



(H.P. Govt Energy Development Agency)
Block 8-A SDA Complex Kasumpti Shimla-171009
Telephone 0177-2621783 Fax 0177-2622635

No. HIMURJA/SHP-IA/JE(43)/2006- **1682**
To

Dated: **17** Feb., 2012

M/s Leond Hydro Power Private Limited,
SKIPPTON VILLA, Ridge,
Near Ritz Cinema,
Shimla (H.P.)-171001

Subject: - Implementation Agreement for BANU (5.00 MW) SHEP in District Kangra (H.P.)

Dear sir,

This has reference to Tripartite Agreement & Implementation Agreement of **BANU (5.00 MW) SHEP, District Kangra (H.P.)** signed by you with H.P. Govt. on **15th February, 2012**. Enclosed please find one set of Tripartite Agreement & 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) The requisite works of land acquisition, obtaining of clearances, non-objection certificate and mobilization of work force & machinery be initiated immediately for timely completion of the projects.
- ii) Sign boards highlighting various details as per **Annexure-A** be prepared and fixed at the main road on the bifurcation and at the proposed site of the project.
- iii) A proforma (**Annexure-B**) showing the details of various activities required for the execution of HEPs is enclosed with the request that all these activities including more, if any, be incorporated in the construction schedule for **BANU (5.00 MW)** project and copies of the same be sent to us in quadruplicate within one month. The Bar Charts for **BANU (5.00 MW)** project be accordingly prepared after planning and fixing all the requisite activities and submitted to this office in quadruplicate within one month.
- iv) Quarterly progress report in respect of **BANU (5.00 MW)** project on the prescribed proforma (**Annexure-C**) for four quarters i.e Jan-March, April-June, July-September and October-December be sent to this office by the 10th of the succeeding month regularly and in time positively.
- v) Information regarding the staff employed for **BANU (5.00 MW) SHEP**, whether Himachalis or Non-Himachalis, Skilled & Semi-Skilled with their complete residential address be supplied regularly on monthly basis.
- 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 submission of application or subsequently, the whole responsibility will be yours and Govt. will be at liberty to take legal action against your firm.



हिमाचल प्रदेश HIMACHAL PRADESH

06AA 050719

AGREEMENT FOR CHANGE IN NAME
BANU (5.00 MW) HYDRO ELECTRIC PROJECT IN DISTRICT KANGRA, HIMACHAL PRADESH

THIS TRIPARTITE AGREEMENT is made on this 15th day of the month of February, 2012 (Two Thousand Twelve) 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

Hansellina
Special Secretary (NES)
to the Govt. of H.P. -
cum CEO HIMURJA
Shimla - 171009

M/s Jaya Enterprises, a company incorporated and registered under the provisions of Indian Partnership Act, 1932; having its Registered Office at SKIPTON Villa, Ridge, Near Ritz Cinema, Shimla (H.P.)-171001 (hereinafter referred to as the "Second Party", which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators and assigns, through Mr. Arun Kumar, Authorized Signatory, who is duly authorized by the competent authority of the firm power of attorney No. Nil, dated 8th February, 2012, to execute this Agreement, being Party of the SECOND PART.

For JAYA ENTERPRISES

[Signature]
Authorised Signatory

AND

For LEOND HYDRO POWER (P) LTD.
[Signature]
Director.

M/s Leond Hydro Power Private Ltd., a generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003 having its Registered Office at **SKIPTON Villa, Ridge, Near Ritz Cinema, Shimla (H.P.)-171001** 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, includes its successors, administrators and assigns, through **Mr. Varun Pandit, Director**, who is duly authorized by the competent authority of the Company vide resolution No. Nil, dated **13th February, 2012**, to execute this Agreement, being Party of the THIRD PART.

WHEREAS the Government and Second Party signed the Memorandum of Understanding (MOU), dated **16/02/2008** for the implementation of **2.00 MW** capacity **BANU** Hydro Electric Project in **District Kangra, Himachal Pradesh** (hereinafter referred to as project).

AND WHEREAS Second Party incorporated the company known as **M/s Leond Hydro Power Private Limited, SKIPTON Villa, Ridge, Near Ritz Cinema, Shimla (H.P.)-171001**, which is a Generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003.

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 Memorandum of Understanding (MOU), dated **16/02/2008**.

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 Memorandum of Understanding (MOU), dated **16/02/2008** executed between the Government and the Second Party.

AND WHEREAS the Government has been approached by the Second Party for transfer of all its rights, obligations and **statutory/non-statutory clearances obtained** under the Memorandum of Understanding (MOU), dated **16/02/2008**, to the Third Party as per provision of Para-3 of above Agreement.

AND WHEREAS the First Party has consented through Order reference No. **NES-F(2)18/2007**, dated **03/01/2012**; to the change in name from **M/s Jaya Enterprises** (Second Party) to **M/s Leond Hydro Power 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 Memorandum of Understanding (MOU), dated **16/02/2008** executed between the First Party and the Second Party.

WHEREAS the First Party has approved enhancement of capacity from **2.00 MW to 5.00 MW** and change in elevations from **± 2000 M to 1600 M to ± 1998 M to 1600 M** on dated **19/11/2011**; and

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 (Implementation Agreement) shall be signed separately with the new entity.

For JAYA ENTERPRISES

Authorised Signatory

For LEOND HYDRO POWER (P) LTD.

Director

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 Memorandum of Understanding (MOU), dated 16/02/2008 with the unequivocal acceptance of Third Party of all the assets, rights, liabilities, obligations, privileges, **statutory/non-statutory clearances obtained** and benefits arising out of above mentioned Memorandum of Understanding (MOU), dated 16/02/2008. **Second Party and Third Party shall ensure that the Second Party (i.e. M/s Jaya Enterprises) shall hold 51% equity in the new entity (SPV i.e. M/s Leond Hydro Power Private Limited) upto two years of actual commissioning of the project.** If at a later date it comes to the notice of the Government that this condition has been violated then it shall have the right to terminate the Implementation Agreement (IA), which shall be signed with the new entity for this project, after affording due opportunity to the Third Party and also to forfeit the security furnished by the Third Party as per **Clause-3** of the Implementation Agreement (IA), 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, the Second Party is allowed to freely sell/divest the project(s)/51% shares.**
 - ii) That the Government hereby releases the Second Party of all the obligations under the Memorandum of Understanding (MOU), dated 16/02/2008, 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 Memorandum of Understanding (MOU), dated 16/02/2008 to the Government.
- Handwritten*
Special Secretary (NES) to the Govt. of H.P. - cum - CEO HIMURJA Shimla - 171009 - shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or Second Party appear in the Memorandum of Understanding (MOU), dated 16/02/2008 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 Memorandum of Understanding (MOU), dated 16/02/2008 as if they were the original party of aforesaid Memorandum of Understanding (MOU), dated 16/02/2008 in place of Second Party.

For JAYA ENTERPRISES
Handwritten Signature
Authorised Signatory

For LEOND HYDRO POWER (P) LTD
Handwritten Signature: Varun Pandit.
Director

Himachal Government Judicial Paper

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

For and on behalf of

Government of H.P.

Harsh Mitter
15.2.12

(HARSH MITTER),

Special Secretary (NES),
to the Govt. of H.P.,
cum - CEO HIMURJA,
Shimla - 171009

for and on behalf of

M/s Jaya Enterprises,
Shimla (H.P.)

For JAYA ENTERPRISES

Arun Sharma
15/2/12
Authorized Signatory
(Arun Sharma)
Authorized Signatory

for and on behalf of

M/s Leond Hydro Power (P)
Ltd., Shimla (H.P.)

For LEOND HYDRO POWER (P) LTD.

Varun Pandit
15-2-12
Director
(VARUN PANDIT)
Director

WITNESSED BY:-

1. *[Signature]*
o/o Himurja
Shimla

1. *[Signature]*
B34/LEOND CLARK
POWALYUDA
H40
PIN - 0100353525

1. *[Signature]*
B34/LEOND CLARK
POWALYUDA
H40
PIN 4000753525

2. *[Signature]*
o/o HIMURJA,
Shimla - 9

2. *[Signature]*
PIN 201 SKYLOAN
HIMACHAL NAGAR
H40

2. *[Signature]*
PIN 201 SKYLOAN
HIMACHAL NAGAR
H40

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15.2.12

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Special Secretary (NES),
to the Govt. of H.P.,
cum - CEO HIMURJA,
Shimla - 171009

for and on behalf of

M/s Jaya Enterprises,
Shimla (H.P.)

For JAYA ENTERPRISES

Arun Sharma
Authorized Signatory
(Arun Sharma)
Authorized Signatory

for and on behalf of

M/s Leond Hydro Power (P)
Ltd., Shimla (H.P.)

For LEOND HYDRO POWER (P) LTD

Varun Pandit
15-2-12
Director
(VARUN PANDIT)
Director

WITNESSED BY:-

1. *Chit*
o/o Himurja
Shimla.

2. *M. S. S.*
o/o HIMURJA,
Shimla.

1. *Arun Sharma*
B34, CEENO CLASSIC,
DODALHUB.
M.Y.D.
PH. 9000353525

2. *Sky Lark*
11st - 201
SKY LARK A
HIMAYATH NAYAR
M.Y.D.

1. *Varun Pandit*
B 24, CEENO CLASSIC,
DODALHUB.
M.Y.D.
PH - 9000353525

2. *Sky Lark*
11st - 201
SKY LARK
HIMAYATH NAYAR
M.Y.D.



(H.P Govt Energy Development Agency)
Block 8-A SDA Complex Kasumpti Shimla-171009
Telephone 0177- 2621783 Fax 0177-2622635

No. HIMURJA/SHP-IA/JE(43)/2006- 1682
To

Dated: 17 Feb., 2012

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M/s Leond Hydro Power Private Limited,
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हिमाचल प्रदेश HIMACHAL PRADESH

06AA 015158

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BANU (5.00 MW) HYDRO ELECTRIC PROJECT IN DISTRICT KANGRA, HIMACHAL PRADESH

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AND

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For JAYA ENTERPRISES

Authorised Signatory

For LEOND HYDRO POWER (P) LTD.

Director

AND

M/s Leond Hydro Power Private Ltd., a generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003 having its Registered Office at **SKIPTON Villa, Ridge, Near Ritz Cinema, Shimla (H.P.)-171001** 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, includes its successors, administrators and assigns, through **Mr. Varun Pandit, Director**, who is duly authorized by the competent authority of the Company vide resolution No. Nil, dated **13th February, 2012**, to execute this Agreement, being Party of the THIRD PART.

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AND WHEREAS Second Party incorporated the company known as **M/s Leond Hydro Power Private Limited, SKIPTON Villa, Ridge, Near Ritz Cinema, Shimla (H.P.)-171001**, which is a Generating Company within the meaning of Section 2 (28) of the Electricity Act, 2003.

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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 Memorandum of Understanding (MOU), dated **16/02/2008** executed between the Government and the Second Party.

AND WHEREAS the Government has been approached by the Second Party for transfer of all its rights, obligations and **statutory/non-statutory clearances obtained** under the Memorandum of Understanding (MOU), dated **16/02/2008**, to the Third Party as per provision of Para-3 of above Agreement.

Handwritten: Special Secretary (NES) to the Govt. of H.P. - 03/01/2012; to the change in name from M/s Jaya Enterprises (Second Party) to M/s Leond Hydro Power 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 Memorandum of Understanding (MOU), dated **16/02/2008** executed between the First Party and the Second Party.

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AND WHEREAS, the Second Party has agreed to accept the conditions of Hydro Power Policy 2006 and subsequent amendments thereof for which separate Agreement (Implementation Agreement) shall be signed separately with the new entity.

For **JAYA ENTERPRISES**

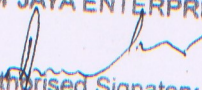
Handwritten Signature
Authorized Signatory

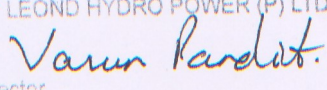
For **LEOND HYDRO POWER (P) LTD.**

Handwritten Signature: Varun Pandit
Director

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 Memorandum of Understanding (MOU), dated **16/02/2008** with the unequivocal acceptance of Third Party of all the assets, rights, liabilities, obligations, privileges, **statutory/non-statutory clearances obtained** and benefits arising out of above mentioned Memorandum of Understanding (MOU), dated **16/02/2008**. **Second Party and Third Party shall ensure that the Second Party (i.e. M/s Jaya Enterprises) shall hold 51% equity in the new entity (SPV i.e. M/s Leond Hydro Power Private Limited) upto two years of actual commissioning of the project.** If at a later date it comes to the notice of the Government that this condition has been violated then it shall have the right to terminate the Implementation Agreement (IA), which shall be signed with the new entity for this project, after affording due opportunity to the Third Party and also to forfeit the security furnished by the Third Party as per **Clause-3** of the Implementation Agreement (IA), 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, the Second Party is allowed to freely sell/divest the project(s)/51% shares.**
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- 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 Memorandum of Understanding (MOU), dated **16/02/2008** to the Government.
- iv) All the terms and conditions of the Memorandum of Understanding (MOU), dated **16/02/2008** shall remain the same save and except as provided herein above and wherever expression of "Company" "Generating Company" or Second Party appear in the Memorandum of Understanding (MOU), dated **16/02/2008** 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 Memorandum of Understanding (MOU), dated **16/02/2008** as if they were the original party of aforesaid Memorandum of Understanding (MOU), dated **16/02/2008** in place of Second Party.

For JAYA ENTERPRISES

 Authorized Signatory

For LEOND HYDRO POWER (P) LTD.

 Director

Harsh Kumar
 Special Secretary (NES)
 to the Govt. of H.P. -
 cum - CEO HIMURJA
 Shimla - 171009