

HIMURJA

(HP Govt. Energy Development Agency)
Urja Bhawan, Kasumpti, Shimla-171 009.

No. HIMURJA/SHP-IA/SHP-IA/Jiwa-II(BM)/2009 8645

Dated 24 Dec., 2020

To

✓ M/S. Behl Motors,
Plot No. 6 & 7, Industrial Area,
Phase-III, Sauli Khad, Mandi (HP)

Subject:- Supplementary Implementation Agreement for Jiwa II (1.75 MW)
HEP in District Kullu (H.P.)

Dear sir,


This has reference to Supplementary Implementation Agreement (SIA) of Jiwa-II HEP (1.75MW) SHEP, District Kullu (H.P.) signed by you with H.P Govt. on 23rd day of December, 2020. Enclosed please find one set of Supplementary Implementation Agreement in original for information and record at your end. You are requested to attend to the following points in regard to the projects being executed by you.

- i) This Supplementary Implementation Agreement and the already signed Implementation Agreement dated 11.4.2013 shall be in force simultaneously till the validity of the Implementation Agreement.
- ii) The terms & conditions of the Implementation Agreement dated 11.4.2013 shall be treated as amended to the extent of this agreement. All the other terms and conditions of the Implementation Agreement dated 11.4.2013 between the First Party and the Second Party shall remain unchanged.
- iii) Second Party agrees to pay outstanding amount, if any, to the First Party, within a month from the date on communicating the same to the Second Party.
- iv) Both the parties agree that the Jiwa-II (1.75MW) SHEP shall be implemented subject to the terms and conditions mentioned in the already signed Implementation Agreement amended to the extent of this Agreement alongwith other terms & conditions of that Implementation Agreement dated 11.4.2013 between First Party and the Second Party.
- v) Second Party agrees that in case of any inadvertent omission or commission or mistakes, appearing in this Agreement (SIA), are liable to be rectified at any time on or after commissioning of the project to bring the terms and conditions in accordance with the extent of Hydro Power Policy/Rules and Guidelines if the State Government that may be enforced from time to time.
- vi) If at a later stage, it is found that some information has been suppressed or false documents have been supplied by you at the time of signing of SIA or subsequently, the whole responsibility will be yours and Govt. will be at liberty to take legal action against your firm.

This may be treated as most urgent and receipt of this letter may kindly be acknowledged.

Yours sincerely,

Encl:- A/A


Chief Executive Officer,
HIMURJA

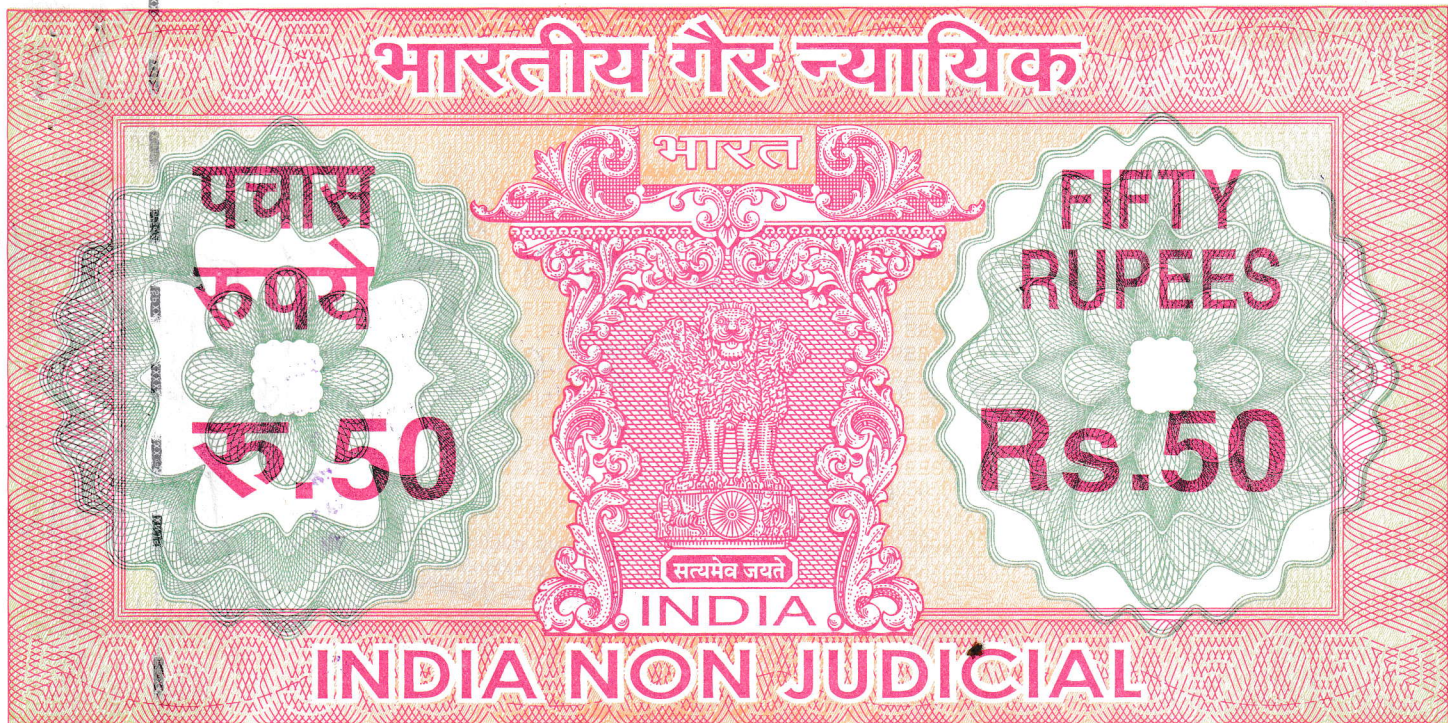
Dated:- 24/12-2020

Endt. No.: - A/A 8646-8659

Copy of Supplementary Implementation Agreement of **Jiwa-II HEP (1.75MW)** SHEP in District Kullu (H.P.) in respect of M/S. Behl Motors, Plot No. 6 & 7, Industrial Area, Phase-III, Sauli Khad, Mandi (HP) forwarded to the following for information & record at their end please.

- i) The Addl. Chief Secretary (NES), to the Govt. of H.P., Shimla-171002 a/w one set of SIA in original.
- ii) The Addl. Chief Secretary (MPP & Power), to the Govt. of H.P., Shimla-171002.
- iii) The Additional Chief Secretary (Revenue), to the Govt. of H.P., Shimla-171002.
- iv) The Principal Secretary (Home), to the Govt. of H.P., Shimla-171002.
- v) The Pr. Chief Conservator of Forest, Forest Department, Talland, Shimla-171001.
- vi) The Director, Directorate of Energy, Shanti Bhawan, Phase-III, Sector-VI, New Shimla (H.P)- 171009.
- vii) The Deputy Commissioner, Kullu (H.P).
- viii) The Managing Director, HPTCL, Himfed Bhawan, Panjari, Shimla-171004.
- ix) The Chief Engineer (Commercial), HPSEBL, Vidyut Bhawan, Shimla-171004.
- x) The Member Secretary, PCB, BCS-III, New Shimla (H.P)-171009.
- xi) The Director (SHP), MNRE, Block No. 14, CGO Complex, Lodhi Road, New Delhi-110003.
- xii) The Director-cum-Warden of Fisheries, Himachal Pradesh, Bilaspur, District Bilaspur (H.P.).
- xiii) The Labour Commissioner-cum-Director, Employment H.P., HIMRUS Building, Near HIMLAND Hotel, Shimla (H.P.).
- xiv) The Sr. Project Officer, HIMURJA, Kullu (H.P.)


Chief Executive Officer,
HIMURJA



हिमाचल प्रदेश HIMACHAL PRADESH

C 475506

**SUPPLEMENTARY IMPLEMENTATION AGREEMENT
FOR
JIWA-II SMALL HYDRO-ELECTRIC PROJECT (1.75 MW).**

This Agreement executed on 23rd day of the month of **December** in the year **Two Thousand and Twenty**, 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**;

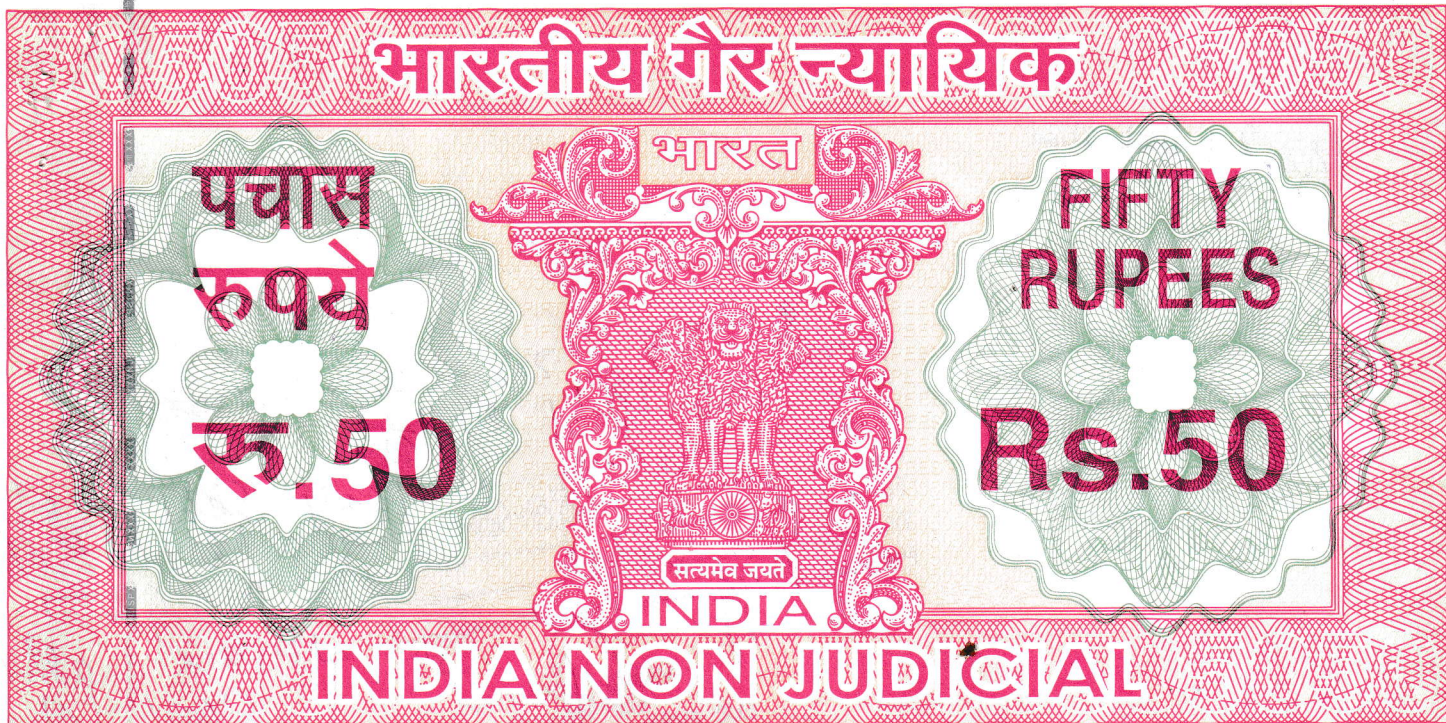
AND

M/s Behl Motors, a Partnership Deed registered under the Firm Act 1932 and having its registered office at Plot No-6&7 Industrial Area Phase –III, Souli Khad Mandi (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 Sanjeev Behl Partner who has been duly authorized by the Second Party vide resolution dated 18-1-2012 to execute this agreement of **SECOND PART**.

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

[1]

Behl Motors
Partners



हिमाचल प्रदेश HIMACHAL PRADESH

C 475502

WHEREAS, the First Party, in accordance with its power policy had allotted Jiwa-II SHEP for an installed capacity of 1.00 MW to **M/s Behl Motors** on dated **11.6.2009** for carrying out detailed Survey & Investigations, techno-economic studies and submission of Detailed Project Report (DPR) for the implementation of Jiwa-IISHEP (1.00 MW) 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 **1.75 MW**, which was accorded Techno-Economic Clearance (TEC) by **DoE** on 30-3-2012; and

WHEREAS, the Implementation Agreement in respect of **Jiwa-IISHEP** between GoHP and 1.00 MW to **M/s Behl Motors** for the implementation of **Jiwa-IISHEP** for an installed capacity of **1.75 MW** was signed on **11-4-2013**.

WHEREAS, the Zero Date in respect of **Jiwa-II SHEP (1.75 MW)** as per the milestones stipulated in the Implementation Agreement signed on **11-4-2013** was **10-10-2015**; 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

Behl Motors
Partners

WHEREAS, in pursuance to the above notification the Second Party vide its application dated 28.11.2020 has requested to avail One Time Amnesty and further requested to sign Supplementary Implementation Agreement.

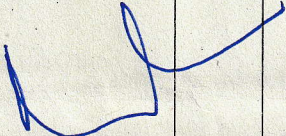
WHEREAS, this Supplementary Implementation Agreement is being signed by both the Parties only to the extent that the Zero Date of **Jiwa-IISHEP (1.75 MW)** shall be redefined as per notification dated 07.11.2020. This agreement shall in no way affect all other terms and conditions of Implementation Agreement dated 11-4-2013.

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 **Jiwa-II SHEP (1.75 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


**Behl Motors
Partners**

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Himachal Government Judicial Paper

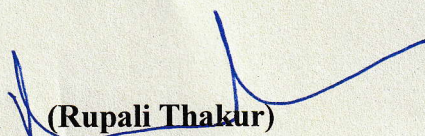
5.	Zero Date for start of construction work	Within 12 months after signing of SIA	In case a project developer fails to achieve Zero date within 12 months, due to various unavoidable reasons not attributable to the project developers, the Administrative Department can allow another period of 12 months 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.
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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.

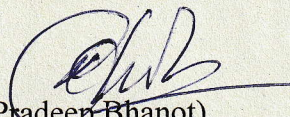
This **Supplementary Implementation Agreement** signed on the date first written above and the Implementation Agreement signed on **11-4-2013**


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 **Jiwa-IISHEP** for installed capacity of **1.75 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
Shimla-171 009

WITNESSED BY:

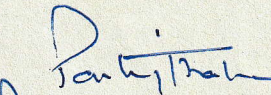
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(Pradeep Bhanot)
Sr. Project Officer(SHP)
Himurja, Shimla-9

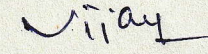
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(Ramesh Rattan)
Project Officer (C-II)
Himurja, Shimla-9

**For and on behalf of
M/s Behl Motors**


Sanjeev Behl
Partner,
Behl Motors
Partners

WITNESSED BY:

- 
PANKAJ THAKUR
Atri Lower Sommerhill
Shimla S.

- 
VIJAY Kumar
Village Panteh
Teh - Shimla