

हिमाचल प्रदेश HIMACHAL PRADESH


D 151184

**SUPPLEMENTARY IMPLEMENTATION AGREEMENT  
FOR  
GHATOR TOP SMALLHYDRO-ELECTRIC PROJECT (4.98 MW)**

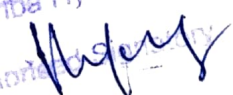
This Agreement executed on 1<sup>st</sup> day of the month of **February** in the year Two Thousand and Twenty One, between the Government of Himachal Pradesh, through the Special Secretary (NES) to the Government of Himachal Pradesh -cum-Chief Executive Officer, Himurja, having its office at Block 8-A, Urja Bhawan, SDA Complex, Kasumpti, Shimla (H.P.)-171009 (hereinafter referred to as "First. Party"), which expression unless repugnant to the context or meaning thereof, shall include its successor(s), administrator(s) or permitted assigns, of the **FIRST PART**;

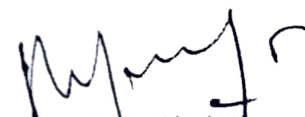
**AND**

M/s **Chamba Hydro Venture** a firm incorporated and registered under the provisions of section (1) of Indian Partnership Act 1932 having its registered office at Hotel Alps, P.O. & Tehsil Dalhousie, District Chamba ( H.P) 176304 (which expression shall, unless repugnant to the context or meaning thereof, include its holding company, subsidiaries, associates, successor(s), administrator(s), and permitted assigns(s) (hereinafter referred to as "Second Party") through **Mr. Rajiv Kumar** Authorised Signatory who has been duly authorized by the

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

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**Chamba Hydro Ventures**  
Authorised Signatory

  
**Chamba Hydro Venture**  
Ghantour Top Vill. Ghantour  
P.O. Uraie, Teh. Bharmour  
Distt. Chamba (H.P.)



भारतीय गैर न्यायिक

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हिमाचल प्रदेश HIMACHAL PRADESH

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Second Party vide their Board resolution dated 15-12-2020 to execute this agreement of  
**SECOND PART.**


**WHEREAS,** the First Party, in accordance with its power policy had allotted **Ghator Top SHEP** for an installed capacity of **2.00MW** to **M/s Chamba Hydro Venture** on dated 26-7-2009 for carrying out detailed Survey & Investigations, Techno-Economic studies and submission of Detailed Project Report (DPR) for the implementation of **Ghator Top SHEP (2.00 MW)** in District **Chamba** Himachal Pradesh (hereinafter referred to as the "Project"); and

**WHEREAS,** the Second Party after carrying out detailed survey & investigation at project site had submitted the Detailed Project Report (DPR) for an installed capacity of **4.98 MW**, which was accorded Techno-Economic Clearance (TEC) by **DoEon5-1-2012**, and

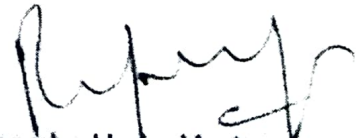
**WHEREAS,** the Implementation Agreement in respect of **Ghator Top SHEP** between **GoHPM/s Chamba Hydro Venture** for the implementation of **Ghator Top SHEP** for an installed capacity of **4.98MW** was signed on **1-8-2014**, and

**WHEREAS,** the Zero Date in respect of **Ghator Top SHEP(4.98MW)** as per the milestones stipulated in the Implementation Agreement signed on **1-8-2014**, was **31-1-2015**; and

**WHEREAS,** First Party vide notification dated 07.11.2020 has allowed One Time Amnesty by redefining zero date for projects which are under investigation & clearance stage where IAs have already been signed and by redefining Scheduled Commercial Operation Date (SCOD) for projects under construction stage.

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

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Chamba Hydro Venture  
Ghantour Top Vill. Ghantour  
P.O. Uraie, Teh. Bharmour  
Distt. Chamba (H.P.)

N<sup>o</sup> 1050080

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# Himachal Government Judicial Paper

WHEREAS, in pursuance to the above notification the Second Party vide its application dated 14-12-2020 has requested to avail One Time Amnesty and further requested to sign Supplementary Implementation Agreement

WHEREAS, this Supplementary Implementation Agreement is being signed by both the Parties only to the extent that the Zero Date of **Ghator Top SHEP (4.98MW)** shall be redefined as per notification dated 07-11-2020. This agreement shall in no way affect all other terms and conditions of Implementation Agreement signed on 1-8-2014.

### NOW THIS SUPPLEMENTARY AGREEMENT WITNESSES AS UNDER

- Both the Parties agree to amend/incorporate the existing clause 5.1 & 5.2 as under.

The timelines for redefining of Zero Date in respect of **Ghator Top SHEP (4.98MW)** is as under:

Sr. No.	Milestones	Time period	Consequential Action
1.	Apply for connectivity & signing of Long Term Open Access (LTOA) Agreement with HPPTCL or for signing of PPA with HPSEBL.	Within one month from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of one month, the allotment of the project shall be liable to be cancelled.
2.	Signing of Connectivity Agreement & Long Term Open Access (LTOA) Agreement with HPPTCL or PPA with HPSEBL.	Within six months from the date of signing of SIA.	If the project developer fails to achieve this milestone within specified period of six months, the allotment of the project shall be liable to be cancelled.
3.	Furnishing of compliance reports for the progress achieved on continuous basis in the prescribed format.	Every two months on continuous basis starting two months from the date of signing of SIA	In case a project developer fails to submit the bimonthly, three consecutive compliance reports on prescribed formats in the first six months, the allotment of the respective project shall be liable to be cancelled.
4.	Submission of quantitative progress report on the progress achieved so far	At the time of completion of one year from the date of signing of SIA	In case a project developer fails to submit the quantitative progress report on the progress achieved so far at the time of completion of one year from the date of signing of SIA, and the report is not found satisfactory, the allotment of the respective project shall be liable to be cancelled.

Special Secretary (H&S)  
to the Govt. of H.P.  
Gen-CEO HIMURJA  
Shimla-171 000

Chamba Hydro  
Ghantour Top V. Ghantour  
P.O. Uraie, Teh. Ghantour  
Distt. Chamba (H.P.)



No 1050083

2020

# Himachal Government Judicial Paper

5.	Zero Date for start of construction work	Within 12 months after signing of SIA	In case a project developer fails to achieve Zero date within 12 months, due to various unavoidable reasons not attributable to the project developers, the Administrative Department can allow another period of 12 months to achieve zero date. Failing which the project allotment shall be liable for cancellation without any liability of Govt. and without issuance of any further notice in this regard. Provision for which will be kept in SIA.
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**Note:** The Second Party shall not be entitled for any incentive on account of early commissioning of the project after availing relaxation under One Time Amnesty.


This **Supplementary Implementation Agreement** signed on the date first written above and the Implementation Agreement signed on **1-8-2014** shall be in force simultaneously till the validity of the Implementation Agreement.

In witness whereof, the Parties hereto have executed and delivered this Agreement at Chamba, Himachal Pradesh on the date first written above, for the Implementation of **Ghator Top SHEP** for installed capacity of **4.98MW**.

**For & on behalf of  
the Government of Himachal Pradesh**


**For and on behalf of  
M/s Chamba Hydro Venture**

  
(Rupali Thakur)  
Special Secretary (NBS),  
to the Govt. of H.P.-cum-  
CEO Himurja Chamba-171009


  
(Mr. Rajiv Kumar)  
Chamba Hydro Venture  
Authorized Signatory  
P.O. Uraie, Teh. Bharmour  
Distt. Chamba (H.P.)

**WITNESSED BY:**

**WITNESSED BY:**

1.   
(Pradeep Bhanot)  
Sr. Project Officer (SHP)  
Himurja, Chamba-9

1.

2.   
(D. Sharma)  
Project Officer  
Himurja, Chamba-9

2.