

हिमाचल प्रदेश HIMACHAL PRADESH

C 092161

AGREEMENT FOR CHANGE IN NAME

CHANED HYDRO ELECTRIC PROJECT (1.00 MW) IN DISTRICT CHAMBA
HIMACHAL PRADESH

THIS TRIPARTITE AGREEMENT is made on this 26th day of the month of August, 2020 (Two Thousand Twenty) 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

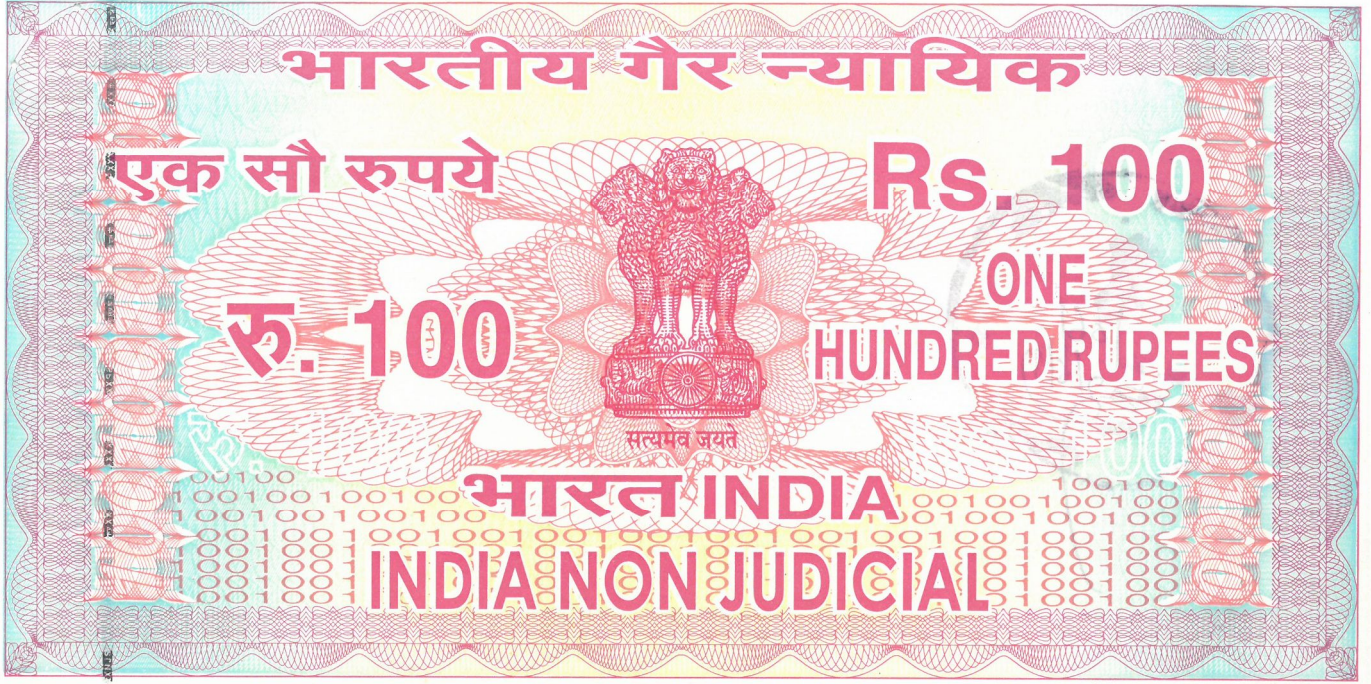

Special Secretary (NES)
to the Govt. of H.P.-
cum-CEO HIMURJA
Shimla-171 009

For Onkar Hydro Power
Projects Construction Co.


Authorised Sig./Partner

For OHP Project Pvt. Ltd


Director



हिमाचल प्रदेश HIMACHAL PRADESH

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M/s. Onkar Hydro Power Project Construction Co. (Partnership Firm); having its Registered/Head Office at Chaugan Bazaar, Near Standard Bakery, Chamba, P.O. Chamba, Distt. Chamba-176310 (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. A. K. Puri, who is Partner and duly authorized vide resolution No. nil, dated 3.3.2020, to execute this Agreement, of the SECOND PART.

AND

M/s OHP Project Private Limited; a company incorporated and registered under the provisions of Companies Act, 2013; having its Registered/Head Office at Kashmiri Mohalla, Chowgan Bazaar, Chamba, Distt. Chamba and site office in Himachal Pradesh at Village Tadoli, P.O.Saru, District Chamba. (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. Nitin Dhingra, Managing Director, who is duly authorized by the competent authority of the Company resolution No. nil, dated 5.3.2020, to execute this Agreement, of the OTHER PART.

Special Secretary (NES)
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cum-CEO HIMURJA
Shimla-171 009

For Onkar Hydro Power
Projects Construction Co. For OHP Project Pvt. Ltd

Authorised Sig./Partner

Director

WHEREAS, the Government had issued consent letter dated **10.8.2015** for the implementation of **1.00 MW** capacity **Chaned** Hydro Electric Project in **District Chamba**, Himachal Pradesh (hereinafter referred to as project); and

WHEREAS, the Project is envisaged on **Kohlari Nallah**, a tributary of Ravi River in **Ravi Basin, District Chamba (H.P.)** between the elevations ± 935 M to ± 839.50 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 letter dated **10.8.2015**, 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)-127/2015** dated **14.6.2017** to the change in name of the firm from **M/S. Onkar Hydro Power Project Construction Co. (Partnership firm)** to **M/S. OHP Project Private Limited (a private limited company)** 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

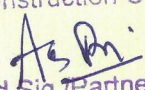
Whereas, the Third Party has deposited the requisite fee amounting to **Rs. 25,000/-** only on account of change in name through **RTGS** dated **27.2.2020**; in favour of the Director, Himurja, Shimla-9, and

WHEREAS, the Third Party has established Registered Office/Head Office at **Kashmiri Mohalla, Chowgan Bazaar, Chamba** 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


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

For Onkar Hydro Power
Projects Construction Co.


Authorised Signatory/Partner

For OHP Project Pvt. 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 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. OHP Project (P) Ltd.** should ensure that share holding as approved by the Government vide letter No. **NES-F(2)-127/2015** dated **14.6.2017** 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.


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

For Onkar Hydro Power
Projects Construction Co.


Authorised Signatory/Partner

For OHP Project Pvt. Ltd


Director

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Himachal Government Judicial Paper

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

For and on behalf of

for and on behalf of

for and on behalf of

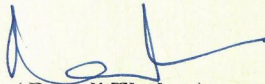
Government of H.P.

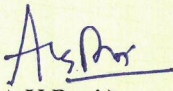
Onkar Hydro Power


OHP Project

Project Construction Co.

Private Limited


(Rupali Thakur)


(Sh. A.K. Puri)



(Sh. Nitin Dhingra)

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

For Onkar Hydro Power
Projects Construction Co.

Managing Director
For OHP Project Pvt. Ltd


Authorised Sig./Partner


Director


WITNESSED BY:-

1. (Pradeep Bhanot)
Sr. Project Officer (SHP),
O/o HIMURJA, Shimla

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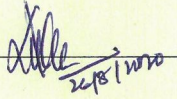


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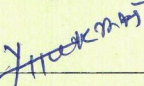

(CHARAN THAKRAL)
P.S.S. Secy of Judicial

2. (D.N. Sharma)
Project Officer (C),
O/o HIMURJA, Shimla

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22/8/2020

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(YUVRAJ THAKRAL)
P.S.S. Secy of Judicial