



हिमाचल प्रदेश HIMACHAL PRADESH

C 703855

**AGREEMENT FOR CHANGE IN NAME**  
**BRAGUNA HYDRO ELECTRIC PROJECT (1.50 MW) IN DISTRICT Chamba**  
**HIMACHAL PRADESH**

THIS TRIPARTITE AGREEMENT is made on this 8<sup>th</sup> day of the month of Nov., 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 includes its successors, assigns and legal representatives) being Party of the FIRST PART,

AND

M/s. Banni Hydro Project ( sole Prop.Veena Devi w/o Sh Hans Raj) having its Registered/Head Office at Village- Khalna , P.O. Kunr, Sub Tehsil Dharwala, Distt Chamba 176315 (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. Vipin Kumar, Authorized Signatory who is duly authorized vide resolution No. nil, dated 8-11-2021, to execute this Agreement, of the SECOND PART.

AND

M/s Omata Hydro Power Pvt. Ltd; a company incorporated and registered under the provisions of Companies Act, having its Registered/Head Office at House No 73, Raipur Khurd, Chandigarh ,1660003 and site office in Himachal Pradesh at (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. Dinesh Saini Authorized Signatory, who is duly authorized by the competent authority of the Company resolution No. nil, dated 18-9-2021, to execute this Agreement, of the OTHER PART.

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

For Banni Hydro Project  
Prop.

For Omata Hydro Power Pvt. Ltd.

Auth. Signatory





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WHEREAS, the Government had issued consent letter dated 10-8-2015 for the implementation of 0.75 MW capacity Braguna Hydro Electric Project in District Chamba, Himachal Pradesh (hereinafter referred to as project) TC was accorded by DoE for 1.50 MW capacity vide letter No DoE /CE( Energy) TC-Braguna SHEP/2021-3408-17 dated 4-8-2021 ; and

WHEREAS, the Project is envisaged on Braguna Nallah tributary of Ravi River in Ravi Basin, District Chamba (H.P.) between the elevations  $\pm 1636\text{m}$  to  $\pm 1508\text{m}$ ; 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 , 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)-51/2015 dated 6-7-2021 to the change in name of the firm from M/s. Banni Hydro Project ( sole Prop.Veena Devi w/o Sh Hans Raj) to M/s Omata Hydro Power Pvt. Ltd 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

For Banni Hydro Project  
Prop.

For Omata Hydro Power Pvt. Ltd.  
Auth. Signatory



N<sup>o</sup> 2133072

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## Himachal Government Judicial Paper

Whereas, the Third Party has deposited the requisite fee amounting to Rs 37500/- only on account of change in name through DD.No. 758452 dated 16-9-2021; in favour of the Director, Himurja, Shimla-9, and

WHEREAS, the Third Party has established Registered Office/Head Office at House No 73, Raipur Khurd, Chandigarh, 1660003 in Himachal Pradesh; 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 Omata Hydro Power Pvt. Ltd** should ensure that share holding as approved by the Government vide letter No **NES-F(2)-51/2015 dated 6-7-2021**, 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.
- 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:-

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

For Omata Hydro Project  
Prop.

for Omata Hydro Power Pvt. Ltd.  
Auth. Signatory

Nº 2133071

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# Himachal Government Judicial Paper

For and on behalf of

for and on behalf of

for and on behalf of

Government of H.P.

M/s. Banni Hydro Project

M/s Ometa Hydro Power Pvt. Ltd

(Rupali Thakur, IAS)  
Special Secretary (NES)

(Sh. Vipin Kumar )  
Auth. Signatory

(Sh Dinesh Saini )  
Auth. Signatory

Special Secretary (NES)  
to the Govt. of H.P.  
cum-CEO HIMURJA  
Shimla-171008

For Banni Hydro Project  
Prop.

For Ometa Hydro Power Pvt. Ltd.

Auth. Signatory

WITNESSED BY:-

(Er Sanjeev Gautam )  
Project Manager (SHP),  
HIMURJA, Shimla

1 VIVEK SAINI

1 VIVEK SAINI

(Er. D.N. Sharma )  
Project Officer (SHP)  
HIMURJA, Shimla

2 RANDESH SINGH

2 RANDESH SINGH