

HIMURJA
(H.P. Govt. Energy Development Agency)
Urja Bhawan, Kasumpti, Shimla-171009

No. HIMURJA/ SHP/Banuala Baroond-II(298) /2015- 489091

Dated 30-9-2021

From Chief Executive Officer,
HIMURJA, Urja Bhawan,
Kasumpti Shimla-171009

To

M/s Gayatri Hydel Projects (P) Ltd,
Mohalla Charpat, Distt. Chamba- 176301

✓ M/s New Hydel Power,
H. O. Vill. Gholti P.O. Sarol,
Tehsil & Distt. Chamba-176312

Subject: - Tripartite Agreement.

Dear Sir,

One set of Tripartite Agreement in respect of Banuala Baroond-II (0.80MW) SHEP in Distt. Chamba, which was signed by you with the Himachal Pradesh Government on dated 29.09.2021, is enclosed herewith for information and necessary action at your end please.

Yours Sincerely,


Rupali Thakur (IAS)

Chief Executive Officer
Himurja Urja, Bhawan
Kasumpti, Shimla-171009

Ends. No: - A/A

4892-4905

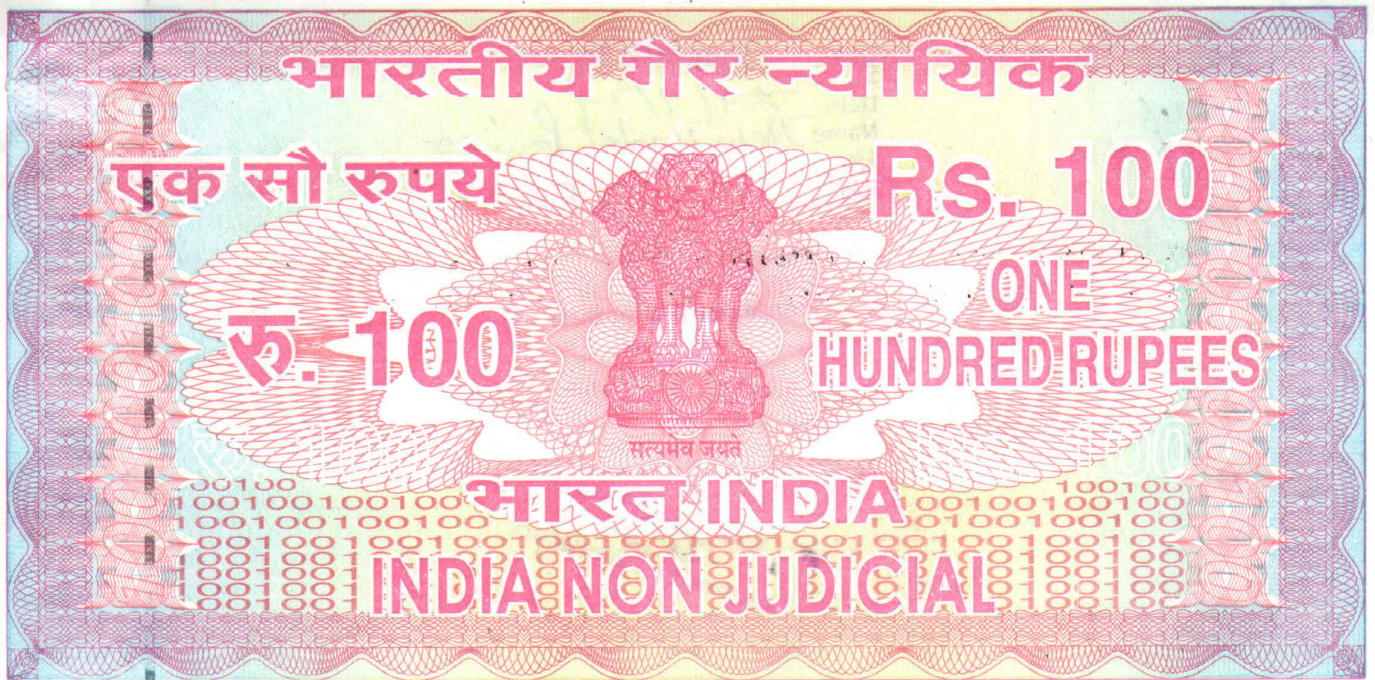
Dt 30-9-2021

Copy is forwarded to the following for information and necessary action:-

1. Additional Chief Secretary/ Principal Secretary/Secretary (Forest/ Revenue/ I&PH/ PWD/ Environment & S.T. / RD & Panchyati Raj / Fisheries) to the Govt. of H.P., Shimla-2.
2. Addl. Chief Secretary (NES), to the Govt. of H.P. alongwith Tripartite Agreement in Original w.r.t. letter no. NES-F (2) - 10/ 2018 dated 14.06.2021 vide which approval for change in name in respect of Banuala Baroond-II SHEP was accorded.
3. The Director, Directorate of Energy, Shanti Bhawan, Phase-III, Sector-VI, New Shimla-171009.
4. Principal CCF (Wild Life), Himachal Pradesh.
5. M.D. HPTCL, Barowalia House, Khilini, Shimla-171002.
6. Deputy Commissioner, Chamba, Distt. Chamba, H.P.
7. The Chief Engineer (SO&P), HPSEB Ltd, Vidyut Bhawan, Shimla-171004 for information and necessary action.
8. Sr.Project Officer, Himurja, Chamba, Distt. Chamba, H.P. for information and necessary action.


Rupali Thakur (IAS)

Chief Executive Officer
Himurja Urja, Bhawan
Kasumpti, Shimla-171009



हिमाचल प्रदेश HIMACHAL PRADESH

D 246478

AGREEMENT FOR CHANGE IN NAME

Banuala Baroond-II HYDRO ELECTRIC PROJECT (0.80 MW) IN DISTRICT Chamba

HIMACHAL PRADESH

THIS TRIPARTITE AGREEMENT is made on this 29th day of the month of September, 2021 (Two Thousand Twenty one) between THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of H.P.-cum-Chief Executive Officer (HIMURJA), having its office at URJA Bhawan, Block 8-A, SDA Complex, Kasumpti, Shimla (H.P.)-171009, (hereinafter referred to as the "Government" or "First Party", which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and legal representatives) being Party of the FIRST PART,

AND

M/s. Gayatri Hydel Projects (P) Ltd, having its Registered/Head Office, Mohalla Charpat Post Office, Tehsil and Distt. Chamba H.P.-176301 (hereinafter referred to as the "Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, a resolution on stamp paper through Shri Ved Vyas Thakur on dated 23.9.2021 to execute this Agreement, of the SECOND PART.


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

AND

Gyatri Hydel Projects P. Ltd.

Authorised Signatory

New Hydel Power

Authorised Signatory

M/s New Hydel Power, a company incorporated and registered under the provisions of companies Act 2013 having its Registered office at Village -Gholti P.O.Sarol, Tehsil and Distt. Chamba. (hereinafter referred to as the "**Third Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, Sh. Mohinder Singh Kapoor, who is authorized a resolution on stamp paper on dated 22.9.2021 to execute this Agreement, of the OTHER PART.

WHEREAS, the Government had issued consent letter dated **10.8.2015** for the implementation of 0.80 MW capacity Banuala Baroond-II Hydro Electric Project in District Chamba, Himachal Pradesh (hereinafter referred to as project); and

WHEREAS, the Project is envisaged on Churkhu Nala in District Chamba (H.P.) between the elevations ± 1700 M to ± 1615 M, and

WHEREAS the Second Party intends to transfer/assign all assets, liabilities, obligations, rights, privileges, benefits and statutory/non statutory clearances obtained of the project, to the Third Party, accrued to it under consent dated **10.8.2015**, and

WHEREAS, the Third Party has agreed to accept and take over all the assets, liabilities, obligations, rights, benefits and statutory/non statutory clearances obtained arising out of the consent dated **10.8.2015** issued by the State Government to the Second Party.

WHEREAS, the Government has been approached by the second party for transfer of all its rights, obligations and statutory/non-statutory clearances obtained in favour of third party as per provisions of Hydro Power Policy, 2006 and subsequent amendments thereof, and

WHEREAS, the First Party has consented the approval vide letter No. NES-F (2) - **10/2018** dated 2.9.2021 to the change in name of the company from **M/S. Gyatri Hydel Projects (P) Ltd. (Partnership)** to **M/s New Hydel Power (Partnership)** and transfer of all assets, liabilities, rights, obligations, benefits and statutory/non statutory clearances obtained by the Second party, to Third Party arising out of the consent dated 10.8.2015 issued by the First Party., and

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

Gyatri Hydel Projects P. Ltd.
Authorised Signatory

New Hydel Power
Authorised Signatory

Whereas, the Third Party has deposited the requisite fee on account of change in name through **D.D. No. 546606 dated 27.9.2021 of The Kangra Central Co-oprative Bank Ltd**, in favour of the Director, Himurja, Shimla-9, and

WHEREAS, the Third Party has established Registered Office/Head Office Village Gholti, P.O. Sarol, Tehsil and Distt. Chamba H.P.-176312 and .

WHEREAS, the Third Party has agreed to accept the conditions of Hydro Power Policy 2006 and subsequent amendments thereof for which Implementation Agreement shall be signed separately with the new entity; and

NOW THIS AGREEMENT WITNESSED AS UNDER AMONG THE PARTIES HERETO AS FOLLOWS:

- i) That the Government hereby grants its consent to transfer/assign all the assets, liabilities, obligations, privileges, statutory/non-statutory clearances obtained and benefits of the project by the Second Party to the Third Party arising out of the consent, dated **10.8.2015** with the unequivocal acceptance of Third Party of all the assets, rights, liabilities, obligations, privileges including benefits and statutory/non-statutory clearances obtained and benefits arising out of above mentioned consent, dated 10.8.2015. Third Party i.e. M/s New Hydel Power, Should ensure that share holding as approved by the Government vide letter No. NES-F (2)-10/2018 dated 2.9.2021 shall be continued up to two years from the date of achieving commercial operation date of the project. If at a later date it comes to the notice of the Government that this condition has been violated without prior approval of the First Party, First Party shall have the right to terminate the Tripartite Agreement (TA), to forfeit the security furnished by the third party and the project with all its capital and infrastructural assets shall vest with the Government. After two years of actual date of commissioning of the project, Second Party/Third Party is allowed to freely sell/divest the Shares.
- ii) That the Government hereby releases the second party of all the obligations under the Consent dated **10.8.2015** mentioned above and agrees to be bound to the third party in terms thereof.
- iii) That the third party hereby agrees that it shall be bound and liable for all the liabilities, obligations and execution of the project on the terms and conditions specified in the Consent, dated **10.8.2015** to the Government.

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

Gyatri Hydel Projects P. Ltd.
Authorised Signatory

New Hydel Power
Authorised Signatory

No 0466319

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Himachal Government Judicial Paper

- iv) All the terms and conditions of the Consent, dated **10.8.2015** shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or second party appear in the Consent, dated 10.8.2015 the same shall be read, construed, mean and deemed to be referred to as the third party.
- v) That the third party agrees to perform the Consent dated **10.8.2015** as if they were the original party of aforesaid Consent, dated **10.8.2015** in place of second party.

In witness whereof the parties have set their hands as under:-

For and on behalf of

Government of H.P.

[Signature]
Special Secretary (NES)
to the Govt. of H.P.
Shimla-171 009
cum- CEO, Himurja Shimla-9.

for and on behalf of

M/s Gayatri Hydel Projects (P) Ltd.,
Gayatri Hydel Projects P. Ltd.
[Signature]
Authorised Signatory
(Shri Ved Vyas Thakur)

for and on behalf of

M/s New Hydel Power
New Hydel Power
[Signature]
Authorised Signatory
(Shri Mohinder Singh)

WITNESSED BY:-

1 (Er. Sanjeev Gautam)
PM (Hydro)
HIMURJA, Shimla

[Signature]
2 (MONICA SHARMA)
Project Officer (SHP)
HIMURJA, Shimla

[Signature]
1 *[Signature]*
Block No 11- Set 3
Chatta Shimla (2)

[Signature]
2 *[Signature]*
Block No 11 Set 3 Chatta
Shimla 2

[Signature]
1 (SANDHEEP KOMAR)
RAMESH VATIRA
SUMMER - HILL
SHIMLA.

[Signature]
2 (SANDHEEP KOMAR)
Ramesh Vatika
Summer - Hill
Shimla.