

हिमाचल प्रदेश HIMACHAL PRADESH

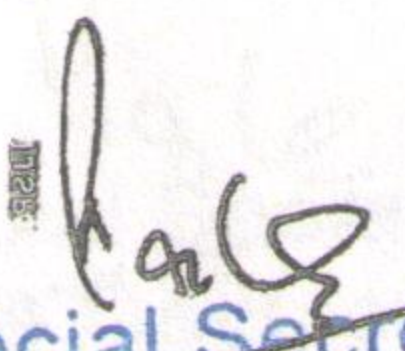
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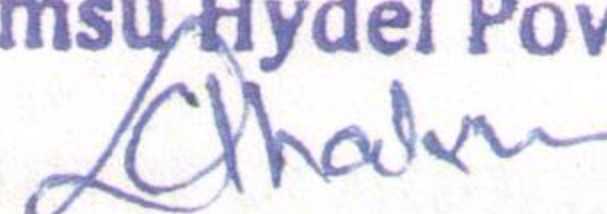
**AGREEMENT FOR CHANGE IN NAME**  
**HAMSHU-I HYDRO ELECTRIC PROJECT (0.80 MW) IN DISTRICT KULLU**  
**HIMACHAL PRADESH**

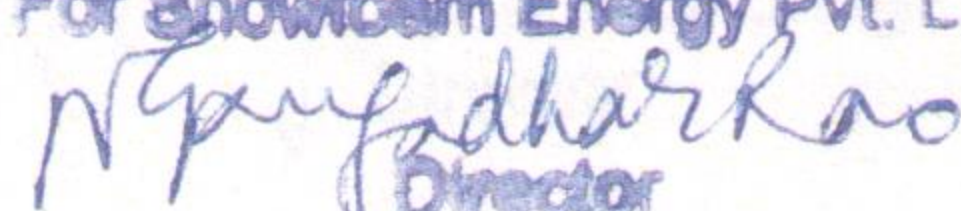
THIS TRIPARTITE AGREEMENT is made on this 18<sup>th</sup> day of the month of May, 2018 (Two Thousand Eighteen) between THE GOVERNMENT OF HIMACHAL PRADESH through the Special Secretary (NES), to the Government of H.P.-cum-Chief Executive Officer (HIMURJA), having its office at URJA Bhawan, Block 8-A, 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 includes its successors, assigns and legal representatives) being Party of the FIRST PART,

AND

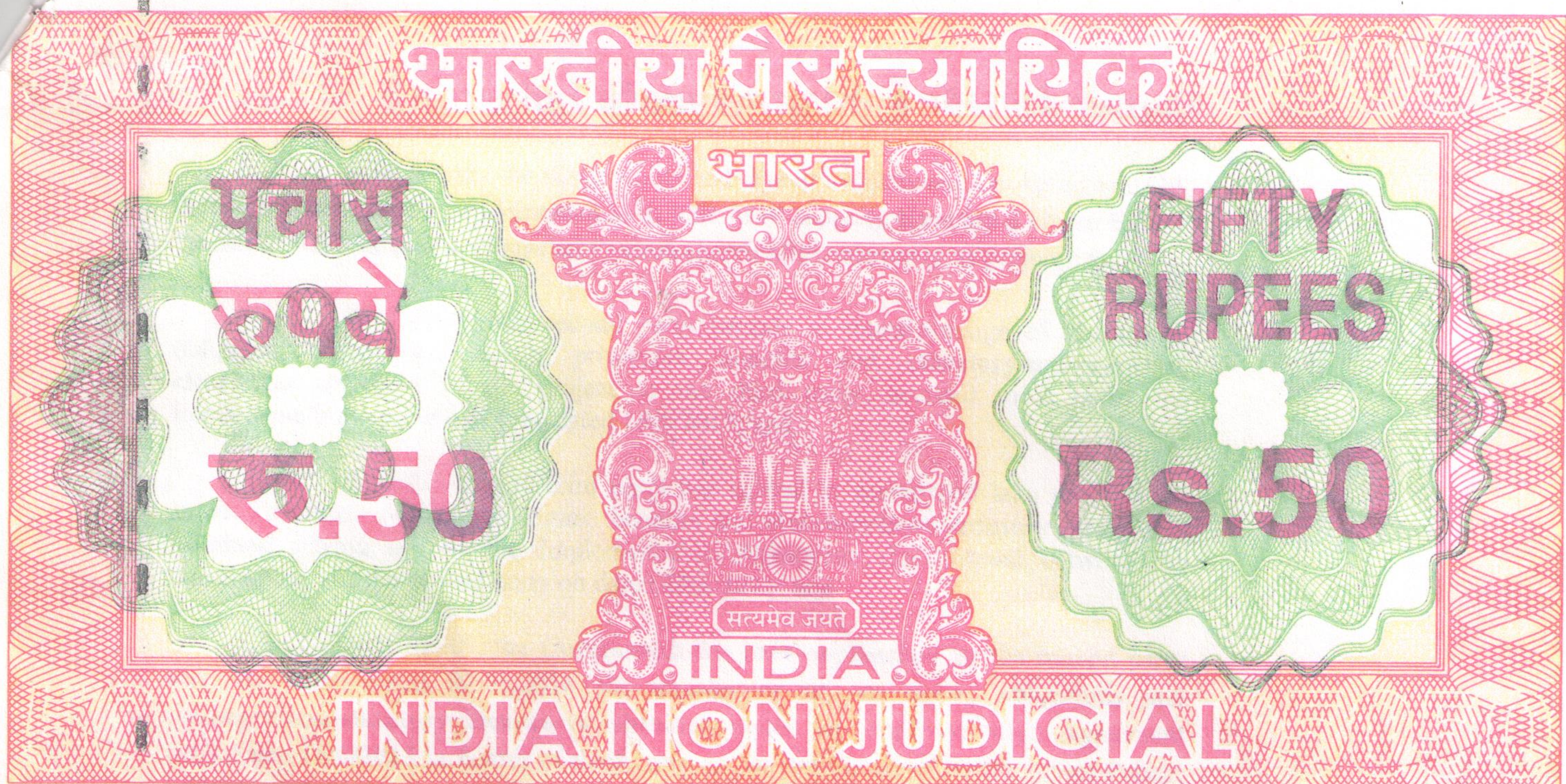
M/s Hamsu Hydel Power, Sole Proprietorship; having its Registered/Head Office at C/O Khayali Ram, Village Bulang, P.O. Fozal, Tehsil & Distt. Kullu (H.P.)-175129 (hereinafter referred to as the "Second Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. Chander Thakur S/O Sh. Mohar Singh Thakur, Authorized Signatory, who is duly authorized by the competent authority of the Firm vide resolution No. nil, dated 17/11/2017, to execute this Agreement, of the SECOND PART.

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

for Hamsu Hydel Power  
  
Power of Attorney

For Snowcem Energy Pvt. Ltd  
  
Director





हिमाचल प्रदेश HIMACHAL PRADESH

B 460140

M/s Snow Foam Energy Private Ltd.; a company incorporated and registered under the provisions of Companies Act, 1956; having its Registered/Head Office at Village Bulang, PO Fozal, Tehsil Kullu, Distt. Kullu (H.P.)-175129 and site office in Himachal Pradesh at Village Bulang, Tehsil & Distt. Kullu (H.P.) (hereinafter referred to as the "Third Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, through Mr. Nannapaneni Gangadhar Rao, Director, who is duly authorized by the competent authority of the Company resolution No. nil, dated 27.12.2017, to execute this Agreement, of the OTHER PART.

WHEREAS, for the execution of Hamsu-I (0.80 MW) SHEP, second party has incorporated a private limited company known as M/s Snow Foam Energy Private Ltd. ; (Third Party); Village Bulang, PO Fozal, Tehsil Kullu, Distt. Kullu (H.P.)-175129, which is a Generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003 and

WHEREAS, the First Party has approved the change in name from M/S. Hamsu Hydel Power (Sole Proprietorship) to M/s Snow Foam Energy Private Ltd. (Pvt. Ltd. company); alongwith 100% equity in the name of new entity by the Original Allottee and decision conveyed vide letter No. NES-F(2)152/2010, dated 22.2.2018. Transfer fee amounting to Rs. 20,000/- only has been deposited by the new entity vide D.D.No. 752834 dated 27.4.2018; and

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

for Hamsu Hydel Power  
*Chalun*  
Power of Attorney

For Snowfoam Energy Pvt. Ltd  
*Nannapaneni Gangadhar Rao*  
Director



WHEREAS, the Government had signed Implementation Agreement (IA) dated 18.6.2013 for the implementation of 0.50 MW capacity **Hamshu-I** Hydro Electric Project in **District Kullu**, Himachal Pradesh (hereinafter referred to as project); and

WHEREAS the second party intends to transfer/assign all the assets, obligations, liabilities, rights, privileges, benefits and **statutory/non-statutory clearances obtained** of the project to the third party, accrued to it under the Implementation Agreement (IA), dated 18/6/2013; 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 Implementation Agreement (IA) signed between the Government and the second party on dated 18/6/2013; and

WHEREAS, the Government has been approached by the second party vide its letter dated 02.05.2016 for transfer of all its rights, obligations and **statutory/non-statutory clearances obtained** under the Implementation Agreement (IA), dated 18/6/2013 in favour of third party as per provisions of Hydro Power Policy, 2006 and subsequent amendments thereof; and

WHEREAS, the First Party has consented vide letter No. NES-F(2)-152/2010, dated 22/2/2018, to change the title from M/s **Hamsu Hydel Power** (Second Party) to M/s **Snowfoam Energy Private Limited** (Third Party) and transfer of assets, liabilities, rights, obligations, benefits and **statutory/non-statutory clearances obtained** by the Second Party to the Third Party arising out of the Implementation Agreement (IA), dated 18/6/2013, executed between the First Party and the Second Party; and

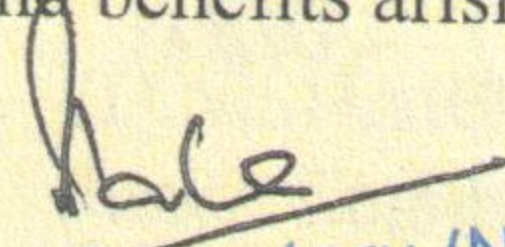
WHEREAS, the Project is envisaged on Pharari Nallah, a tributary of Fozal Nallah which is a tributary of Beas River in Beas Basin, **District Kullu (H.P.)** between the elevations  $\pm 2060$  M to  $\pm 1900$ M as per approval of Govt. vide letter No. NES-F(10)-4/2011 dated 20.1.2015; and

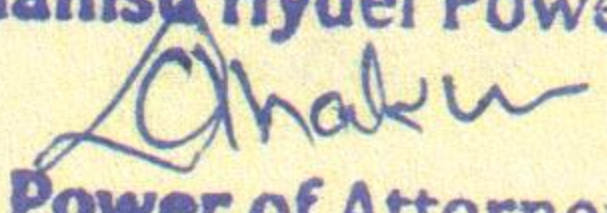
WHEREAS, the Third Party has agreed to establish/open Registered Office/Head Office in Himachal Pradesh; and.

WHEREAS, the Second Party has agreed to accept the conditions of Hydro Power Policy 2006 and subsequent amendments thereof for which separate Agreement (**Supplementary 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 27.7.2009 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 27.7.2009. Third Party i.e.

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

for **Hamsu Hydel Power**  
  
Power of Attorney

For **Snowfoam Energy Pvt. Ltd**  
  
Director



M/S. Snow Foam Energy Private Ltd. should ensure that share holding as approved by the Government vide letter No. NES-F(2)-152/2010 dated 22/2/2018, 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 then, 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 Implementation Agreement dated 18/6/2013 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 Implementation Agreement, dated 18/6/2013 to the Government.
- iv) All the terms and conditions of the Implementation Agreement, dated 18/6/2013 shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or second party appear in the Implementation Agreement, dated 18/6/2013 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 Implementation Agreement dated 18/6/2013 as if they were the original party of aforesaid Implementation Agreement, dated 18/6/2013 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.

for and on behalf of

Hamsu Hydel Power

for and on behalf of

Snowfoam Energy  
(P) Ltd.

(Dr. Ajay Sharma, IAS)  
Special Secretary (NES)  
to the Govt. of H.P.  
cum-CEO HIMURJA  
Shimla-171 009

for Hamsu Hydel Power  
Power of Attorney  
(Sh. Chander Thakur)  
Auth. Sign.

For Snowfoam Energy Pvt. Ltd  
Director  
(Sh. Nannapaneni Gangadhar Rao)  
Director

WITNESSED BY:-

1. (PRADEEP BHANOT)  
Sr. Project Officer-II,  
HIMURJA, Shimla

1. ANIL KUMAR  
VILLAGE ANJI, Solan

1. ANIL SHARMA  
Vashishth Bhawan  
Rabon, Solan (H.P.).

2. (D.N.SHARMA)  
Junior Engineer  
HIMURJA, Shimla

2. Mohan Singh  
Vill & P.O. Bhajam  
Dist. Kulu.

2. S.V.V. S. N. MURTHY  
A-796, SECTOR-4,  
NEW SHIMLA-5