

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES



Saw 5108 / 1202
12/12/2011

हिमाचल प्रदेश HIMACHAL PRADESH

208577

This agreement is signed on 12th day of December 2011 year and will suppress all the previous agreement and memorandum of understanding signed between

M/S SURYAKANTHA HYDRO ENERGIES PVT LTD having its registered office at Plot no 346, Second floor, MLA Colony, Road No 12, Banjara Hills, Hyderabad, A.P Hereinafter referred to as Part A to the first party

M/S RANGARAJU WAREHOUSING PVT LTD having its registered office at Plot no 346, Second floor, MLA Colony, Road No 12, Banjara Hills, Hyderabad, A.P Hereinafter referred to as part B to the first party

M/S GANGADHARI HYDRO POWER PVT LTD having its Corporate office at Plot no 346, Second floor, MLA Colony, Road No 12, Banjara Hills, Hyderabad, A.P Hereinafter referred to as part C to the first party

M/S NANTI HYDRO POWER PVT LTD having its Corporate office at Plot no 346, Second floor, MLA Colony, Road No 12, Banjara Hills, Hyderabad, A.P Hereinafter referred to as part D to the first party

all the above companies are collectively referred to as **the first party** and are represented by Mr T. Suresh Varma vide Board resolutions of each part authorizing him to act on behalf of them to negotiate, conclude and sign all matters relating to the said companies Vide Special Resolution of the Company Dated 10.12.2011

AND

M/s GEE CEE HYDRO POWER (P) LIMITED having registered office at Village SARAHAN, Tehsil Rampur, District SHIMLA, H.P here in after referred to as Part A to the second party and is represented by Mr BM Khanna as Authorized Signatory Vide Special Resolution of the Company Dated 09.12.2011 to act on behalf of the company, to negotiate, conclude and sign all documents.

Bdarp

Shumam, [Signature]

Executive Magistrate
Distt. Solan

11/6 9173
13/12/11

T. Suresh Kumar v
S. T. Appa Rao
Beldur

[Signature]

[Signature]

[Signature]

[Signature]
4/12/11

Dr. M. M. M. M.

② B. M. P.

③ J. M. M.

11/12/11

④ K. M. M.

⑤ S. M. M.

Certified that the above was made in
affirmation before me this 13th Dec 2011
day of 200 13th Dec 2011
District of Solan by T. Suresh Kumar vs S. T. Appa Rao
② B. M. P. who is personally known to me or stated that he
identified at R. M. P.
Hence attested and returned 13/12/11

Executive Magistrate
Dist. Solan (H.I.)
13/12/11

M/s SHREE NAINA HYDRO POWERS INC having its registered office at Village KATHA, Tehsil BADDI, District SOLAN, H.P here in after referred to as Part B to the second party and is represented by Mr Shiv Om Khanna as Authorized Signatory Vide Irrevocable Power of Attorney dated 09.12.2011 to act on behalf of the firm, to negotiate, conclude and sign all matters relating to them.

M/s VIMLA HYDRO POWERS (P) LIMITED having registered office at Village SARAHAAN, Tehsil Rampur, District SHIMLA, H.P here in after referred to as Part C to the second party and is represented by Mr BM Khanna as Authorized Signatory Vide Special Resolution of the Company Dated 09.12.2011 to act on behalf of the company, to negotiate, conclude and sign all documents.

The above company and firm are collectively referred to as the **second party**.

The Part A of the first party has been allotted Lower NANTI SHEP 10 MW at Village KHANDERI, District SHIMLA, H.P. The allotted levels of the said project are Weir 2045 EL and Power House EL 1845.

The Part B of the first party has been allotted SUMEZ SHEP 14 MW at Village SUMEZ, District SHIMLA, H.P. The allotted levels of the said project are Weir 2170 EL and Power House EL 1542.

The Part C of the first party has been allotted JOGINI SHEP 12 MW at Village JOGINI, District SHIMLA, H.P. The allotted levels of the said project are Weir 1760 EL and Power House EL 1480.

The Part D of the first party has been allotted Upper NANTI SHEP 12 MW at Village NANTI, District SHIMLA, H.P. The allotted levels of the said project are Weir 2468 EL and Power House EL 2210.

The Part A of the second party has been allotted JOGINI-II SHEP 4.8 MW at Village JOGINI, District SHIMLA, H.P. The allotted levels of the said project are Weir 1490 EL and Power House EL 1370.

The part B of the second party has been allotted KHANDERI SHEP 2 MW at Village KHANDERI, District SHIMLA, H.P. The allotted levels of the said project are Weir 1845 and Power House 1786 and Upper SUMEZ-II 2 MW the allotted levels of the said project are weir 1538 EL and Power House 1453 EL.

The Part C of the second party has been allotted Upper KURMI SHEP 5 MW at Village KURMI District SHIMLA, H.P. The allotted levels of the said project are Weir 2670 EL and Power House EL 2470.

The Part A of the first party is not able to identify suitable location for power house in its allotted levels and it is intending to shift its power house downstream to EL 1828 which is resulting into loss of head of 17 meters to the second party. To compensate the loss to the second party, the first party agree to provide the following infrastructure such as approach roads, transmission lines built by it (built as per the project requirements of first party) to the second party and their another projects in near vicinity in name of UPPER NANTI, LOWER NANTI, JOGINI, SUMEZ without any cost as per the agreed condition mention below this agreement. The second party has consented to shift the EL from 1845 (T/WEIR) to EL 1828 to facilitate the construction of power house of upstream project and first party shall release the water at EL 1828 strictly without any other level losses. Since the second

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Amkumar

Attorney

Executive
Baddi, Distt. Solan

13/12/2011

Robertson



C. R.

Agencies
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Up to date

- In case of shut down of power plant on A/C of any repair after F/bay towards power house water shall be made available through spillway arrangement as per the its project design by the first party for both SUMEZ-II and KHANDERI projects of the second party.
- Schedule of annual maintenance by the first party shall be intimated to the second party well in advance to say minimum 1 month.
- That the first party would inform to the second party before taking execution of their power house i.e. LOWER NANTI and JOGINI. So that the same can be executed with the consent of both parties. To avoid any confusion at any later stage.

The above said works shall be executed by the first party as per the requirement justified for their project, any additional work as per the requirement of second party shall be done by the second party.

That second party to the agreement shall contribute towards the interconnection charges of JOGINI i.e. cost to be incurred on the HPSEB Substation up gradation and bay extension on MW basis. And also the cost of pooling station at lower nanti and 66 KV line in lower nanti substation to HPSEB Ganvi stage II substation on per MW basis on the similar lines to be decided with the other project developers in this valley.

That there is overlapping in levels of first and second party in JOGINI-II SHEP of second party i.e. allotted levels weir 1760 and power house 1480 of JOGINI SHEP of first party and allotted levels of JOGINI-II of second party i.e. weir 1490 and power house- 1370. To resolve the matter amicably both the parties have done joint survey of the projects and it has been mutually agreed that Part C to the first part shall release the water from its Power House turn build its structures to facilitate release of water 2 meters below the confluence of NOGLI and SARTU and Part A of the second party shall construct this weir with a cushion of 2 meters below the confluence of NOGLI and SARTU.

The part A to the first party shall approach the concerned government agency to get necessary consent for the change in level of its power house and the second party shall not object to it in future and it shall have not claim its allotted levels to the extent sacrificed to accommodate the power house of the first party.

That in any case first party not able to full fill the agreed condition vide this agreement. The second party have right to get the stay from the hon'ble court and take this matter to the state/centre government in any stage of the project or after the completion of the project.

That the agreed confluence point/elevations shall be binding on both the parties and their successor, legal heirs and assignees. Non compliance of any of the condition of this MOU shall make the other party liable for damages to be calculated on the basis of loss of power generation and towards the project expenditures, interest expenses and other incidental expenses.

That the directors and Authorized Signatory of both the parties will sign this agreement and the companies as well as their board of directors in personal capacity shall be liable to the damages/ any

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P. N. H. M. R. N. S.

Attest

Executive Magistrate

Bandi, Distt. Solan H.P.

13/12/2011

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Himachal Government Judicial Paper

loss in future, due to non-adherence of this agreement to the other part. In addition to it directors/proprietor/ partners (including sleeping and none functioning) of defaulter party shall be liable for criminal proceeding for breach of trust.

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR-FIRST WRITTEN AND SIGNED THIS AGREEMENT HEREIN BELOW

SIGNED, SEALED AND DELIVERED by the within

Identified By :- Shri Pritam Chand Lambardar
Village & P.O. Malpur, Pargana Dharampur
Tehsil Baddi, District solan (H.P.)

First party

Witness:-



T. Suresh Verma
T.Suresh Verma S/o Sh T.Appala Raju
(is authorised on the behalf of first party)

Second party

Ajay Kumar
1. Ajay Kumar S/o Sh Satpal
Village Bhalat Tehsil Barsar Distt Hamirpur

B.M. Khanna
B.M. Khanna S/o Sh Gian Chand Khanna
(is authorised on the behalf of second party)

Sukhpal Singh
2. Sukhpal S/o Sh Gurdev singh
Vill Dhaloni, P.O. Derabassi,
District Mohali (Pb)

Shiv Om Khanna
Shiv Om Khanna S/o Late Sh Sat Pal Khanna
(is authorised on the behalf of second party)

[Signature]
Executive Magistrate
Baddi, Distt. Solan (H.P.)
19/12/2011