a) Clause 5.2(b) of the BSA envisages payment of monthly invoice within 20 days of issuance of invoice upto November, 2002. The same is reproduced as under:

***"5.2(b)** From the month of the date of the transfer, for four monthly invoices i.e. till November, 2002, the amount of each monthly invoice shall become payable by COMPANY on the date falling 20 days after the date of delivery of such monthly invoice."*

(b) Clause 5.2(c) envisages that w.e.f. December, 2002, payments shall be made on 4<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup>, 24<sup>th</sup> and the last date of the month. The same is reproduced as under:

***"5.2(c)** After the first four monthly invoice i.e. till November, 2002, as stated in Clause 5.2(b) above, the COMPANY shall start releasing the payments to Transco, towards, their energy purchases from Transco, without waiting for the monthly invoice to in Clause 5.2(a). On each of the 4<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup> and 24<sup>th</sup> of every month the COMPANY shall release payment of an amount equivalent to one sixth of the months average billing based on most recent past three months billing, for the energy supplied by Transco during the previous month, with the condition that on the last working day of the month in which the monthly invoice was delivered, the COMPANY shall pay/discharge the balance, if any, from the amount of monthly invoice after adjustment of credits given to Transco."*

(c) Clause 4 of the Schedule-B governs the provisions regarding late payment surcharge and rebate for payment before due date. This clause provides that *for the period the payment is made prior to the due date, the COMPANY shall be eligible for a rebate at the rate of 2.5% per month, on the amount which has been paid prior to due date.* The same is reproduced as under:

*"4. The parties shall refer the above issues to the Commission and the parties shall be bound by the decision of the Commission.*

**Late Payment Surcharge**

*In case the COMPANY does not pay the amounts due to Transco on or before the due date of payment, then for the period of delay, (until otherwise mutually agreed to between the Parties or ordered by the Commission) the COMPANY shall be required to pay additional charges at a rate equal to 2.5 per cent per month on the amount delayed.*

**Rebate of payment before due date**

*Except during a period when the COMPANY is in payment default or material default of any of its other obligations of the Bulk Supply Agreement, if the COMPANY makes payment of amounts due to Transco before the due date(s) of payment, then for the period the payment is made prior to the due date, the COMPANY shall be eligible for a rebate at the rate of 2.5% per month, on the amount which has been paid prior to due date."*

- ii) Delhi Transco Ltd. has contended that rebate is to be allowed only when full and final payment of the monthly invoice is made i.e. within 20 days of the invoice upto November, 2002 and alongwith the final instalment on the last day of the month for the period commencing December, 2002.
- iii) DISCOMs have been claiming rebate alongwith each instalment on the specified dates.
- iv) This matter has already been considered by the Commission in its Order dated 29.07.2004.
  - (a) The Order at para 12(iv) states that *in absence of any details in the Bulk Supply Agreement, the Commission directs that the rebate, if admissible, would be adjusted in the last instalment of the month.*
  - (b) Para 12(vi): *The Commission is agreeable to the submission of the DISCOMs that for re-computation of the rebate which may have to be done in view of this Order of the Commission, the matter may be considered between the parties without attracting LPSC, interest or any other penal consequences on either party.*
- v) Accordingly, it would appear that the DISCOMs are not entitled to deduct rebate while making progressive payments w.e.f.

December, 2002 and that rebate is deductible only at the time of making the final payment on the last working day of the month.

- vi) At the same time, DTL is not entitled to levy any LPSC on account of short payments on the due date of instalment to the extent that these payments are on account of deduction of rebate amount by the DISCOMs.
27. Accordingly, the DTL and the DISCOM were advised to prepare a jointly reconciled statement of accounts based on the above principles and it was further directed that the Order shall be issued after receipt of the finalised joint reconciliation statement.
28. In compliance to the above, a meeting was held among the officers of DTL and DISCOM on 11.03.2010 wherein, a jointly reconciled statement of rebate calculation was prepared and signed by both parties in confirmation of their acceptance of the settlement in terms of the principles laid down by the Commission in para 26 above. A copy of the same is annexed as **Annexure-A**.
29. A hearing was again on 01.02.2011 where the Representatives of both the parties were present. The Commission heard the submissions of both the parties.
30. After hearing the parties, the Commission accepted the joint statement duly signed by both the parties and directed that the Petition is disposed off as settled by mutual agreement.
31. Ordered accordingly.

Sd/-  
(Shyam Wadhera)  
MEMBER

**Delhi Transco Limited****Admissible Rebate for the period August-02 to July -04 in r/o BSES RPL  
(SUMMARY)**

Month	Billed Amount	Physical Paymt.Recd	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/ Excess(+) (Phy.Pymt +Rebate - Billed)	Cumulative Shortfall (-)/ Excess(+)	Remarks
Aug.-02	1244459100	1234209100	0	1234209100	-10250000	-10250000	
Sept.-02	1130574650	1114605687	0	1114605687	-15968963	-26218963	
Oct.-02	904157130	959451613	14583180	974034793	69877663	43658700	Balance c/f
Nov.-02	918011940	832647904	0	832647904	-85364036	-41705336	
Dec.-02	807870120	791422640	0	791422640	-16447480	-58152816	
Jan.-03	849152480	818160786	0	818160786	-30991694	-89144510	
Feb.-03	1001869090	978726396	0	978726396	-23142694	-112287204	
Mar.-03	781538630	765648760	0	765648760	-15889870	-128177074	
	<b>7637633140</b>	<b>7494872886</b>	<b>14583180</b>	<b>7509456066</b>	<b>-128177074</b>		
Apr.-03	823798560	814048335	0	814048335	-9750225	-137927299	Short/Mat.Def.*
May.-03	991882890	981954012	0	981954012	-9928878	-147856177	Short/Mat.Def.*
Jun.-03	1126800270	1126800270	625000	1127425270	625000	-147231177	
Jul.-03	1209850660	1209850660	1651094	1211501754	1651094	-145580084	
Aug.-03	1185029230	1244632696	161290	1244793986	59764756	-85815328	
Sept.-03	1211556890	1211556890	2698537	1214255427	2698537	-83116791	
Oct.-03	1131436510	1131436510	1862314	1133298824	1862314	-81254476	
Nov.-03	1024341422	1024341426	1855842	1026197268	1855846	-79398630	
Dec.-03	882701678	882701678	1240769	883942447	1240769	-78157861	
Jan.-04	1010572550	1010572550	3208170	1013780720	3208170	-74949691	
Feb.-04	1114752140	1114752149	1533068	1116285217	1533077	-73416614	
Mar.-04	905698630	905698670	2066191	907764861	2066231	-71350384	
	<b>12618421430</b>	<b>12658345846</b>	<b>16902275</b>	<b>12675248121</b>	<b>56826691</b>		
Apr.-04	977507770	977507777	0	977507777	7	-71350377	Mat.Def.*
May.-04	1122320860	1122320860	2412084	1124732944	2412084	-68938292	
Jun.-04	1250385660	1250385660	2905146	1253290806	2905146	-66033146	
Jul.-04	1434179340	1434179340	2130591	1436309931	2130591	-63902555	
	<b>4784393630</b>	<b>4784393637</b>	<b>7447822</b>	<b>4791841459</b>	<b>7447829</b>		
	<b>25040448200</b>	<b>24937612369</b>	<b>38933276</b>	<b>24976545645</b>	<b>-63902555</b>		

Summary(Final)

AM (Finance) *delhi*  
manager (F-1)

*Manager*  
Manager (B) *Manager*

In reference to the  
directions during hearing  
on 13-01-2011 the document  
is signed purely with a  
view to close the  
matter. *delhi*  
(Indranil Deb)  
BRL DGM(F)  
20/1/11



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Rebate calculation as per DERC in R/O BSES RPL															
Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical Paymt.Recd.	Physical Payment +Rebate	Short(-)/ Excess(+)	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/ Excess(+) (Phy.Pmt.+ Rebate Billed)	Cumulative Shortfall (-)/ Excess(+)	Remarks
1	2	3	4	5	6	7	8	9	10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15	
Aug.-02			27	13	741250000	14	8368952	741250000	recd. On 13-8-02						
			27	22	358500000	5	1445565	358500000	recd. On 22-8-02						
			27	27	134459100	0	0	134459100	recd on 27-8-02						
	1244459100				1234209100		9814516	1234209100	Received	1244023616	-435484	0	1234209100	-10250000	
Sep.-02			27	7	285166667	20	4752778	285166667	recd on 7-9-02						
			27	9	200000000	18	3000000	200000000	recd on 9-9-02						
			27	11	143066667	16	1907556	143066667	recd on 11-9-02						
			27	12	486372353	15	6079654	486372353	recd on 12-9-02						
	1130574650				1114605687		15739988	1114605687	Received	1130345675	-228975	0	1114605687	-15968963	-26218963
Oct.-02	904157130		27	7	904157130	20	14583180	959451613	recd on 1-10-02	974034793	69877663	14583180	974034793	69877663	43658700 Balance c/f
Nov.-02			27	7	43658700	20	727645	43658700	Balance b/d						
			27	7	757123428	20	12618724	757123428	recd on 1-11-02						
			27	7	75524476	20	1258741	75524476	recd on 5-11-02						
	918011940				876306604		14605110	876306604	Received	890911714	-27100226	0	876306604	-41705336	-41705336
Dec.-02		164041318	4	2	164041318	2	264583	730000000	Recd on 2-12-02						
			9	2	164041318	7	926040								
			14	2	164041318	12	1587497								
			19	2	164041318	17	2248954								
			24	2	73834728	22	1309971								
			24	5	12500000	19	191532	12500000	Recd on 5-12-02						
			24	7	46860899	17	642448	46860899	Recd on 7-12-02						
			24	16	2061741	8	13302	2061741	Recd on 16-12-02						
	807870120				791422640		7184325	791422640	Received	798606965	-9263155	0	791422640	-16447480	-58152816
Jan.-03		146113288	4	1	146113288	3	353500	800000000	recd on 01-01-03						
			9	1	146113288	8	942666								
			14	1	146113288	13	1531833								
			19	1	146113288	18	2120999								
			24	1	146113288	23	2710166								
			31	1	69433560	30	1679844								
			31	6	15117088	25	304780	15117088	recd on 6-1-03						
			31	9	3043698	22	54001	3043698	recd on 9-1-03						
	849152480				818160786		9697790	818160786	Received	827858576	-21293904	0	818160786	-30991694	-89144510

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*[Signature]*  
Mpr(LB)Commp

In deference to the directions during hearing on 13-01-11, the document is signed with a view to close the matter.  
20/01/11  
(Indraneel Deb)  
BRPL DGM(A)

Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical Paymt.Recd.	Physical Payment +Rebate	Short(-)/Excess(+)	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/Excess(+) (Phy.Pmt. +Rebate -Billed)	Cumulative Shortfall (-)/Excess(+)	Remarks
1	2	3	4	5	6	7	8	9	10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15	
Feb-03		143057474	4	1	143057474	3	383190	700000000	recd on 01-02-03						
			9	1	143057474	8	1021839								
			14	1	143057474	13	1660489								
			19	1	143057474	18	2299138								
			24	1	127770104	23	2623850								
			24	3	100000000	21	187500	100000000	recd on 3-2-03						
			24	7	5287370	17	80255	100000000	recd on 7-2-03						
			28	7	94712630	21	1775862								
			28	10	400000000	18	642857	400000000	recd on 10-2-03						
			28	14	128726396	14	1609080	128726396	recd on 14-2-03						
	1001869090				978726396		12284059	978726396	Recd upto due date	991010455	-10858635	0	978726396	-23142694	-112287204
Mar-03		147716205	4	1	147716205	3	357378	470000000	recd on 01-03-03						
			9	1	147716205	8	953008								
			14	1	147716205	13	1548638								
			19	1	26851385	18	389778								
			19	5	715000000	14	807258	715000000	recd on 5-3-03						
			19	18	49364820	1	39810	49364820	recd on 18-3-03						
			24	24	147716205	0	0	147716205	recd on 24-3-03						
			31	31	27067735	0	0	27067735	recd on 31-3-03						
	781538630				765648760		4095870	765648760	Recd upto due date	769744630	-11794000	0	765648760	-15889870	-128177074
2003-04															
Apr-03		146253344	4	4	143084522	0		143084522	recd on 04-04-03						
			4	9	3168822	-5		143693911	recd on 9-4-03						
			9	9	140525089	0									
			9	12	5728255	-3		144303300	recd on 12-4-03						
			14	12	138575045	2	230958								
			14	19	7678299	-5		144912689	recd on 19-4-03						
			19	19	137234390	0									
			19	24	9018954	-5		145522078	recd on 24-4-03						
			24	24	136503124	0									
			24	30	9750220	-6		92531835	recd on 30-4-03						
			30	30	82781615	0									
	823798560				814048335		230958	814048335	recd upto due date	814279293	-9519267	0	814048335	-9750225	-137927299
															Short/Mat def. *
															*Escrow A/c
May '03		144844793	4	4	141690914	0		141690914	recd on 04-05-03						
			4	9	3153879	-5		142274967	recd on 9-5-03						
			9	9	139121088	0									
			9	14	5723705	-5		142859019	recd on 14-5-03						
			14	14	137135314	0									
			14	19	7709479	-5		143443070	recd on 19-5-03						
			19	19	135733591	0									
			19	24	9111202	-5		144027122	recd on 24-5-03						
			24	24	134915920	0									
			24	30	9928873	-6		267658920	recd on 30-5-03						
			30	30	257730047	0	0								
	991882890				981954012		0	981954012	Recd upto due date	981954012	-9928878	0	981954012	-9928878	-147856177
															Short/Mat def. *
															*Escrow A/c
Jun-03		144290004	4	4	141163722	0	0	141163722	recd on 4-6-03						
			9	9	144290005	0	0	144290005	recd on 9-6-03						
			14	14	144290005	0	0	144290005	recd on 14-6-03						
			19	19	144290005	0	0	144290005	recd on 19-6-03						
			24	24	144290005	0	0	144290005	recd on 24-6-03						
			30	27	250000000	3	625000	250000000	recd on 27-6-03						
			30	30	158476528	0	0	158476528	recd on 30-6-03						
	1126800270				1126800270		625000	1126800270	Received	1127425270	625000	625000	1127425270	625000	-147231177

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 2010/11  
 (Insurance Deb)  
 DGM (F)  
 DRPL



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Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical Paymt.Recd.	Physical Payment +Rebate	Short(-)/Excess(+)	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/Excess(+) (Phy.Pmt. +Rebate -Billed)	Cumulative Shortfall (-)/Excess(+)	Remarks
1	2	3	4	5	6	7	8	9	10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15	
Jul.-03		163471207													
			4	2	163471207	2	263663	163471207	recd on 2-7-03						
					0	0	0								
			9	7	163471207	2	263663	163471207	recd on 7-7-03						
					0	0	0								
			14	11	100000000	3	241935	100000000	recd on 11-7-03						
			14	14	63471207	0	0	63471207	recd on 14-7-03						
					0	0	0								
			19	16	400000000	3	96774	400000000	recd on 16-7-03						
			19	17	700000000	2	112903	700000000	recd on 17-7-03						
			19	19	53471207	0	0	53471207	recd on 19-7-03						
					0	0	0								
			24	21	700000000	3	169355	700000000	recd on 21-7-03						
			24	22	600000000	2	96774	600000000	recd on 22-7-03						
			24	23	33471207	1	26993	33471207	recd on 23-7-03						
					0	0	0								
			31	26	600000000	5	241935	600000000	recd on 26-7-03						
			31	30	1700000000	1	137097	1700000000	recd on 30-7-03						
			31	31	162494625	0	0	162494625	recd on 31-7-03						
	1209850660				1209850660		1651094	1209850660	Recd upto due date	1211501754	1651094	1651094	1211501754	1651094	-145580084
Aug.03		184918545													
			4	2	100000000	2	161290	100000000	recd on 2-8-03						
			4	4	84918545	0	0	84918545	recd on 4-8-03						
					0	0	0								
			9	9	184918545	0	0	184918545	recd on 9-8-03						
					0	0	0								
			14	14	184918545	0	0	184918545	recd on 14-8-03						
					0	0	0								
			19	19	184918546	0	0	184918546	recd on 19-8-03						
					0	0	0								
			24	24	102355046	0	0	102355046	recd on 24-8-03						
					342800000		0	342800000	DERC REFUND						
								59803466	Recd on 28-8-03						
	1185029230				1184829227		161290	1244632696	Received	1244793986	59764756	161290	1244793986	59764756	-85815328
Sept.-03		195648898													
			4	3	195648898	1	163041	195648898	recd on 3-9-03						
					0	0	0								
			9	5	150000000	4	500000	150000000	recd on 5-9-03						
			9	6	300000000	3	75000	300000000	recd on 6-9-03						
			9	9	15648898	0	0	15648898	recd on 9-9-03						
					0	0	0								
			14	12	195648898	2	326081	195648898	recd on 12-9-03						
					0	0	0								
			19	15	500000000	4	166667	500000000	recd on 15-9-03						
			19	17	700000000	2	116667	700000000	recd on 17-9-03						
			19	18	500000000	1	41667	500000000	recd on 18-9-03						
			19	19	25648898	0	0	25648898	recd on 19-9-03						
					0	0	0								
			24	20	850000000	4	283333	850000000	recd on 20-9-03						
			24	22	110648898	2	184415	110648898	recd on 22-09-03						
					0	0	0								
			30	24	500000000	6	250000	500000000	recd on 24-09-03						
			30	25	1000000000	5	416667	1000000000	recd on 25-09-03						
			30	27	700000000	3	175000	700000000	recd on 27-09-03						
			30	30	13312400	0	0	13312400	recd on 30-09-03						
	1211556890				1211556890		2698537	1211556890	Recd upto due date	1214255427	2698537	2698537	1214255427	2698537	-83116791

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Subsidiary

Comp  
Myr (100) Co. Inc.

2010/11  
(Indranil Deb)  
DGM (A)  
BRAL



Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical Paymt.Recd.	Physical Payment +Rebate	Short(-)/Excess(+)	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/Excess(+) (Phy.Pmt. +Rebate -Billed)	Cumulative Shortfall (-)/Excess(+)	Remarks
1	2	3	4	5	6	7	8	9	10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15	
Oct.-03		200357599													
			4	1	150000000	3	362903	150000000	recd on 1-10-03						
			4	3	50357599	1	40611	100000000	recd on 3-10-03						
			9	3	49642401	6	240205								
			9	8	150700000	1	121532	150700000	recd on 8-10-03						
						0	0								
			9	9	15198	0	0	15198	recd on 9-10-03						
			14	11	800000000	3	193548	800000000	recd on 11-10-03						
			14	13	30000000	1	24194	30000000	recd on 13-10-03						
			14	14	90357599	0	0	90357599	recd on 14-10-03						
						0	0								
			19	15	20000000	4	64516	20000000	recd on 15-10-03						
			19	16	50000000	3	120968	50000000	recd on 16-10-03						
			19	18	130357599	1	105127	130357599	recd on 18-10-03						
						0	0								
			24	21	70000000	3	169355	70000000	recd on 21-10-03						
			24	22	30000000	2	48387	30000000	recd on 22-10-03						
			24	23	50000000	1	40323	50000000	recd on 23-10-03						
			24	24	50357599	0	0	70357599	recd on 24-10-03						
			31	24	20000000	7	112903								
			31	28	90000000	3	217742	90000000	recd on 28-10-03						
			31	31	19648515	0	0	19648515	recd on 31-10-03						
	1131436510				1131436510		1862314	1131436510	Recd upto due date	1133298824	1862314	1862314	1133298824	1862314	-81254476
Nov.-03		196001258													
			4	3	196001258	1	163334	196001258	recd on 3-11-03						
					0	0	0								
			9	5	130000000	4	433333	130000000	recd on 5-11-03						
			9	6	40000000	3	100000	40000000	recd on 6-11-03						
			9	7	26001258	2	43335	26001258	recd on 7-11-03						
						0	0								
			14	7	30000000	7	175000	30000000	recd on 7-11-03						
			14	10	80000000	4	266667	80000000	recd on 10-11-03						
			14	11	70000000	3	175000	70000000	recd on 11-11-03						
			14	13	16001258	1	13334	16001258	recd on 13-11-03						
						0	0								
			19	17	110000000	2	183333	110000000	recd on 17-11-03						
			19	18	60000000	1	50000	60000000	recd on 18-11-03						
			19	19	26001258	0	0	26001258	recd on 19-11-03						
						0	0								
			24	21	50000000	3	125000	50000000	recd on 21-11-03						
			24	22	10000000	2	16667	10000000	recd on 22-11-03						
			24	24	136001258	0	0	136001258	recd on 24-11-03						
						0	0								
			28	25	44335136	3	110838	44335136	recd on 25-11-03						
	1024341422				1024341426		1855842	1024341426	recd upto due date	1026197268	1855846	1855842	1026197268	1855846	-79398630
Dec.-03		187074157													
			4	3	187074157	1	150866	187074157	recd on 3-12-03						
					0	0	0								
			9	5	60000000	4	193548	60000000	recd on 5-12-03						
			9	8	80000000	1	64516	80000000	recd on 8-12-03						
			9	9	47074157	0	0	47074157	recd on 9-12-03						
						0	0								
			14	10	50000000	4	161290	50000000	recd on 10-12-03						
			14	12	80000000	2	129032	80000000	recd on 12-12-03						
			14	13	57074157	1	46028	57074157	recd on 13-12-03						
						0	0								
			19	16	80000000	3	193548	80000000	recd on 16-12-03						
			19	18	60000000	1	48387	60000000	recd on 18-12-03						
			19	19	47074157	0	0	47074157	recd on 19-12-03						
						0	0								
			24	20	40000000	4	129032	40000000	recd on 20-12-03						
			24	22	60000000	2	96774	60000000	recd on 22-12-03						
			24	23	34405050	1	27746	34405050	recd on 23-12-03						
	882701678				882701678		1240769	882701678	recd upto due date	883942447	1240769	1240769	883942447	1240769	-78157861

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Handwritten text: *Comp mppl (B) Counseling*

Handwritten text: *20th/11 (Indranil Deb) DGM(F) BRPL*



Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical Paymt. Recd.	Physical Payment + Rebate	Short(-)/ Excess(+)	Admissible Rebate	Phy. Payment + Admissible Rebate	Short(-)/ Excess(+) (Phy. Pmt. + Rebate - Billed)	Cumulative Shortfall (-)/ Excess(+)	Remarks
1	2	3	4	5	6	7	8	9	10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15	
Jan.-04		168804423													
			4	1	168804423	3	408398	168804423 recd on 1-01-04							
					0	0	0								
			9	5	168804423	4	544530	168804423 recd on 5-01-04							
					0	0	0								
			14	10	168804423	4	544530	168804423 recd on 10-01-04							
					0	0	0								
			19	13	168804423	6	816796	168804423 recd on 13-01-04							
					0	0	0								
			24	21	100000000	3	241935	100000000 recd on 21-01-04							
			24	23	68804423	1	55487	68804423 recd on 23-01-04							
					0	0	0								
			30	24	80000000	6	387097	80000000 recd on 24-01-04							
			30	27	86550435	3	209396	86550435 recd on 27-01-04							
	1010572550				1010572550		3208170	1010572550 recd upto due date	1013780720	3208170	3208170	1013780720	3208170	-74949691	
Feb 04		162089758													
			4	1	120000000	3	310345	120000000 recd on 31-01-04							
			4	4	42089758	0	0	42089758 recd on 4-02-04							
					0	0	0								
			9	5	130000000	4	448276	130000000 recd on 5-02-04							
			9	6	32089758	3	82991	32089758 recd on 6-02-04							
					0	0	0								
			14	10	60000000	4	206897	60000000 recd on 10-02-04							
			14	12	20000000	2	34483	20000000 recd on 12-02-04							
			14	13	82089758	1	70767	82089758 recd on 13-02-04							
					0	0	0								
			19	16	40000000	3	103448	40000000 recd on 16-02-04							
			19	18	40000000	1	34483	40000000 recd on 18-02-04							
			19	19	82089758	0	0	82089758 recd on 19-02-04							
					0	0	0								
			24	20	70000000	4	241379	70000000 recd on 20-02-04							
			24	24	92089758	0	0	92089758 recd on 24-02-04							
					0	0	0								
			27	27	174303354	0	0	174303354 recd on 27-02-04							
			27	28	130000000	0	0	130000000 recd on 28-02-04							
	1114752140				1114752144		1533068	1114752149 recd upto 28-02-04	1116285217	1533077	1533068	1116285217	1533077	-73416614	
Mar.-04		167112576													
			4	3	120000000	1	96774	120000000 recd on 3-03-04							
			4	4	47112576	0	0	47112596 recd on 4-03-04							
					0	0	0								
			9	6	50000000	3	120968	50000000 recd on 6-03-04							
			9	8	47112596	1	37994	47112596 recd on 8-03-04							
			9	9	69999980	0	0	70000000 recd on 9-03-04							
					0	0	0								
			14	10	45000000	4	145161	45000000 recd on 10-03-04							
			14	12	122112576	2	196956	122112596 recd on 12-03-04							
					0	0	0								
			19	15	80000000	4	258065	80000000 recd on 15-03-04							
			19	17	87112576	2	140504	87112576 recd on 17-03-04							
			24	4	20	20	0								
			24	19	167112556	5	673841	167112556 recd on 19-03-04							
					0	0	0								
			31	24	70135750	7	395928	70135750 recd on 24-03-04							
	905698630				905698630		2066191	905698670 recd upto due date	907764861	2066231	2066191	907764861	2066231	-71350384	

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Subidha

Comp  
Mpr (LR) Comp

20/04/11  
(Indranee Deb)  
DGM (A)  
BRPL



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2004-05																	
Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical	Paymt.Recd.	Physical Payment +Rebate	Short(-)/ Excess(+)	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/ Excess(+) (Phy.Pmt. +Rebate -Billed)	Cumulative Shortfall (-)/ Excess(+)	Remarks	
1	2	3	4	5	6	7	8	9		10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15		
Apr.-04		168390185															
			4	2	168390185	2	280650	168390185	recd on 2-04-04								
						0	0										
			9	6	130000000	3	325000	130000000	recd on 6-04-04								
			9	7	38390185	2	63984	38390185	recd on 7-04-04								
						0	0										
			14	13	168390185	1	140325	168390185	recd on 13-04-04								
						0	0										
			19	19	168390185	0	0	168390185	recd on 19-04-04								
						0	0										
			24	23	168390185	1	140325	168390185	recd on 23-04-04								
						0	0										
			30	28	135556845	2	225928	135556852	recd on 28-04-04								
	977507770				977507770		1176212	977507777	Recd upto due date	978683989	1176219	0	977507777	7	-71350377	Mat. Default**	
May.-04		166553253										**LC enhancement					
			4	1	100000000	3	241935	100000000	recd on 30-04-04								
			4	1	66553253	3	161016	66553253	recd on 1-05-04								
						0	0										
			9	6	100000000	3	241935	100000000	recd on 6-05-04								
			9	7	6553253	2	10570	6553253	recd on 7-05-04								
			9	8	60000000	1	48387	60000000	recd on 8-05-04								
						0	0										
			14	11	30000000	3	72581	30000000	recd on 11-05-04								
			14	14	136553253	0	0	136553253	recd on 14-05-04								
						0	0										
			19	15	30000000	4	96774	30000000	recd on 15-05-04								
			19	19	136553253	0	0	136553253	recd on 19-05-04								
						0	0										
			24	20	30000000	4	96774	30000000	recd on 20-05-04								
			24	22	100000000	2	161290	100000000	recd on 22-05-04								
			24	24	36553253	0	0	36553253	recd on 24-05-04								
						0	0										
			31	24	70000000	7	395161	70000000	recd on 24-05-04								
			31	25	110000000	6	532258	110000000	recd on 25-05-04								
			31	26	30000000	5	120968	30000000	recd on 26-05-04								
			31	27	49554595	4	159854	49554595	recd on 27-05-04								
			31	28	30000000	3	72581	30000000	recd on 28-05-04								
	1122320860				1122320860		2412084	1122320860	recd upto due date	1124732944	2412084	2412084	1124732944	2412084	-68938292		
Jun.-04		166973737															
			4	2	166973737	2	278290	166973737	recd on 2-06-04								
						0	0										
			9	5	166973737	4	556579	166973737	recd on 5-06-04								
						0	0										
			14	10	46973737	4	156579	46973737	recd on 10-06-04								
			14	11	40000000	3	100000	40000000	recd on 11-06-04								
			14	12	80000000	2	133333	80000000	recd on 12-06-04								
						0	0										
			19	15	20000000	4	66667	20000000	recd on 15-06-04								
			19	17	46973737	2	78290	46973737	recd on 17-06-04								
			19	18	30000000	1	25000	30000000	recd on 18-06-04								
			19	19	70000000	0	0	70000000	recd on 19-06-04								
						0	0										
			24	21	40000000	3	100000	40000000	recd on 21-06-04								
			24	22	45000000	2	75000	45000000	recd on 22-06-04								
			24	23	76973737	1	64145	76973737	recd on 23-06-04								
			24	24	50000000	0	0	50000000	recd on 24-06-04								
						0	0										
			30	25	210000000	5	875000	210000000	recd on 25-06-04								
			30	26	70000000	4	233333	70000000	recd on 26-06-04								
			30	28	60000000	2	100000	60000000	recd on 28-06-04								
			30	29	75516975	1	62931	75516975	recd on 29-06-04								
	1250385660				1250385660		2905146	1250385660	Recd upto due date	1253290806	2905146	2905146	1253290806	2905146	-66033146		

Handwritten signature/initials.

Handwritten signature/initials.

Handwritten signature/initials.

Handwritten signature/initials.

Month	Billed Amount	Installment	Due Date	Recd. On	Payment Received	Rebate Days	Rebate	Physical Paymt.Recd.	Physical Payment +Rebate	Short(-)/ Excess(+)	Admissible Rebate	Phy.Payment + Admissible Rebate	Short(-)/ Excess(+) (Phy.Pmt. +Rebate -Billed)	Cumulative Shortfall (-)/ Excess(+)	Remarks
1	2	3	4	5	6	7	8	9	10	11=(10)-(2)	12	13=(9)+(12)	14=(13)-(2)	15	
July -04		186123017													
			4	1	120000000	3	290323	120000000	recd on 1-07-04						
			4	2	66123017	2	106650	66123017	recd on 2-07-04						
							0	0							
			9	5	70000000	4	225806	70000000	recd on 5-07-04						
			9	7	20000000	2	32258	20000000	recd on 7-07-04						
			9	9	96123017	0	0	96123017	recd on 9-07-04						
							0	0							
			14	12	30000000	2	48387	30000000	recd on 12-07-04						
			14	14	156123017	0	0	156123017	recd on 14-07-04						
							0	0							
			19	15	40000000	4	129032	40000000	recd on 15-07-04						
			19	17	140000000	2	225806	140000000	recd on 17-07-04						
			19	19	6123017	0	0	6123017	recd on 19-07-04						
							0	0							
			24	22	100000000	2	161290	100000000	recd on 22-07-04						
			24	23	86123017	1	69454	86123017	recd on 23-07-04						
							0	0							
			30	26	100000000	4	322581	100000000	recd on 26-07-04						
			30	28	240000000	2	387097	240000000	recd on 28-07-04						
			30	29	163564255	1	131907	163564255	recd on 29-07-04						
	1434179340				1434179340		2130591	1434179340	recd upto due date	1436309931	2130591	2130591	1436309931	2130591	-63902555

38933276

*[Signature]*  
AM (Finance)  
DTL

*[Signature]*  
Manager (F-II)  
DTL

*[Signature]*  
Manager (CB) Commercial

*[Signature]*  
20/01/11  
(Indraneel Deb)  
DGM (F)  
BRPL