GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI (DEPARTMENT OF POWER)

No.: F.11(99)/2001-Power/2867 Dated the 20th Nov. 2001

NOTIFICATION

No.: F.11(99)/2001-Power/- In exercise of the powers conferred by section 60 read with sections 15 and 16 of the Delhi Electricity Reform Act, 2000 (Delhi Act No2 of 2001), the Government of the National Capital Territory of Delhi, hereby makes the following rules relating to the transfer and vesting of assets, liabilities, proceedings and personnel of the Delhi Vidyut Board in the successor entities and for determining the terms and conditions on which such transfer or vesting shall take effect, namely:-

Short title and Commencement

Definitions

Transfer of assets etc. of the Board to the Government

Classification of undertakings

Transfer of Undertaking by the Government

Transfer of Personnel

Rights and obligations of third parties restricted

Pending suits, Proceedings

Classifications and transfer of property, rights, liabilities and proceedings Rights and powers of the Transferees

Transfer by operation of law

Decision of Government final

Short title and Commencement

1. (1) These rules may be called the Delhi Electricity Reform (Transfer Scheme) Rules, 2001

(2) They shall come into force on such date of transfer as the Government may, by notification in the official Gazette appoint and different dates of transfer may be appointed for different provisions or for the transfer of different undertakings, assets liabilities, proceedings and personnel to be affected under these rules and any reference in any provision to the coming into force of the rules shall be construed as a reference to the date of transfer on which the provision shall come into force.

Definitions:

2. In these rules, unless the context otherwise requires -

(a) "Act" means the The Delhi Electricity Reform Act, 2000 (Delhi Act No. 2 of 2001);

(b) "assets" includes all rights, interests and claims of whatever nature as well as block or blocks of assets of the Delhi Vidyut Board;

(c) "Board" means the Delhi Vidyut Board constituted under section 5 of the Electricity (Supply) Act, 1948 (54 of 1948);

(d) "date of the transfer" means the ate to be notified by the Government as the effective date of transfer to the successor entities in accordance with these rules of such of the undertakings, assets, liabilities, proceedings or personnel as may be specified in the notification published in the Official Gazette;

(e) "DISCOM 1" means the "Central-East Delhi Electricity Distribution Company Limited." , a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of engaging in the business of distribution and supply of electricity in the area as specified in Part I of Schedule 'H'; of **Central & East Delhi Electricity Distribution Co. Ltd.**

(f) "DISCOM 2" means "South-West Delhi Electricity Distribution Company Limited" , a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of engaging in the business of distribution and supply of electricity in the area as specified in Part II of Schedule 'H'; of **South and west Delhi Electricity Distribution Co. Ltd.**

(g) "DISCOM 3" means "North North-West Delhi Distribution Company Limited.", a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of engaging in the business of distribution and supply of electricity in the area as specified in Part III of Schedule 'H'; of **North and North West Delhi Electricity Distribution Co. Ltd.**

(h) "DISCOMS" means and includes DISCOM 1, DISCOM 2 and DISCOM 3 collectively;

(i) "GENCO" means "Indraprastha Power Generation Company Limited", a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of generation of electricity;

(j) "holding company" means "Delhi Power Company Limited" a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of holding shares in GENCO, TRANSCO and DISCOMS and liabilities of the Board;

(k) "liabilities " include all liabilities, debts, duties, obligations and other outgoing including contingent liabilities and government levies of whatever nature, which may arise in regard to dealings before the date of the transfer in respect of the specified undertakings

(l) "personnel" means workmen, employees, staff and officers of the Board by whatever name called, and includes trainees and those on deputation from the Board to other organizations and institutions;

(m) "PPCL" means "Pragati Power Corporation Limited", a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of taking over the pragati Power Project of the Board; appeals, complaints, whether civil or criminal or otherwise;

(o) "Schedule" means the Schedules appended to these rules;

(p) "TRANSCO" means "Delhi Power Supply Company Limited", a company incorporated under the Companies Act, 1956 (1 of 1956) with the principal object of engaging in the business of procurement, transmission and bulk supply of electricity;

(q) "transferor" means the Government;

(r) "transferee" means the GENCO,TRANSCO,DISCOMS and PPCL, as the case may be, in whom the undertaking or undertakings or the assets, liabilities, proceedings and personnel of the Board, as the case may be, are vested in terms of these rules and shall include the holding company;

(s) **"tripartite agreements"** mean the agreements between -

i) The Government, the Board and the Delhi Vidyut Board Joint Action Committee executed on 28th October,2000 and notified vide notification no. F.11(82)/2000-EB/990 dated the 16th January,2001;

ii) The Government, the Board and Delhi Vidyut Board Junior Engineers Association executed on 9th November,2000 and notified vide notification no. F.11(82)/2000-EB/PF-I/362 dated the 23rd March 2001;

(t) "undertaking" means a block or blocks of assets, liabilities and proceeding and wherever the context so admits the personnel;

(u) Words and expressions used in these rules and defined in the Act but not specifically defines in these rules shall have the same meaning as assigned in the Act.

Transfer of assets etc. of the Board to the Government

3. (1) On and from the date of the transfer to be notified for the purpose, all the assets, liabilities and proceedings of the Board shall stand transferred to and vest in, the Government absolutely and in consideration thereof the loans, subventions and obligations of the Government shall stand extinguished and cancelled, which shall be in full and final settlement of all claims whatsoever of the Board.

(2) Nothing in sub-rule (1) shall apply to rights, responsibilities, and obligations in respect of the personnel and personnel related matters, which have ben dealt in the manner provided under rule 6.

Classification of undertakings

4. (1) The assets, liabilities and proceedings transferred to the Governmentunder sub-rule (1) of rules 3 shall stand classified as under :-

(a) Rights and interests in Pragati Power Projects as set out in Schedule 'A'. **For Details Click Here**

(b) Generation Undertaking as set out in Schedule 'B'. **For Details Click Here**

(c) Transmission Undertaking as set out in Schedule 'C'. **For Details Click Here**

(d) Distribution Undertaking as set out in Schedule 'D'. **For Details Click Here**

(e) Distribution Undertaking as set out in Schedules 'E'. **For Details Click Here**

(f) Distribution Undertaking as set out in Schedule 'F'. **For Details Click Here**

(g) Holding Company with assets and liabilities as set out in Schedule 'G'. **For Details Click Here**

(2) If the assets classified are subject to security documents or arrangements in favour of third parties for any financial assistance or obligation taken by the Board and the liabilities in respect thereof are to be classified in different transferees, the Government may, by order to be issued for the purpose, provide for the apportionment of the liabilities secured by such assets between the different transferees and upon such apportionment, the security shall be applicable to the apportioned liability only.

Transfer of Undertaking by the Government

5 (1) Subject to the terms and conditions contained in these rules:-

(a) the rights and interests in the Pragati Power
the PPCL, on and from the date of the transfer appointed for the purpose;

forming part of the Generation Undertaking as set out in **Schedule 'B'**, shall stand transferred to, and vest in, the GENCO, on and from the date of the transfer appointed for the purpose;

forming part of the Transmission Undertaking, as set out in **Schedule 'C'** shall stand transferred to, and vest in, the TRANSCO on and from the date of the transfer appointed for the purpose;

forming part of Distribution undertaking as set out in **Schedule 'D'** shall stand transferred to and vest in DISCOM 4, as and from the date & transfer appointed for the purpose

forming part of Distribution Undertaking as set out in **Schedule 'E'**, shall stand transferred to, and vest in, DISCOM 2, on and from the date of the transfer appointed for the purpose;

forming part of the Distribution Undertaking, as set out in **Schedule 'F'**, shall stand transferred to, and vest in, the DISCOM 3, on and from the date of the transfer appointed for the purpose; and

(g) the assets and liabilities as set out in **Schedule 'G'**, shall vest in the holding company, on and from the date of the transfer appointed for the purpose.

(2) On such transfer and vesting of the undertakings in terms of sub-rules (1), the respective transferee shall be responsible for all contracts, rights, deeds, schemes, bonds, agreements and other instruments of whatever nature, relating to the respective undertaking and assets and liabilities transferred to it, to which the Board was a party, subsisting or having effect on the date of the transfer, in the same manner as the Board was liable immediately before the date of the transfer, and the same manner as the Board was liable immediately before the date of the transfer, and the same shall be in force and effect against or in favour of the respective transferee and may be enforced effectively as if the respective transferee had been a party thereto instead of the Board.

(3) The rights in the undertaking or the assets transferred to the transferee shall be subject to the restrictions and limitations, specified in these rules or in the applicable Schedule.

(4) The transfer and vesting of the undertakings or assets to the transferees in terms of these rules shall take effects immediately on the date transfer as notified for the purpose, with the opening balance sheet of transferees other than the holding company, as set out in the applicable Schedule.

(5) In consideration of the undertakings vested in the PPCL, GENCO, TRANSCO, and DISCOMS, they shall issue shares and instruments in favour of the holding company as specified in Schedules 'A' to 'F' and the holding company shall issue shares and instruments in favour of the Government as specified in Schedule 'G'

Transfer of Personnel

6. (1) The transfer of personnel to the transferees shall be subject to to the terms and conditions contained in section 16 of the Act.

(2) By order No. F.11/99/2001 - Power/PF - III/2849 dated the 15th November 2001 of the Government , hereinafter transferred to as "the said order"), the personnel have been classified into five groups based on the principle of "as in where is" basis, the place of work, suitability, experience and other relevant consider as under:

(a)Personnel to be transferred to the services of GENCO, as detailed in **Appendix `A'** to the said order. (b) Personnel to be transferred to the services of TRANSCO, as detailed in **Appendix `B'** to the said order. (c) Personnel to be transferred to the services of DISCOM 1, as detailed in **Appendix `C'** to the said order. (d) Personnel to be transferred to the services of DISCOM 2, as detailed in **Appendix `D'** to the said order. (e) Personnel to be transferred to the services of DISCOM 3, as detailed in **Appendix `E'** to the said order.

With effect from the date of transfer to be appointed for the purpose, the personnel shall stand transferred to, and absorbed in, the GENCO, TRANSCO and DISCOMS, as the case may be, in accordance with the said Order made by the Government, the transferees or the personnel, as the case may be.

(3)

(4) The Gevernment, shall constitute a committee within two months from the date of transfer to receive representations from the personnel if any, in regard to any grievance on the permanent absorption in the transferred and make recommendations in regards to such matters. The Government shall be entitled to pass such orders as it may considers appropriate based on the recommendations of the committee including the transfer of the personnel to another transferee and to provide that any personnel transfer to a transferee under sub-rule (3) shall be deemed to have been transferred to and absorbed in, another transferee specified by the Government from the date of the transfer appointed for the purpose.

(5) The transfer of personnel to the transferees shall be subject to any orders what may be passed by the courts or Tribunals in any of the proceedings pending on the date of the transfer.

(6) Subject to the provisions of these rules, the personnel transferred to a transferee shall cease to be in the service of the Board and shall not assert or claim any benefit of service under the Board.

(7) subject to the provisions of the Act and these rules, the transferee may frame regulations governing the conditions of service of the personnel transferred to the transferees under these rules which shall not in any way be less favourable or inferior to those applicable to them immediately before the transfer and till such time, the existing service conditions of the Board shall mutandis apply.

(8) Subject to sub-rule (9) below, in respect of all statutory and other schemes and employment related matters, including the provident fund, gratuity fund, pension and any superannuation fund or special fund created or existing for the benefit of the personnel and the existing pensioners, the relevant transferee shall stand for the Board for all purposes and all the rights, powers and obligations of the Board in relation to any and all such matters shall become those of such transferee and the services of the personnel shall be treated as having been continuous for the purpose of the application of this sub-rule.

(9) The Government shall make a appropriate arrangements as provided in the tripartite agreements in regard to the funding of the terminal benefits to the extent it is unfunded on the date of the transfer from the Board. Till such arrangements are made, the payment falling due to the existing pensioners shall be made by the TRANSCO, subject to appropriate adjustments with transferees.

For the purpose of this sub-rule, the term-

(a) **"existing pensioners"** means all the persons eligible for the pension as on the date of the transfer from the board and shall include family members of the personnel as per the applicable scheme ; and

(b) **"terminal benefits"** means the gratuity, pension, dearness and other terminal benefits to the personnel and other terminal benefits to the personnel and existing pensioners.

(10)On the effective date of transfer all the existing welfare schemes, like the scheme for Death Relief Fund, DESU Engineers Benevolent Fund Scheme, or similar scheme which are in operation in the Board shall be continued by the transferees on the same terms and conditions shall be given full effect and shall not be discontinued on account of deficiency in fund to maintain such schemes.

(11)All proceeding including disciplinary proceedings pending against the personnel prior to the date of the transfer from the Board to the transferees, or which may relate to misconduct, lapses or acts of commission or omission committed before the date of transfer, shall not abate and may be continued by the relevant transferee.

(12)The personnel transferred to the transferees, shall be deemed to have entered into agreements with the respective transferees to repay loans, advances and other sums due or otherwise perform obligations undertaken by them to the Board which remain outstanding as on the date of the transfer, on the same terms and conditions as contained in the agreements or arrangements with the Board.

(13)The employees of the Government or the Central Government working under the Board, who are assigned to electricity generation, transmission, sub-transmission, distribution and supply-related or any other activities of the Board shall not be governed by these

rules except that such employees shall continue to work on deputation in the transferee to whom they have been conditions as where in the Board till such time the services are required by the transferee or till the expiry of the period of deputation whichever is earlier.

Rights and obligations of third parties restricted

7. Upon the transfer being effected in accordance with the provisions of the Act and these rules, the rights and obligations of all persons shall be restricted to the transferee to whom they are transferred to, and notwithstanding anything to the contrary contained in any deed, documents, instruments, agreements or arrangements which such person has with the Board, he shall not claim any right or interest against the Government, the Board or the transferor or any other transferee.

Pending suits, Proceedings

8. (1) All proceedings of whatever nature by or against the Board pending on the date of the transfer shall not abate or discontinue may be continue or otherwise in anyway prejudicially be affected and the proceeding may be continued, persecuted and enforced, by or against the transferee to whom the same are assigned in accordance with these rules.

(2) The proceedings mentioned in sub-rule (1) may be continued in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Board if the transfers specified in these rules had not been made.

Classifications and transfer of property, rights, liabilities and proceedings

9. (1) The classification and transfer of undertakings including personnel under these rules, unless otherwise specified in any order made by the Government, shall be provisional and shall be final upon the expiry of three months from the date of the transfer.

(2) At any time within a period of three months from the date of the transfer, the Government may, by order to be notified, amend, vary, modify, add, delete or otherwise change terms and conditions of the transfer including the items included in the transfer and transfer such properties, interests, rights, liabilities, personnel and proceedings and

forming part of one transferee to that of any other transferee or to the Government in such manner and on such terms and conditions as the Government may consider appropriate.

Rights and powers of the Transferees

10. Rights and powers of the Transferees.

(1) Within sixty days of the effective date of transfer, the TRANSCO, shall apply to the Commission for the grant of licence under the Act to undertake the business of transmission and bulk supply of electricity in Delhi:

Provided however, that on and from the effective date of the transfer and till the grant of license by the Commission, the TRANSCO shall be entitled to exercise the rights and powers exercisable by the Board under the Electricity (Supply) Act, 1948 (54 of 1948), and undertake the business of transmission and bulk supply of electricity in Delhi, in the same manner as the Board was entitled to exercise prior to the effective date of the transfer.

(2) Within sixty days of the effective date of transfer, the DISCOMS, shall apply to the Commission for the grant of licence under the Act to undertake the business of distribution and retail supply of electricity in the respective areas of supply as specified in **Schedule 'H'**:

Provided, however, that on and from the effective date of the transfer and till the grant of licence by the Commission, the DISCOMS shall be entitled to exercise the rights and powers exercisable by the board under the Electricity (Supply) Act, 1948 (54 of 1948), and undertake the business of distribution and retail supply of electricity in the respective areas of supply as specified in **Schedule 'H'**, in the same manner as the Board was entitled to, prior to the effective date of the transfer.

Transfer by operation of law.

11. The Transfers under these rules shall operate and be effective on the date of transfer notified for the purpose as a statutory transfer and without any further act, deed or thing to be done by the Government, the transferees or any other person.

Decision of Government final

12.(1) If any doubt, dispute, difference or issue shall arise in regard to the transfers under these rules, subject to the provisions of the Act, the decision of the Government thereon, shall be final and binding on all parties.

(2) The Government may, be order published in the official Gazette, make such provisions, not inconsistent with the provisions of the Act, as may appear to be necessary for removing the difficulties arising in implementing the transfers under these rules.

By order and in the name of the L. Governor of the National Capital Territory of Delhi.

(Ramesh Chandra)
Principal Secy. (Power)

No.: F.11(99)/2001-Power/2868-74 Dated the 20th November 2001

SCHEDULE-A

[rule 4(1) (a)]

PPCL- (PRAGATI POWER CORPORATION LIMITED)

PART- I

Unless otherwise sspecified by the Government all assets, liabilities, rights and interest which the Board has in the Pragati Power Project (CCGT) with installed capacity of two units of 104 MW each and 1 unit of WHRU of 122 MW with all associated equipment, viz. gas turbines, steam turbines, generator transformer, heat recovery steam generator, control and instrumentation, HSD/Naptha facilities along with all the associated auxiliaries, stores, spare parts, consumables, raw materials, etc. and work in progress including the rights and interest in the following:-

I. GENERAL ASSETS/LIABILITIES :

Special tools and equipment, material handling equipment, earth movers, bulldozers, concrete mixtures, cranes, trailers, heavy and light vehicles, furniture, fixtures, office equipments, air conditioners, refrigerators, computers and signal systems, spares, consumables, testing laboratories and equipment, training centre, workshops, machinery and equipment send for repair, scrap and obsolete materials and works in progress.

II. OTHER ASSETS :

Other assets immovable and movable properties including buildings, plant and machinery, motor car, jeeps, trucks, cranes, trailers and other vehicles, furniture, fixtures, office equipments, air conditioners, computers etc. to the extent they are utilized in, operated by or associated with the assets tranferred to under items I above shall also form part of generation Undertaking:

PROVIDED THAT notwithstanding I and II above and that the land was being used immediately before date of the transfer exclusively or primarily for the business of the transferee, no part of the land shall form part of the assets transferred under these rules. The transferee shall be entitled to use such land as a licensee of the government on payment of a consolidated amount of one rupee only per month during the period the transferee has the sanction or licence or authorization to undertake the generation business. As and when such licence or sanction or authorization is revoked or cancelled or not renewed or the area of supply where the land is situated is withdrawn from the transferee, the licence to the transferee in respect of such land shall stand cancelled.

III. MISCELLANEOUS :

1. Contracts, agreements, interest and arrangements.
2. Loans secured and unsecured to the extent to be sspecified in Balance Sheet Part -II, subject to adjustments as per the notes of the Accounts of the Balance Sheet of the Transferee.
3. Cash and bank balance to the extent to be sspecified in Balance Sheet Part-II, subject to adjustment as per the Notes of the Accounts of the Balance Sheet of the Transferee.
4. Other current assets to the extent they are exclusively or primarily associated or related to Generation Activities tranferred to in items I to III above.
5. Current and other liabilities and provisions to the extent to be sspecified in Balance Sheet -Part II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
6. Proceeding to the extent they are exclusively or primarily associated with or related to Generation activities or undertaking or Assets tranferred to in items I to III above.

Part - II

1. Value of the Assets, liabilities, rights and interest of the Delhi Vidyut Board in Pragati Power Project as on the date of transfer shall be transfer to PPCL.
2. Against the above transfer, PPCL shall issue equity shares and instruments favour of the Government, that shall be indicated through a separate notification.
3. The balance sheet of PPCL shall be drawn as on the date of transfer consolidating the existing assets and liabilities, share capital etc. of PPCL and the value of assets, liabilities, rights and interest transferred and shares and instruments for consideration therefor.

SCHEDULE-B

GENERATION UNDERTAKING
GENCO - (INDRAPRASTHA POWER GENERATION COMPANY LIMITED)

PART - I

Unless otherwise sspecified by the Government the Generation Undertaking shall comprise of all the assets, liabilities and proceeding concerning Generation consisting of :

I. POWER STATIONS :

i) THERMAL

a) **INDRAPRASTHA POWER STATION :** with capacity of 1 Unit of 36.6 MW, 3 units of62.5 MW and 1 unit of 60 MW capacity each with all associated and related equipment such as generators, turbines, boilers, condensers, electrostatic precipitators, controls and instrumentation, railway sidings, coal handling system, ash handling system, ash pond, raw watersupply and treatment system, DM water plant, secondary fuel oil storage facilities and its handling system, switch yards including step up transformers, service transformers, auxiliary unit transformers circuit breakers, HT & LT Switchgears, control and protection system, over head cranes, RCC chimney, a brick manufacturing plant for 3 lacs bricks per day, stores, spare parts, consumables, raw materials etc. and work in progress.

b) **RAJGHAT POWER STATION :** with 2 units of 67.5 MW capacity each with all associated and related equipment such as generators, turbines, boilers, condensers, electrostatic precipitators, controls and instrumentation, railway sidings, coal handling system, ash handling system, ash pond, raw watersupply and treatment system, DM water plant, secondary fuel oil storage facilities and its handling system, switch yards including step up transformers, service transformers, auxiliary unit transformers circuit breakers, HT & LT Switchgears, control and protection system, over head cranes, RCC chimney, a brick manufacturing plant for 24000 bricks per day, stores, spare parts, consumables, raw materials etc. and work in progress.

c) **GAS:** GAS TURBINE POWER STATION : with installed capacity of 6 units of 30 MW each and 3 units of WHRU of 34 MW each with all associated equipment viz. gas turbines, steam turbines, generator transfomer, heat recovery steam generator, control and instrumentation, HSD/Naptha storage facilities along with all the associated auxiliaries, Stores, spare parts, consumables, raw materials etc. and work in progress.

II. GENERAL ASSETS/LIABILITIES:

Special tools and equipment, material handling equipment, earth movers, bulldozers, concrete mixtures, cranes, trailers, heavy and light vehicles, furniture, fixtures, office equipments, air conditioners, refrigerators, computers and signal systems, spares, consumables,raw materials , civil works installations including roads, building, dispensaries, testing laboratories and equipment, training center, workshops, machinery and equipment sent for repairs, scrap and obsolete materials and work in progress.

III.OTHER ASSETS :

Other assets immovable and movable properties including buildings, plant and machinery, motor car, jeeps, trucks, cranes, trailers and other vehicles, furniture, fixtures, office equipments, air conditioners, computers etc. to the extent they are utilized in, operated by or associated with the assets tranferred to under items I and II, along with the residential colonies and properties like shops etc. situated in the colonies as per the order No.F.!!/99/2001 - Power/PF-III/2828 dated 13th November, 2001 of the government to above shall also form part of generation undertaking.

PROVIDED THAT notwithstanding I, II and III above and that the land was being used immediately before date of the transfer exclusively or primarily for the business of the transferee, no part of the land shall form part of the assets transferred under these rules. The transferee shall be entitled to use such land as a licensee of the government on payment of a consolidated amount of one rupee only per month during the period the transferee has the sanction or licence or authorization to undertake the generation business. As and when such licence or sanction or authorization is revoked or cancelled or not renewed or the area of supply where the land is situated is withdrawn from the transferee, the licence to the transferee in respect of such land.

IV.MISCELLANEOUS :

1.Contracts, agreements, interest and arrangements.

2.Loans secured and unsecured to the extent to be sspecified in Balance Sheet Part -II, subject to adjustments as per the notes of the Accounts of the Balance Sheet of the Transferee.

3.Cash and bank balance to the extent to be sspecified in Balance Sheet Part-II, subject to adjustment as per the Notes of the Accounts of the Balance Sheet of the Transferee.

4.Other current assets to the extent they are exclusively or primarily associated or related to Generation Activities tranferred to in items I to III above.

5.Current and other liabilities and provisions to the extent to be sspecified in Balance Sheet -Part II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.

6.Proceeding to the extent they are exclusively or primarily associated with or related to Generation activities or undertaking or Assets tranferred to in items I to III above.

Part - II

Liabilities		Assets	
Long Term Liabilities		Fixed Assets	
Authorised, issued, subscribed and paid up 140,000,000 shares of Rs. 10 each infavour of holding company	140	Gross Fixed Assets	510
Secured Loan payable to Holding Company	210	Less : Accumulated Depreciation	160
Total	350	Net Fixed Assets	350
Current Liability		**Current Assets**	
Payable to Holding Company	49	Receivables due from TRANSCO	42
Other Current Liabilities	42	Cash and Bank Balance	9
Total	91	Fuel Stock	26
		Spares and Stores	12
		Loan to personnel	2
		Total	91
Total Liabilities	**441**	**Total Assets**	**441**

Notes to Accounts

On the date of transfer GENCO shall have the opening balance sheet mentioned in this part as adjusted for the following :

1. The cash and Bank balances shall be adjusted by infusion or withdrawal of funds by Holding Company so as to ensure that the balances are as mentioned in the Balance Sheet in the schedule.

2. The value of Stores and Spares and Loans to Personnel shall be adjusted to reflect the actual book value as on the date of transfer. In case the actual book value of these items is more than the value mentioned in the Balance Sheet in this schedule, there shall be a corresponding increase in the current liability payable to the Holding Company. A decrease in the value of such items will be followed by a corresponding decrease in the current liability payable to Holding Company.

3. GENCO shall undertake to repay the loan payable to Holding Company mentioned in this part, within twelve years from the date of transfer with a moratorium for the first three years on both interest and principal repayment. Thereafter the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments from the date of transfer.

4. GENCO shall undertake to repay the current liability payable to Holding Company mentioned in this part, within one year in twelve equal monthly installments.

SCHEDULE-C

OPERATING PROCEDURES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Procedures words and expressions Defined in the Bulk Supply agreement shall have the same meaning in these Operating Procedures and the following words and expressions shall, unless the context requires otherwise, have the meanings set out opposite them.

"Applicable Codes": any or all of the Grid Code, the distribution Code and any other code or instrument issued or approved by the Central or State Regulatory Commission in accordance with the applicable Electricity Laws and regulations **"Bulk Supply Agreement":** the bulk supply agreement between Transco and the COMPANY

"Bulk Supply Business": the business or bulk supply of electrical energy in the National Capital Territory of Dellhi.

"Bulk Supply Liconce": the Transmission and Bulk Supply Licence which, Transco will apply for and obtain from the Commission.

"Commission" means the Delhi Electricity Regulatory Commission constituted under Section 3 of the Delhi Electricity Reform Act, 2000.

Commissioning Programme": the programme for the commissioning of a New Connection or Modification drafted by the COMPANY and approved by Transco in accordance with the provisions of Article 5.

"Completion Date": the proposed date for completion of the works as sspecified in a Construction Programme

"Connection": means the Point of Supply of electricity in Bulk by Transco to the COMPANY.

"Construction Programme": the programme for the carrying out of the works agreed ton between Transco and the COMPANY.

"Co-ordination Committee": a co-ordination committee established by the parties pursuant to terms in the Bulk Supply Agreement

"Connection application": an application made by the COMPANY to Transco for the construction and commissioning of a New Connection.

"Connection Offer": an offer made by Transco to the COMPANY in response to a Connection Application from the COMPANY to Transco.

forming part of the Distribution System

"Electricity Laws": any or all of the Delhi Electricity Reform Act, 2000, the Electricity Regulatory Commissions Act, 1998, the Indian Electricity Act, 1910, the Electricity (Supply) Act, 1948, the Indian Electricity Rules, any amendment or replacement of the same, and any other law, decree, judgement, legislation, regulation, statute or other legislative measure relating to electricity from time to time in force and in so far they are applicable in the National Capital Territory of Delhi. **"Equipment":** Transco Equipment or the COMPANY Equipment, as the context may require.

"Equipment Schedule ": the form of equipment responsibility schedule prescribed from time to time in the Grid Code.

"Existing Connection ": a Connection in existence and which has been commissioned as at the date of adoption of these Procedures.

forming part of the Transmission System
"Modification ": an alteration to a Connection.

"Modification Application ": an application made by the COMPANY to Transco for a Modification.

"Modification Offer ": an offer made by Transco to the COMPANY for the construction and commissioning of a Modification provided in response to a Modification application received by Transco.

"New Connection ": a Connection other than an Existing Connection.
"Procedures ": means these operating procedures
"proposed Connection ": any site proposed by the COMPANY to be constructed and commissioned as a New Connection. **"Reform Act ":** The Delhi Electricity Reform Act, 2000.

"Retall Supply Business ": the business of distribution and retail supply of electrical energy in the Area of Supply, which in the case of the COMPANY is the Sspecified Area.

"Retail Supply Licence ": the distribution and retail supply licence to be granted to the COMPANY by the Commission **"Safety Obligations ":** all applicable obligations and laws concerning health and safety (including any duty of care arising at common law, under statute, statutory instrument, and codes of practice, compliance with the provisions of which is mandatory) including, without limitation, any of the Electricity Laws.
"Site Responsibility Schedule": the form of site responsibility schedule prescribed from time to time in the Grid Code. **"Transco ":** Delhi Power Corporation Limited and shall include the relevant successor entity or entitles of Transco.

2. REVIEW AND AMENDMENT OF THE OPERATING PROCEDURES

2.1 The Co-ordination Committee shall review the Operating Procedures from time to time, and in particular the performance by each of the Parties of its obligations and the exercise of its rights under the Operating Procedures, and shall, in light of and taking into account the results of such review, use all reasonable endeavours to agree any alterations to these Procedures that may be necessary or desirable.

2.2 If the Commission makes any amendments to the Grid Code or any other Applicable Codes such amendments together with all consequential changes consistent with the same as may be made by Transco shall be deemed to be incorporated in the Operating Procedures, as and with effect from the date on which such amendment becomes effective. Transco shall, as soon as practicable after the sate on which such change(s) become effective convene a meeting of the Co-ordination Committee to discuss such changes and issue an amended version of the Operating Procedures which shall reflect, as appropriate, such change(s).

2.3 Similarly the Central Electricity Regulatory Commission and the Central Transmission Utility sspecified under the Indian Electricity Act, 1910 and the Electricity (Supply) Act, 1948, may from time to time issue directions for compliance with Grid

Code applicable to Northern Grid and further provide for other standards and Codes which may have an impact on the Operating Procedures agreed to between the Parties. The Parties will be bound by such directions, codes, standards etc. that may be sspecified by the Central Electricity Regulatory Commission and the Central Transmission Utility and agree to modify the Operating Procedures existing between them to be consistent with the above.

3. COMPLIANCE WITH GRID CODE

The Parties shall be bound by and shall comply with the provisions, as amended from time to time as mentioned in Article 2.

4. OBLIGATIONS RELATING TO CONNECTIONS

4.1 Subject to the terms of terms of these Procedures neither Party shall do or (within the land over which it has granted any Right of Access) permit anything to be done (whether in relation to the Connection itself or to any of such Party's Equipment) which might sever,terminate, restrict, impair, impede or interfere with any Connection or the effective operation of any Connection without the prior consent of the other Party (which consent shall not be unreasonably withheld or delayed taking into account both the COMPANY's need to maintain, repair and operate the Distribution System, and Transco's need to maintain, repair and operate the Transmission System), save to the extent necessary to enable:

4.1.1 the relevant party to carry out any works, repairs or maintenance which it is obliged to carry out pursuant to any of the Applicable Codes or Electricity Laws; or

4.1.2 any person to deal with the requirements of an Emergency.

4.2 Subject to the terms of these Procedures each party shall:

4.2.1 if and in the event that that party becomes aware of any Emergency affecting the other Party's Equipment:

(a)inform the other Party of the existence of such Emergency; and

(b)take whatever steps as are practicable in the circumstances in order to mitigate the effects of any Emergency on the other Party's Equipment, provided that that Party shall be reimbursed by the Party whose Equipment is so affected for all expenses and costs reasonably incurred in its taking such action; and

4.2.2 comply at all times with prudent utility practices and Safety Obligations.

4.3 Subject to the terms of these Procedures the COMPANY shall:

4.3.1 keep all its relevant Equipment which is situated at or adjacent to any Connection in such condition as will enable electrical energy to flow to and from the Distribution System through that Connection in accordance with prudent utility practices: and

4.3.2 control, maintain, (to the extent necessary) repair and operate its Equipment such that its Equipment shall be in a condition fit for the purpose of the distribution of electrical energy in accordance with purpose of the distribution of electrical energy in accordance with prudent utility practices and the provisions of the relevant Site Responsibility Schedule.

4.4 Subject to the terms of these Procedures Transco shall:

4.4.1 keep all its relevant Equipment which is situated at or adjacent to any Connection in such condition as will enable electrical energy to flow to and from the Transmission System through that Connection: and

4.4.2 control, maintain, (to the extent necessary) repair and operate its Equipment such that its Equipment shall be in a condition fit for the purpose of the transmission of electrical energy in accordance with prudent utility practices and the provisions of the relevant Site Responsibility Schedule.

5. NEW CONNECTIONS AND MODIFICATIONS

5.1 Transco and the COMPANY shall each comply with the procedure set out in this paragraph in relation to the construction and commissioning of New Connections and Modifications.

5.2 The procedure for the construction and commissioning of New Connection or Modification shall be as follows:

5.2.1 the COMPANY shall complete and submit to Transco an Application in relation to the Proposed Connection or Modification, which shall include:

(a)A report stating the purpose of establishment of a new supply point, proposed connection or modification and a description of the new or modified equipment to be installed at the proposed connection or connection (as appropriate);

(b)a Construction Programme;

(c)all other information required to be submitted by the COMPANY to Transco with any application for a New Connection or Modification in accordance with the terms of the Grid Code; and

(d)all other information as Transco may reasonably require so as to enable it to evaluate the Application.

5.2.2 Transco shall consider such Application and shall forward to the COMPANY a Connection Offer or Modification Offer (as appropriate) as soon as practicable and (unless the Commission consents to a longer period) in any event within two (2) months of receipt by Transco of the application and all information required to be submitted therewith. Such Connection Offer or Modification Offer shall include:

(a)details of any and all works that Transco will need to undertake, including any works required for the extension or reinforcement of the Transmission System which are necessary or desirable to accommodate the conditions set out in the relevant application;

(b)details of statutory clearances, wayleaves, easements and rights over land required in order to complete the works

5.2.3 In relation to the above the capital-related payments and expenses including those arising from necessary consequential reinforcement or extension of the Transmission System shall be incurred by Transco only, if such payments and expenses are approved by the Commission and allowed as a pass through in the Bulk Supply Tariff.

5.2.4 Notwithstanding the above it in Transco's opinion the nature and complexity of the Application is such that the time frame sspecified in that paragraph is not adequate Transco shall (with the consent of the Commission, for which Transco shall, if it thinks appropriate, apply) make a preliminary indication of terms (which indication shall not be intended to create legal relations between Transco and the COMPANY) specifying a date by which it intends to forward to the COMPANY the Connection Offer or Modification Offer. Within [30] days of receipt of such preliminary indicated of terms the COMPANY shall notify Transco in writing whether or not Transco should proceed to make the Connection offer or Modification offer (as appropriate).

5.2.5 The Connection offer or Modification Offer made by Transco shall be an irrevocable offer which shall remain open for acceptance by the COMPANY for sixth (60) days from the date of its issue by Transco If the COMPANY wishes to accept the Connection offer or Modification Offer it shall notify Transco in writing of its intention to do so. For the avoidance of doubt, if

Transco does not receive notification of the acceptance by the COMPANY of the relevant Connection Offer or Modification Offer within the sspecified period of sixty (60) days then the relevant Connection offer or Modification Offer shall lapse and be of on effect.

5.2.6 If the Connection offer or Modification offer is accepted by the COMPANY the construction and commissioning of the Proposed Connection or Modification shall proceed in accordance with the Construction Programmed agreed to between the Parties.

5.2.7 If the COMPANY has provided new information, specifications or data since submitting the Application and supporting information to Transco, Transco shall make a revised Connection offer or Modification Offer (as appropriate) within sixty (60) days of written request being made by the COMPANY, and the provisions of the Paragraph 5.2.6 shall apply to such revised Connection Offer or Modification Offer, mutatis mutandis.

5.2.8 Transco shall be entitled to reject any Application if :

(a)any of the grounds for rejection set out in the Applicable Code and/or the Bulk Supply Licence apply at the time the Application is received by Transco; and/or

(b)accepting the Application and implementing the New Connection or Modification would put transco in breach of any Applicable Codes, the Bulk Supply Licence, or any of the Electricity Laws.

5.3 Transco and the COMPANY shall each use all reasonable endeavours to obtain the planning and statutory consents, wayleaves, easements or rights over all land necessary to enable each party to carry out and complete the works. Each party will bear will bear the costs incurred in obtaining such consents or permissions for the works their scope.

5.4 All the works shall be complete in all respected by the Party on whom the Construction Programme, the relevant provisions or the Applicable Codes, the relevant Indian Standard Specification (and if no applicable Standard).

5.5 The Construction Programme may be varied always that both Parties consent in writing to such variation and that such variation shall be made before the Complete Date.

5.6 Immediately on acceptance of Transco's offer by the COMPANY, the Commissioning Programme shall be prepared and implemented as follows :

5.6.1 Each party will make available to the other Party a draft Commissioning Programme.

5.6.2 Each party as soon as practicable and in any event within (30 days) or receipt hereof shall approved the draft Commissioning Programme or notify the other Party any variations to the proposed Commissioning Programme of the Party. If the Parties do not respond within {30} days of receipt, it will be deemed that the Commissioning Programme, has been approved by both the Parties.

5.6.3 In case of any dispute over the draft Commissioning Programme, the same shall be resolved in accordance with the dispute resolution procedure contained in Article 11 of the Bulk Supply Agreement.

6. **CHANGES TO TRANSMISSION SYSTEM**

6.1 If Transco considers that it is necessary or desirable for reasons of system security or efficiency or in exercise of its rights or in compliance with its obligations under any of the Electricity Laws or any of the Applicable Codes, to change or reconfigure the Transmission System, and such change or reconfiguration involves :

(a)effecting any Modification;

(b)implementing any New Connection; or

(c)decommissioning any substation or any part thereof.

Then it shall be entitled to carry out all appropriate works to effect such change and/or reconfiguration.

While carrying out such change or reconfiguration Transco shall ensure that existing supplies in the COMPANY will continue to receive supply through their outgoing feeders.

6.2 If Transco wishes to carry out any works pursuant to Paragraph 6.1, it shall notify the COMPANY in writing at least [30] days prior to the carrying out of the relevant works to the extent that the carrying out of any such works shall affect any existing Connection.

6.3 Transco shall use all reasonable endeavours to minimise the effects on the Distribution System of any such Modification(s), New Connection or decommissioning of any substation, on the Distribution System.

6.4 All costs and expenses in respect of all works carried out to effect the changes referred to in Paragraph 6.1 shall be for the account of Transco but any other cost that may have to be incurred by the COMPANY due to such changes of reconfiguration carried out by Transco, shall be to the account of the COMPANY.

7. **METERING**

7.1 Installation of Meters

7.1.1 Transco shall install a Main Meter and a Check Meter at all of its 400 kv and 200kv substations on which any point of Supply is situated.

Notwithstanding the above, if any of the Meters mentioned above is already installed and functional on the date of this Agreement, such Meter shall be deemed to qualify for the above Meter installation responsibility of Transco, provided such meter is certified (by government authorised meter testing lab/centre) to be within the accuracy level and other requirements of this Schedule.

7.1.2 Following installation, the Main Meters and the Check Meter shall be the property of Transco and Transco shall be responsible for the cost of their maintenance, replacement and calibration. All the meters mentioned in this clause 7.1.2 shall be under the joint custody of the Parties

Notwithstanding the above metering system, both Parties expressly agree and accept that Transco shall own the 66kv busbars (or the 33 kv busbars in case the point of supply is at 33 kv) at the 400 kv or 220 kv substations on which any point of Supply is situated and shall be responsible for their operation and maintenance.

7.2 Inspection and Testing of Meters

7.2.1 The Main Meter and the Check Meters and any other meter relevant to the calculations of the payments due under this agreement shall be sealed with a seal owned by each of the Parties and shall not be opened, calibration or tested except in the presence of the representatives of both the COMPANY and Transco. Each party shall ensure that the meters, monitors, terminals of CT and PT, are appropriate and the associated circuits which it owns, are sealed between inspections and tests.

7.2.2 The COMPANY and Transco shall inspect the metering system atleast once every three months and, if necessary, recalibrate the metering system and in any event, recalibration at least once every 12 months. Any party can require the testing of any

Meter even before the period of three months stipulated above. In such a case, if after the test, the meter is found to be within the accuracy levels required by this Schedule, the cost of meter testing shall be borne by the party who had requested for the test. In all other cases, the cost of the meter test and recalibration shall be borne by the owner of such meter.

In addition to the tests conducted under clause 7.2.2, in the event that the reading on the Check Meter differs from that on the Main Meters by more than -+ 0.2% in any month, the Main Meters and the Check Meters shall be be jointly tested in turn.

7.2.3 In the event that any meter comprising the Meter System is found to be defective, it shall be obligatory for Transco to recalibrate or replace the Meter within seven (7) days to ensure that it is functioning correctly.

7.2.4 The testing and calibration shall be conducted in accordance with Clause 7.6 hereunder.

7.2.5 Transco shall provided the COMPANY, on reasonable notice from the COMPANY with such access to the Meters, as the COMPANY may reasonably required for the purpose of complying with its obligations under the agreement. In exercise of its rights under the clause, the COMPANY shall not interfere with the operation functioning of the Transmission System.

7.3 Electrical Output

The electrical energy delivered by Transco to the COMPANY at the Point of Supply shall, be measured on the basis of meter reading from the Main Meters.

7.4 Inaccuracy of Meters

7.4.1 In the event that any Main Meter fails to register or, upon being tested, is found not to be accurated within -+ 0.2% but the Check Meter is found to be accurate within -+ 0.2%. the electrical energy shall for the relevant period be measured on the basis of the value registered by the corresponding Check Meter.

7.4.2 In the event that the Main Meter and the corresponding Check Meter both fail to register or, upon being tested, be found not be accurate within -+ 0.2%, the electrical energy shall for the relevant period be adjusted by immediately restoring and recalibrating the Main Meter and the corresponding Check Meter and the correction applied to the consumption registered by the Main Meter.

7.4.3 For the purpose of the correction to be applied, the Main Meter shall be tested at 100, 80, 50 and 20 per cent load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factory nearest the average monthly load served at the Points of Supply during the relevant period shall be taken as the error to be applied for correction.

7.4.4 The relevant period referred to in the above clauses shall be the actual period during which inaccurate measurement were made if such period can be determined or, if not readily determinable, the shorter of (i) the period since the immediately preceding test of the relevant Main Meter and (ii) ninety (90) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.5 Meter Reading

Representatives of both Transco and the COMPANY shall conduct joint visual readings of the Metering System at 10.00 am on the first day of each following which the Parties shall immediately prepare joint statements recording of such meters for the relevant month and, if the readings are significantly different from each other and/or the reading of the Check Meter differs, from the reading of the Main Meter by -+0.2%, then the Metering System shall immediately be jointly tested by the COMPANY and Transco and the provisions of clause 7.4 shall apply. IF the representative of the COMPANY fails to be present, the statement prepared by the representative of Transco shall be considered valid for the payment obligations of the COMPANY.

The print out of data and reading recorded in the memory of static energy meter, down loaded through meter reading instrument of otherwise shall also be recognised for the computation of energy and such other action as may be deemed necessary.

7.6 Metering System

7.6.1 Each meter comprising the Metering System shall have an accuracy class of -+ 0.2% as per IEC 687 or or any corresponding equivalent standards. Each PT and CT shall also be of same accuracy level.

7.6.2 Each meter comprising the Metering System shall, as to their technical standards, description, accuracy and calibration, comply fully with any applicable requirements of the Electricity Rules.

7.6.3 The Metering System shall measure :

(i) the KWh, KVA, kVAh maximum/minimum power factor, maximum demand, voltage, current, KVAR and KVARh for each Settlement Period;

(ii) the tampering, if any, of the Metering System along with the details of such tampering.

7.6.4 The Metering System shall be capable of keeping in record, the data outline in Clause 7.6.3 for period of last sixty (60) days.

7.6.5 The Metering System shall be of a self diagnostic type.

7.6.6 the COMPANY may required Transco at the COMPANY's expenses, to install such additional remote monitoring equipment as the COMPANY may reasonably require for the purpose of measuring and monitoring the performance of the Project.

7.6.7 Applicable Standards

The latest versions of the following Standards (or their equivalent Indian Standards) will be applicable :

IEC-687 for Static Energy Meters

ISS 13779 for Static Energy Meters

BS 3938 for Potential (Voltage) Transformers

CBIP Report No. 88 for Solid State Meters

7.6.8 Type of Meters

the Meters shall be microprocessor based electronic Tri-Vector Meters. Provisions should also be made for remote reading and telemetering of energy consumed.

7.6.9 CTs and PTs for Metering purpose

(i) The Current Transformers are to be as per the BS-3938 or any corresponding equivalent standards with an accuracy class 0.1 and a minimum rated output of 15 VA.

(ii) The Voltage Transformers are to be as per the BS-3944 or any corresponding equivalent standards with an accuracy of class 0.1 and a minimum output 9 of 100 VA.

(iii) the CT/PT secondary winding supplying a Main Meter will be dedicated for that meter unless otherwise agreed. However, the secondary winding supplying a Check Meter can be used for other purposes as long as there is no degradation of accuracy beyond the defined limits.

(iv) The burden on any CT/PT associated meter will not be modified without obtaining of the other party Common return wire for

(v) two or more CT secondary circuits is not permitted.

(vi) Each meter shall be fed by a separated fused set of leads from the PT.

(vii) IF the Main and Check Meters are to be connected to the same PT, then separate fuses have to be provided for each circuit. Each fuse in the PT circuit will be

(viii) monitored and alarmed for voltage failure for loss of one or more phases of voltage supply to any Meter.

(ix) site testing of the Metering System.

(x) The CT cable size should not be less than 6 Sq. Mm (preferably 10 Sq. Mm) Copper. The PT cable should

(xi) not have a resistance greater than 0.2 ohm/phase.

7.6.10Test/Calibration Equipment

(i) Solid State sub-standard meter suitable for checking the accuracy of class -+0.2% meters should be used. These should be duly calibrated and sealed by the Government authorised meter testing house/lab or by a mutually agreed independent test house where such facilities are available.

(ii) Similarly, suitable primary/secondary injection sets should also be available at the plant.

Till above metering system is commissioned, the energy consumption shall be worked out as per present metering system on a provisional basis. COMPANY shall be pay as per such provisional energy consummation. After installation of new metering system the discrepancy between the new system and earlier system shall be determined and adjustments shall be immediately carried out based on the new system.

SCHEDULE - `D'
[See rule 4(1) (d) and Part I of schedule "H"]

DISTRIBUTION UNDERTAKING - DISCOM 1(CENTRAL- EAST DELHI ELECTRICITY DISTRIBUTION COMPANY LTD.)

Part - I

Unless otherwise sspecified by the Government the Tansmission Undertakings shall comprise of all the assets, liabilities and proceedings concerning Distribution consisting of :

1. DISTRIBUTION ASSETS

All the 66 kv and 33 kv grid substations along-with the associated 66 kv and 33 kv transmission lines, 11 kv and LT. lines, on different types of supports with various sizes of conductors and step up/step down transformers, breakers, protective and metering devices and control rooms, testing laboratories, right of the way, building, roads, diesel generating sets or other conventional and non-conventional generating units, service connections and installations inside consumer premises, street lighting and signal system owned by or maintained by the board on behalf of the Municipal Corporation of Delhi and other Govt. agencies but excluding fittings, fixtures and installations owned by private persons or local authorities and excluding in particular the 66kv and 33kv lines enamating from the 400kv and 220 kv substations as well as Generation Undertaking feeding the NDMC and MES areas of supply.

2. GENERAL ASSETS/LIABILITIES :

Special tools and equipments, material handling equipment, earth movers, bulldozers, concrete mixtures, cranes, trailers, heavy and light vehicles, furniture, fixtures, office equipments, air conditioners, refrigerators, computers and signal systems, spares, consumables, raw materials, civil work installations including roads, buildings, schools , dispensaries, testing laboratories and equipment, training centers, workshops, work in progress, machineries, and equipment sent for repairs, scrap and obsolete materials.

3. OTHER ASSETS :

Other assets and movable properties including plant and machinery, motor car, jeeps , trucks, cranes, trailers, other vehicles, furniture, fixtures, air conditioners, computers,etc. to the extent they are utilized and operated by or associated with the assets referred to under Items I and II above, along with the residential colonies and properties like shops etc. situated in the colonies as per the order No.F.11/99/201 - Power/PF- III/2828 dated 13th November, 2001 of the government shall also from the part of Distribution Undertaking. used immediately before date of the transfer exclusively or primarily for the business of the transferee, no part of the land shall from the part of the assets transfer under these rules. The transferee shall be entitled to use such land as a licensee of the Government on payment of a consolidated amount of one rupee only per month during the period the transferee has the sanction or licence or authorization to undertake the distribution business . As and when such licence or sanction or authorization is revoked or cancelled or not renewed or the area of supply where the land is situated is withdrawn from the transferee, the licence to the transferee in respect of such land shall stand cancelled.

4. MISCELLANEOUS :

1. Contracts, agreements, interest and arrangements.
2. Loans secured and unsecured to the extent to be sspecified in Balance Sheet Part -II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
3. Cash and bank balance to the extent to be sspecified in Balance Sheet Part-II, subject to adjustment as per the Notes of the Accounts of the Balance Sheet of the Transferee.
4. Other current assets to the extent they are exclusively or primarily associated or related to Generation Activities tranferred to in items I to III above.
5. Current and other liabilities and provisions to the extent to be sspecified in Balance Sheet -Part II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
6. Proceeding to the extent they are exclusively or primarily associated with or related to Transmission activities or Undertaking or Assets tranferred to in items I to III above.

Notwithstanding anything contained herein above, DISCOM 1 shall not be entitled to undertake the business of bulk supply of electricity to NDMC, MES and similar other persons who have been receiving electricity inbulk from the Board. Such bulk supply functions and business shall vest inTRANSCO notwithstanding that such Bulk Supply is affected through any Distribution system/Distribution Lines vested in DISCOM1. The DISCOM1 will provide TRANSCO the meter readings and other information concerning such Bulk Supply effected through Distribution System/Distribution Lines.

PART - II

Opening Balance Sheet of
CENTRAL- EAST DELHI
ELECTRICITY DISTRIBUTION COMPANY LTD.
(DISCOM1)

Liabilities		**Assets (Rs. crore)**	
Long Term Liabilities		Fixed Assets	
Authorised, issued, subscribed and paid up 116,000,000 shares of Rs. 10 each infavour of holding company	116	Gross Fixed Assets	650
Secured Loan payable to Holding Company	174	Less : Accumulated Depreciation	
Total	290	Net Fixed Assets	
Current Liability		**Current Assets**	
Payable to Holding Company	15	Receivables due from Consumers	
Payable to TRANSCO	68	Cash and Bank Balance	
Consumer Security Deposit	8	Spares and Stores	
Total	91	Loan to personnel	
		Total Current Assets	
Total Liabilities	**381**	**Total Assets**	

Notes to Accounts

On the date of transfer DISCOM1 shall have the op rt as adjusted for the following :

1. The cash and Bank balances shall be adjusted by injection or withdrawal of funds by Holding Company so as to ensure that the balances are as mentioned in the Balance Sheet in the schedule.

2. The value of Stores and Spares and Loans to Personnel shall be adjusted to reflect the actual book value as on the date of transfer. In case the actual book value of these items is more than the value mentioned in the Balance Sheet in this schedule, there shall be a corresponding increase in the current liability payable to the Holding Company. A decrease in the value of such items will be followed by a corresponding decrease in the current liability payable to Holding Company.

3. DISCOM1 shall undertake to repay the loan payable to Holding Company mentioned in this part, within twelve years from the date of transfer with a moratorium for the first three years on both interest and principal repayment. Thereafter the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments from the date of transfer.

4. DISCOM1 shall undertake to repay the current liability payable to Holding Company mentioned in this part, within one year in twelve equal monthly installments from the second month onwards from the date of transfer.

5. DISCOM1 shall undertake to repay the Power Purchase liability payable to GENCO mentioned in this part, within the first two months from the date of transfer.

6. All the receivables from sale of power to consumers of the erstwhile Board other than to the extent specifically included in this part above shall be to the account of Holding Company. DISCOM1 will be authorized to realize the receivables of the Holding Company in its area of supply. Upon realization of such receivables of the Holding company the same shall be shared between the Holding Company the same shall be shared between Holding Company and DISCOM1 in the ratio 80:20.

SCHEDULE - `E'
[See rule 4(1) (e) and Part II of schedule "H"]

DISTRIBUTION UNDERTAKING - DISCOM 2(SOUTH-WEST DELHI ELECTRICITY DISTRIBUTION COMPANY LTD.)

Part - I

Unless otherwise sspecified by the Government the Tansmission Undertakings shall comprise of all the assets, liabilities and proceedings concerning Distribution consisting of :

1. DISTRIBUTION ASSETS

All the 66 kv and 33 kv grid substations along-with the associated 66 kv and 33 kv transmission lines, 11 kv and LT. lines, on different types of supports with various sizes of conductors and step up/step down transformers, breakers, protective and metering devices and control rooms, testing laboratories, right of the way, building, roads, diesel generating sets or other conventional and non-conventional generating units, service connections and installations inside consumer premises, street lighting and signal system owned by or maintained by the board on behalf of the Municipal Corporation of Delhi and other Govt. agencies but excluding fittings, fixtures and installations owned by private persons or local authorities and excluding in particular the 66kv and 33kv lines enamating from the 40kv and 220 kv substations as well as Generation Undertaking feeding the NDMC and MES areas of supply.

2. GENERAL ASSETS/LIABILITIES :

Special tools and equipments, material handling equipment, earth movers, bulldozers, concrete mixtures, cranes, trailers, heavy and light vehicles, furniture, fixtures, office equipments, air conditioners, refrigerators, computers and signal systems, spares, consumables, raw materials, civil work installations including roads, buildings, schools , dispensaries, testing laboratories and equipment, training centers, workshops, work in progress, machineries, and equipment sent for repairs, scrap and obsolete materials.

3. OTHER ASSETS :

Other assets and movable properties including plant and machinery, motor car, jeeps , trucks, cranes, trailers, other vehicles, furniture, fixtures, air conditioners, computers,etc. to the extent they are utilized and operated by or associated with the assets referred to under Items I and II above, along with the residential colonies and properties like shops etc. situated in the colonies as per the order No.F.11/99/2001 - Power/PF- III/2828 dated 13th November, 2001 of the government shall also from the part of Distribution Undertaking.

PROVIDED THAT notwithstanding I, II and III above and that the land was being used immediately before date of the transfer exclusively or primarily for the business of the transferee, no part of the land shall form part of the assets transferred under these rules. The transferee shall be entitled to use such land as a licensee of the government on payment of a consolidated amount of one rupee only per month during the period the transferee has the sanction or licence or authorization to undertake the transmission business.As and when such licence or sanction or authorization is revoked or cancelled or not renewed or the area of supply where the land is situated is withdrawn from the transferee, the licence to the transferee in respect of such land shall cancelled.

4. MISCELLANEOUS :

1. Contracts, agreements, interest and arrangements.
2. Loans secured and unsecured to the extent to be sspecified in Balance Sheet Part -II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
3. Cash and bank balance to the extent to be sspecified in Balance Sheet Part-II, subject to adjustment as per the Notes of the Accounts of the Balance Sheet of the Transferee.
4. Other current assets to the extent they are exclusively or primarily associated or related to Generation Activities tranferred to in items I to III above.
5. Current and other liabilities and provisions to the extent to be sspecified in Balance Sheet -Part II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
6. Proceeding to the extent they are exclusively or primarily associated with or related to Transmission activities or Undertaking or Assets tranferred to in items I to III above.

Notwithstanding anything contained herein above, DISCOM 2 shall not be entitled to undertake the business of Bulk Supply of electricity to NDMC, MES and similar other persons who have been receiving electricity inbulk from the Board. Such bulk supply functions and business shall vest inTRANSCO notwithstanding that such Bulk Supply is affected through any Distribution system/Distribution Lines vested in DISCOM2. The DISCOM2 will provide TRANSCO the meter readings and other information concerning such Bulk Supply effected through Distribution System/Distribution Lines.

Part - I

Opening Balance Sheet of South-West Delhi Electricity Distribution Company (DISCOM 2)

Liabilities		Assets (Rs. crore)	
Long Term Liabilities		Fixed Assets	
Authorised, issued, subscribed and paid up 460,000,000 shares of Rs. 10 each infavour of holding company	460	Gross Fixed Assets	1533
Secured Loan payable to Holding Company	690	Less : Accumulated Depreciation	383
Total	1150	Net Fixed Assets	1150
Current Liabilities		**Current Assets**	
Payable to Holding Company	15	Receivables due from Consumers	122
Payable to TRANSCO	122	Cash and Bank Balance	15
Consumer Security Deposit	11	Spares and Stores	5
Total	148	Loan to personnel	6
		Total Current Assets	148
Total Liabilities	**1298**	**Total Assets**	**1298**

Notes to Accounts

On the date of transfer DISCOM2 shall have the op rt as adjusted for the following :

1. The cash and Bank balances shall be adjusted by injection or withdrawal of funds by Holding Company so as to ensure that the balances are as mentioned in the Balance Sheet in the schedule.

2. The value of Stores and Spares and Loans to Personnel shall be adjusted to reflect the actual book value as on the date of transfer. In case the actual book value of these items is more than the value mentioned in the Balance Sheet in this schedule, there shall be a corresponding increase in the current liability payable to the Holding Company. A decrease in the value of such items will be followed by a corresponding decrease in the current liability payable to Holding Company.

3. DISCOM2 shall undertake to repay the loan payable to Holding Company mentioned in this part, within twelve years from the date of transfer with a moratorium for the first three years on both interest and principal repayment. Thereafter the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments from the date of transfer.

4. DISCOM2 shall undertake to repay the current liability payable to Holding Company mentioned in this part, within one year in twelve equal monthly installments from the second month onwards from the date of transfer.

5. DISCOM2 shall undertake to repay the Power Purchase liability payable to TRANSCO mentioned in this part, within the first two months from the date of transfer.

6. All the receivables from sale of power to consumers of the erstwhile Board other than to the extent specifically included in this part above shall be to the account of Holding Company. DISCOM2 will be authorized to realize the receivables of the Holding Company in its area of supply. Upon realization of such receivables of the Holding company the same shall be shared between the Holding Company the same shall be shared between Holding Company and DISCOM2 in the ratio 80:20.

SCHEDULE - `F'
[See rule 4(1) (f) and Part III of schedule "H"]

DISTRIBUTION UNDERTAKING - DISCOM 3 (NORTH NORTH-WEST DELHI ELECTRICITY DISTRIBUTION COMPANY LTD.)

Part - I

Unless otherwise sspecified by the Government the Tansmission Undertakings shall comprise of all the assets, liabilities and proceedings concerning Distribution consisting of :

1. DISTRIBUTION ASSETS

All the 66 kv and 33 kv grid substations along-with the associated 66 kv and 33 kv transmission lines, 11 kv and LT. lines, on different types of supports with various sizes of conductors and step up/step down transformers, breakers, protective and metering devices and control rooms, testing laboratories, right of the way, building, roads, diesel generating sets or other conventional and non-conventional generating units, service connections and installations inside consumer premises, street lighting and signal system owned by or maintained by the board on behalf of the Municipal Corporation of Delhi and other Govt. agencies but excluding fittings, fixtures and installations owned by private persons or local authorities and excluding in particular the 66kv and 33kv lines enamating from the 400 kv and 220 kv substations as well as Generation Undertaking feeding the NDMC and MES areas of supply.

2. GENERAL ASSETS/LIABILITIES :

Special tools and equipments, material handling equipment, earth movers, bulldozers, concrete mixtures, cranes, trailers, heavy and light vehicles, furniture, fixtures, office equipments, air conditioners, refrigerators, computers and signal systems, spares, consumables, raw materials, civil work installations including roads, buildings, schools , dispensaries, testing laboratories and equipment, training centers, workshops, work in progress, machineries, and equipment sent for repairs, scrap and obsolete materials.

3. OTHER ASSETS :

Other assets and movable properties including plant and machinery, motor car, jeeps , trucks, cranes, trailers, other vehicles, furniture, fixtures, air conditioners, computers,etc. to the extent they are utilized and operated by or associated with the assets referred to under Items I and II above, along with the residential colonies and properties like shops etc. situated in the colonies as per the order No.F.11/99/2001 - Power/PF- III/2828 dated 13th November, 2001 of the government shall also from the part of Distribution Undertaking.

PROVIDED THAT notwithstanding I, II and III above and that the land was being used immediately before date of the transfer exclusively or primarily for the business of the transferee, no part of the land shall form part of the assets transferred under these rules. The transferee shall be entitled to use such land as a licensee of the government on payment of a consolidated amount of one rupee only per month during the period the transferee has the sanction or licence or authorization to undertake the transmission business.As and when such licence or sanction or authorization is revoked or cancelled or not renewed or the area of supply where the land is situated is withdrawn from the transferee, the licence to the transferee in respect of such land shall cancelled.

4. MISCELLANEOUS :

1. Contracts, agreements, interest and arrangements.
2. Loans secured and unsecured to the extent to be sspecified in Balance Sheet Part -II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
3. Cash and bank balance to the extent to be sspecified in Balance Sheet Part-II, subject to adjustment as per the Notes of the Accounts of the Balance Sheet of the Transferee.
4. Other current assets to the extent they are exclusively or primarily associated or related to Generation Activities tranferred to in items I to III above.
5. Current and other liabilities and provisions to the extent to be sspecified in Balance Sheet -Part II, subject to adjustments as per the Notes of the Accounts of the Balance Sheet of the Transferee.
6. Proceeding to the extent they are exclusively or primarily associated with or related to Transmission activities or Undertaking or Assets tranferred to in items I to III above.

Notwithstanding anything contained herein above, DISCOM 3 shall not be entitled to undertake the business of Bulk Supply of electricity to NDMC, MES and similar other persons who have been receiving electricity inbulk from the Board. Such bulk supply functions and business shall vest inTRANSCO notwithstanding that such Bulk Supply is affected through any Distribution system/Distribution Lines vested in DISCOM 3. The DISCOM 3 a will provide TRANSCO the meter readings and other information concerning such Bulk Supply effected through Distribution System/Distribution Lines.

PART - II

Opening Balance Sheet of

North North-West Delhi Electricity Distribution Company Ltd. (DISCOM 3)

Liabilities		**Assets (Rs. crore)**	
Long Term Liabilities		Fixed Assets	
Authorised, issued, subscribed and paid up 368,000,000 shares of Rs. 10 each infavour of holding company	368	Gross Fixed Assets	1210
Secured Loan payable to Holding Company	552	Less : Accumulated Depreciation	290
Total	920	Net Fixed Assets	920
Current Liabilities		**Current Assets**	
Payable to Holding Company	12	Receivables due from Consumers	88
Payable to TRANSCO	88	Cash and Bank Balance	11
Consumer Security Deposit	10	Spares and Stores	5
Total	110	Loan to personnel	6
		Total Current Assets	110
Total Liabilities	**1030**	**Total Assets**	**1030**

Notes to Accounts

On the date of transfer DISCOM3 shall have the opening balance sheet mentioned in this part as adjusted for the following :

1. The Cash and Bank balances shall be adjusted by injection or withdrawal of funds by Holding Company so as to ensure that the balances are as mentioned in the Balance Sheet in the schedule.

2. The value of Stores and Spares and Loans to Personnel shall be adjusted to reflect the actual book value as on the date of transfer. In case the actual book value of these items is more than the value mentioned in the Balance Sheet in this schedule, there shall be a corresponding increase in the current liability payable to the Holding Company. A decrease in the value of such items will be followed by a corresponding decrease in the current liability payable to Holding Company.

3. DISCOM3 shall undertake to repay the loan payable to Holding Company mentioned in this part, within twelve years from the date of transfer with a moratorium for the first three years on both interest and principal repayment. Thereafter the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments from the date of transfer.

4. DISCOM3 shall undertake to repay the current liability payable to Holding Company mentioned in this part, within one year in twelve equal monthly installments from the second month onwards from the date of transfer.

5. DISCOM3 shall undertake to repay the Power Purchase liability payable to TRANSCO mentioned in this part, within the first two months from the date of transfer.

6. All the receivables from sale of power to consumers of the erstwhile Board other than to the extent specifically included in this part above shall be to the account of Holding Company. DISCOM3 will be authorized to realize the receivables of the Holding Company in its area of supply. Upon realization of such receivables of the Holding company the same shall be shared between the Holding Company the same shall be shared between Holding Company and DISCOM3 in the ratio 80:20.

SCHEDULE - `G' [See rule 4(1) (g)]

ASSETS AND LIABILITIES TRANSFERRED TO THE HOLDING CO.

Part - I

1. ASSETS

Value of shares held in DISCOM 1 - Rs. 116 crores.
Value of shares held in DISCOM 2 - Rs. 460 crores.
Value of shares held in DISCOM 3 - Rs. 368 crores.
Value of shares held in TRANSCO - Rs. 180 crores.
Value of shares held in GENCO - Rs. 140 crores.

Secured Loan payable by DISCOM 1 - Rs. 174 crores.
Current receivables from DISCOM 1 - Rs. 15 crores.
Secured Loan payable by DISCOM 2 - Rs. 690 crores.
Current receivables from DISCOM 2 - Rs. 15 crores.
Secured Loan payable by DISCOM 3 - Rs. 552 crores.
Current receivables from DISCOM 3 - Rs. 12 crores.
Secured Loan payable by TRANSCO - Rs. 270 crores.
Current receivables from TRANSCO - Rs. 42 crores.

Secured Loan payable by GENCO - Rs 210 crores.
Current receivables from GENCO - Rs. 12 crores.

Land and Land Rights
Receivables from sale of power to consumers of the erstwhile Board other than to the extent specifically included in Schedule D, E and F.

Any other miscellaneous assets of the board.

2. LIABILITIES:

All liabilities of the erstwhile Board including all contingent liabilities other than those specifically included in Schedules B,C,D, E & F.

Notes to Accounts

All the receivables from sale of power to consumers of the erstwhile Board other than to the extent specifically included in Schedules D, E, & F shall be to the account of Holding Company. The DISCOMS will be authorised to realise the receivables of the Holding Company in their respective area of supply. Upon realisation of such receivables of the Holding Company the same shall be shared between the Holding Company the same shall be shared between Holding Company and DISCOMS in the ratio 80:20.

Part - II

1. In lieu of the transfer of undertaking as provided in Part I of this schedule, the entire share of capital of Holding Company as on the date of transfer shall stand allocated to Government.

SCHEDULE -
`H'
[See rule 2(e), (f)
& (g)]

ASSETS AND LIABILITIES TRANSFERRED TO THE HOLDING CO.

Part - I

DISCOM 1 - CENTRAL-EAST DELHI ELECTRICITY DISTRIBUTION COMPANY LIMITED

1.	Chandni Chowk District (CCK)	Zone - 103 Zone - 103 - A Zone - 104
2.	Darya Ganj District (DRG)	Zone - 101 Zone - 101 - A Zone - 102 Zone - 102 - A

3.	Pahar Ganj District (PHG)	Zone - 111 Zone - 112 Zone - 113
4.	Shankar Road District (SRD)	Zone - 201 Zone - 202 Zone - 203 Zone - 204
5.	Krishna Nagar District (KNR)	Zone - 2101 Zone - 2102 Zone - 2

		1 0 3 Z o n e - 2 1 0 4
6.	Laxmi Nagar District (LNR)	Zone - 2501 Z o n e - 2 5 0 2 Z o n e - 2 5 0 3
7.	Mayur Vihar District (MVR)	Zone - 2301 Z o n e - 2 3 0 2 Z o n e - 2 3 0 3 Z o n e - 2 3 0 4
8.	Jhilmil District (JLM)	Zone - 2201

	Zone - 2202	Zone - 2203
9. Yamuna Vihar District (YVR)	Zone - 2402	Zone - 2403
10. Nand Nagri District (NNG)	Zone - 2902	Zone - 2904

- 2903

Part - II

DISCOM 2 - SOUTH - WEST DELHI ELECTRICITY DISTRIBUTION COMPANY LIMITED

1.	Nehru Place District (NHP)	Zone - 1801 Zone - 1802 Zone - 1803
2.	Alaknanda District (ALN)	Zone - 2001 Zone - 2002 Zone - 2003
3.	Nizamuddin District (NZD)	Zone - 1901 Zone - 1902 Zone

4.	R.K.Puram District (RKP)	Zone - 1601 Zone - 1602 Zone - 1603
5.	Mehrauli District (MLI)	Zone - 1701 Zone - 1903 Zone - 1904 Zone - 1601 Zone - 1602 Zone - 1603 Zone - 1603 - A

6.	Janakpuri District (JKP)	Zone - 1001 Zone - 1002 Zone - 1003 Zone - 1004
7.	Vikaspuri District (VKP)	Zone - 1502 Zone - 1504 Zone - 1505
8.	Palam District (PLM)	Zone - 1503

		Zone - 1506
		Zone - 1507
9.	Punjabi Bagh District (PJB)	Zone - 1201
		Zone - 1202
		Zone - 1203
		Zone - 1204
		Zone - 1205
		Zone

- 1206

10. Najafgarh District (NGF) Zone - 1101

Zone - 1101 - A

Zone - 1101 - B

Zone - 1103

11. Nangloi District Zone - 1150

Zone - 1151

Zone - 1152

DISCOM 3 - NORTH NORTH - WEST DELHI ELECTRICITY DISTRIBUTION COMPANY LIMITED

1.	Kesav Puram District (KPM)	Zone - 501 Zone - 502 Zone - 509 Zone - 520
2.	Pitampura District (PPR)	Zone - 504 Zone - 508 Zone - 510 Zone - 530
3.	Moti Nagar District (MTN)	Zone - 1301 Zone -

		1302 Zone - 1303 Zone - 1304
4.	Civil Lines District (CVL)	Zone - 402 Zone - 411 Zone - 412 Zone - 413 Zone - 414
5.	Shakti Nagar District (SKN)	Zone - 401 Zon

		Zone - 4211 Zone - 4222 Zone - 4233 Zone - 4244
6.	Rohini District (RHN)	Zone - 7041 Zone - 7042
7.	Mangol Puri District (MGP)	Zone - 7043 Zone - 518

	Zone - 519	
8.	Shalimar Bagh District (SMB)	Zone - 503 Zone - 505 Zone - 506 Zone - 507
9.	Narela District (NRL)	Zone - 511 Zone - 514 Zone - 517
10.	Bawana District (BWN)	Zone - 512 Zone - 513

Z
o
n
e

-

5
1
6

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI (DEPARTMENT OF POWER)

No.: F.11(99)/2001-Power/207 Dated the 26th June, 2002

NOTIFICATION

No.: F.11(99)/2001-Power/ - In exercise of the powers conferred by section 15,16,60 and other applicable provisions of the Delhi Electricity Reform Act, 2000 (Delhi Act No.2 of 2001), the Government of National Capital Territory of Delhi hereby amends the Delhi Electricity Reform (Transfer Scheme) Rules, 2001 published vide Notification No.F.11(99)/2001-Power/2867 dated 20th November, 2001 as under :-

1. **Short Title & Commencement**

   1.(1)These rule may be called the Delhi Electricity Reform Transfer Scheme (Amendment) Rules, 2002.

   (2)These rules shall come into force on the same date as the Delhi Electricity Reform (Transfer Scheme) Rules, 2001 published on 20th November 2001 is made effective by the Government of the National Capital Territory of Delhi.

2. **Amendment to Rule 8**

   In the Transfer Scheme Rules the following shall stand inserted as sub rule (3) of Rule 8. "(3) Notwithstanding anything contained in these rules including the schedules, the liabilities arising out of the litigation, suits, claims, etc pending on the date of the transfer and/or arising due to events prior to the date of the transfer shall be borne by the relevant distribution company viz DISCOM 1, DISCOM 2 and DISCOM 3 respectively, subject to a maximum of Rs.1 crores per annum. Any amount above this shall be to the account of the Holding. Company in the event for any reason the commission does not allow the amount to be included in the Revenue Requirement of the DISCOM".

3. **Amendment to Part II of Schedule B-Notes to Accounts**

   In the Transfer Scheme Rules in place of existing item 3 Notes to accounts of Part II of Schedule B the following be substituted. "GENCO shall undertake to repay the loan payable to holding Company in this part, within thirteen years from the date of the transfer with a moratorium for the first four years on both interest and principal repayment. There after the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments".

4. **Amendment to Part II of Schedule C - Notes to Accounts**

   In the Transfer Scheme Rules in place of existing item 3 of Notes to Accounts of part II of Schedule C the following be substituted. "TRANCO shall undertake to repay the loan payable to Holding Company mentioned in this part, within thirteen years from the date of transfer with a moratorium for the first four years on both interest and principal repayment. There after the loan would carry a interest rate of 12% per annum and would be repaid in eighteen half yearly installments".

5. **Amendment to Part I of Schedule D**

   In the first sentence, after the words "Concerning Distribution" the following be added "of the area as specified in Part I of schedule `H'".

6. **Amendment to Part II of Schedule D - Notes to Account**

   1.In the Transfer Scheme Rules in place of existing item 3 of notes to Accounts of Part II of Schedule D the following be substituted. "DISCOM 1 shall undertake to repay the loan payable to Holding Company mentioned in this part, within thirteen years from the date of the transfer with a moratorium for the first four years on both interest and principal repayment. There after the loan would carry a interest rate of 12% per annum and would be repaid in eighteen equal half yearly installments.

   Provided further that, as per the provisions of Policy Directions issued by the Government , in case of cumulative underachievement at the end of fourth year, the waiver on the interest and moratorium on principal repayment on loan payable to Holding Company will be extended to the fifth year. The principal repayment after such moratorium shall be in eighteen equal installments".

   2.In item 6 of notes to account of part II of Schedule D the following be added at the end. "Provided however in respect of receivables due for the period till 31st March 2002 from Municipal Corporation of Delhi and the Departments, Body Corporates and Institutions owned and / or controlled by the Government of National Capital Territory of Delhi the Holding Company shall be entitled to waive or notify that it will enter into any other arrangement for recovery of dues, instead of the arrangement of recovery through DISCOM 1".

   3.The following be added as Note 7 in the Notes to Accounts "7. In respect of cost and expenses which the DISCOM 1 is required to incur concerning Installation of distribution system as per the contracts entered into by the board to which Contracts DISCOM 1 succeeds as as per these Rules, the DISCOM 1 shall be entitled to claim the same as capital expenses of its distribution business".

7. **Amendment to Part I of Schedule E**

   In the first sentence, after the words "concerning Distribution" the following be added " of the area as specified in Part II of Schedule `II'".

8. **Amendment to Part II of Schedule E- Notes to Accounts**

   1.In the Transfer Scheme Rules in place of existing item 3 of Notes to accounts of part II of Schedule E the following be substituted. "DISCOM 2 shall undertake to repay the loan payable to Holding Company mentioned in this part, within thirteen years from the date of the transfer with a moratorium for the first four years on both interest and principal repayment. Thereafter the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments.

   Provided further that, as per the Provisions of Policy Directions issued by the Government, in case of cumulative underachievement at the end of fourth year, the waiver on interest and moratorium on principal repayment on loan payable

   to Holding Company will be extended to the fifth year. The principal repayment after such moratorium shall be in eighteen equal half yearly installments".

2.In items 6 of Notes to account of Part II of ScheduleE the following would be added at the end ."Provided however in respect of receivables due for the period till 31st march, 2002 from Municipal Corporation of Delhi and the Departments, Body Corporates and Institutions owned and /or the Holding Company shall be entitled to waive or notify that it will enter into any other arrangement for recovery of dues, instead of the arrangement of recovery through DISCOM 2".

3.The following be added as Note 7 in the Notes to accounts "7. In respect of costs and expenses which the DISCOM 2 is required to incur concerning installation of distribution system as per the contracts entered into by the Board to which contracts DISCOM 2 succeeds as per these Rules, the DISCOM 2 shall be entitled to claim the same as capital expenses of its distribution business."

9. **Amendment to Part I of Schedule F**

In the first sentence, after the words " concerning Distribution" the following be added" of the area as specified in Part III of Schedule `II'".

10.**Amendment to Part II of Schedule F - Notes to Accounts**

1.In the Transfer Scheme Rules in place of existing item 3 of Notes to Accounts of Part II of Schedule F the following be substituted. "DISCOM 3 shall undertake to repay the loan payable to Holding Company mentioned in this part, within thirteen years from the date of transfer with a moratorium for the first four years on both interest and principal repayment. Thereafter the loan would carry interest at the rate of 12% per annum and would be repaid in eighteen equal half yearly installments.

Provided further that, as per the Provisions of Policy Directions issued by the Government, in case of cumulative underachievement at the end of fourth year, the waiver on interest and moratorium on principal repayment on loan payable to Holding Company will be extended to the fifth year. The principal repayment after such moratorium shall be in eighteen equal half yearly installments".

2.In item 6 of notes to account of part I of Schedule F the following be added at the end. "Provided however in respect of receivables due for the period till 31st March 2002 from Municipal Corporation of Delhi and the Departments, Body Corporates and Institutions owned and / or controlled by the Government of National Capital Territory of Delhi the Holding Company shall be entitled to waive or notify that it will enter into any other arrangement for recovery of dues, instead of the arrangement of recovery through DISCOM 3".

3.The following be added as Note 7 in the Notes to accounts "7. In respect of costs and expenses which the DISCOM 3 is required to incur concerning installation of distribution system as per the contracts entered into by the Board to which contracts DISCOM 3 succeeds as per these Rules, the DISCOM 3 shall be entitled to claim the same as capital expenses of its distribution business."

11.The following be added in Part I of Schedule C as Item V. "The TRANSCO and DISCOM 1, DISCOM 2 and DISCOM 3 shall be entitled to sign a Shared Facilities Agreement in respect of such of the shared facilities and the same shall be binding on the parties".

By order and in the name
Of the Lt. Governer of the
National Capital
Territory of Delhi

(Ramesh Chandra)
Principal Secy
(Power)

No.: F.11(99)/2001 -Power/207-214 Dated the 26th June, 2002