

पचास  
रुपये

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FIFTY  
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH

C 800791

**SUPPLEMENTARY IMPLEMENTATION AGREEMENT  
FOR  
PHARARI SMALL HYDRO-ELECTRIC PROJECT (2.00MW).**

This Agreement executed on 27<sup>th</sup> day of the month of January in the year Two Thousand and Twenty One, between the Government of Himachal Pradesh, through the Special Secretary (NES) to the Government of Himachal Pradesh -cum-Chief Executive Officer, Himurja, having its office at Block 8-A, Urja Bhawan, SDA Complex, Kasumpti, Shimla (H.P.)-171009 (hereinafter referred to as "First. Party"), which expression unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns, of the **FIRST PART**;

**AND**

M/s Pharari Power Pvt. Ltd., a company incorporated under the Companies Act 2013 and having its registered office at Village Bulang, P.O. Fozal, Tehsil Kullu, Distt. Kullu (H.P.)-175129 (which expression shall, unless repugnant to the context or meaning thereof, include its holding company, subsidiaries, associates, successor(s), administrator(s), and permitted assigns(s) (hereinafter referred to as "Second Party") through Mr. Nannapaneni Gangadhar Rao, Director who has been duly authorized by the Second Party vide their Board resolution dated 27-12-2017 to execute this agreement of **SECOND PART**.

Special Secretary (NES)  
to the Govt. of H.P.-  
cum-CEO HIMURJA  
Shimla-171 009

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Pharari Power Pvt. Ltd.  
Nannapaneni Gangadhar Rao

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**WHEREAS**, the First Party, in accordance with its power policy had allotted **Pharari SHEP** for an installed capacity of **0.25 MW** to **M/s Pharari Power (P) Ltd.** (formally known as **M/S. Alvasa Power (India) Ltd.**) on dated **7.6.2004** and entered into **MOU** with the First Party on **12.1.2005** for carrying out detailed Survey & Investigations, Techno-Economic studies and submission of Detailed Project Report (DPR) for the implementation of **Pharari SHEP (0.25MW)** in District **Kullu**, Himachal Pradesh (hereinafter referred to as the "Project"); and

**WHEREAS**, the Second Party after carrying out detailed survey & investigation at project site had submitted the Detailed Project Report (DPR) for an installed capacity of **1.00 MW**, which was accorded Techno-Economic Clearance (TEC) by **DOE** on **3.2.2011**; and

**WHEREAS**, the Implementation Agreement in respect of **Pharari SHEP** between **GoHP** and **M/s Alvasa Power (India Ltd.)** for the implementation of **Pharari SHEP** for an installed capacity of **1.00 MW** was signed on **29.6.2015**; and agreement for change in name from **M/s Alvasa Power (India Ltd.)** to **M/s Pharari Power (P) Ltd.** was signed on **18-5-2018**.

**WHEREAS**, the competent authority has accorded revised Techno Economic Clearance (TEC) to the project for **2.00 MW** capacity vide their letter No. **DoE/CE(Energy)/TC-Pharari (Rev)/2018-9125-33** dated **6.12.2018**; and

**WHEREAS**, the Zero Date in respect of **Pharari SHEP (2.00 MW)** as per the milestones stipulated in the Implementation Agreement signed on **29.6.2015** was **28.12.2015**; and

**WHEREAS**, First Party vide notification dated **07.11.2020** has allowed One Time Amnesty by redefining zero date for projects which are under investigation & clearance stage where IAs have already been signed and by redefining Scheduled Commercial Operation Date (SCOD) for projects under construction stage.

Special Secretary (NES)  
to the Govt. of H.P.-  
cum-CEO HIMURJA  
Shimla-171 009

*N. Jayachandran Rao*



WHEREAS, in pursuance to the above notification the Second Party vide its application dated 3-12-2020 has requested to avail One Time Amnesty and further requested to sign Supplementary Implementation Agreement.

WHEREAS, this Supplementary Implementation Agreement is being signed by both the Parties only to the extent that the Zero Date of **Pharari SHEP (2.00 MW)** shall be redefined as per notification dated 07.11.2020. This agreement shall in no way affect all other terms and conditions of Implementation Agreement dated **29.6.2015**.

**NOW THIS SUPPLEMENTARY AGREEMENT WITNESSES AS UNDER**

- I. Both the Parties agree to amend /incorporate the existing clause 5.1 & 5.2 as under:

The timelines for redefining of Zero Date in respect of **Pharari HEP (2.00 MW)** is as under:

Sr. No.	Milestones	Time period	Consequential Action
1.	Apply for connectivity & signing of Long Term Open Access (LTOA) Agreement with HPPTCL or for signing of PPA with HPSEBL.	Within one month from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of one month, the allotment of the project shall be liable to be cancelled.
2.	Signing of Connectivity Agreement & Long Term Open Access (LTOA) Agreement with HPPTCL or PPA with HPSEBL.	Within six months from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of six months, the allotment of the project shall be liable to be cancelled.
3.	Furnishing of compliance reports for the progress achieved on continuous basis in the prescribed format.	Every two months on continuous basis starting two months from the date of signing of SIA	In case a project developer fails to submit the bimonthly, three consecutive compliance reports on prescribed formats in the first six months, the allotment of the respective project shall be liable to be cancelled.
4.	Submission of quantitative progress report on the progress achieved so far	At the time of completion of one year from the date of signing of SIA	In case a project developer fails to submit the quantitative progress report on the progress achieved so far at the time of completion of one year from the date of signing of SIA, and the report is not found satisfactory, the allotment of the respective project shall be liable to be cancelled.

Special Secretary (NES)  
to the Govt. of H.P.  
cum-CEO HIMURJA  
Shimla-171 009

Pharari Power  
N. Gargadhar Rao

Nº 1671041

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5.	Zero date for start of work	Within 12 months after signing of SIA	In case a project developer fails to achieve Zero date within 12 months, due to various unavoidable reasons not attributable to the project developers, the Administrative Department can allow another period of 12 months to achieve zero date. Failing which the project allotment shall be liable for cancellation without any liability of Govt. and without issuance of any further notice in this regard. Provision for which will be kept in SIA.

**Note:** The Second Party shall not be entitled for any incentive on account of early commissioning of the project after availing relaxation under One Time Amnesty.

This **Supplementary Implementation Agreement** signed on the date first written above and the Implementation Agreement signed on **29.6.2015** shall be in force simultaneously till the validity of the Implementation Agreement.

In witness whereof, the Parties hereto have executed and delivered this Agreement at Shimla, Himachal Pradesh on the date first written above, for the Implementation of **Pharari SHEP** for installed capacity of **2.00 MW**.

For & on behalf of  
the Government of Himachal Pradesh

(Rupali Thakur)  
Special Secretary (NES),  
to the Govt. of H.P.  
cum-CEO, Himurja, Shimla-171009

For and on behalf of  
M/s Pharari Power (P) Ltd.

(Nannapaneni Gangadhar Rao),  
Director,

Director

WITNESSED BY:

1. (Pradeep Bhanot)  
Sr. Project Officer(SHP)  
Himurja, Shimla-9

2. (D.N.Sharma)  
Project Officer (C-I)  
Himurja, Shimla-9

WITNESSED BY:

1.

2.