



हिमाचल प्रदेश HIMACHAL PRADESH

C 650492

AGREEMENT FOR CHANGE IN NAME

Dhanwan HYDRO ELECTRIC PROJECT (0.30 MW) IN DISTRICT Mandi

HIMACHAL PRADESH

Sept. THIS TRIPARTITE AGREEMENT is made on this 29th day of the month of _____, 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 include its successors, assigns and legal representatives) being Party of the FIRST PART,

AND

M/s. Bhup Raj having its Registered/Head Office Village Shandra, P.O. Shungi, Tehsil Nihri, Distt. Mandi (hereinafter referred to as the "Second Party") which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, a undertaking on stamp paper through M/s. Bhup Raj on dated 12.8.2021 to execute this Agreement, of the SECOND PART.

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

AND
For Bhup Raj

For Shivganga Hydel Power Project

Partner



0 SEP 2021

14112 27/9/21
Name Sh./Smt. Shri Ganga Inya
No./W/o your passport
Address 1317 BC
Through Nand Lal
Purpose Armed
Dr. D. D. D.
Mand.

SUNIL CHANDER
Stamp
What, Court, Shri, etc.

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Nº 3100303

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Himachal Government Judicial Paper.

M/s Shiv Ganga Hydel Power Project, a company incorporated and registered under the provisions of companies Act 2013 having its Registered office House No. 73, Housing Board Colony Daundhi, P.O. Nagchala, Tehsil Balh, Distt. Mandi and site office in H.P. at Vill Dhanwan, P.O. Sudhar, Tehsil Padhar, Distt. Mandi. (hereinafter referred to as the "Third Party") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns, Sh. Nand Lal Arora, who is authorized a under taking on stamp paper, dated 12.8.2021, to execute this Agreement, of the OTHER PART.

WHEREAS, the Government had issued consent letter dated 10.8.2015 for the implementation of 0.30 MW capacity Dhanwan Hydro Electric Project in District Mandi, Himachal Pradesh (hereinafter referred to as project); and

WHEREAS, the Project is envisaged on Kangehar/Uhl in District Mandi (H.P.) between the elevations ± 1332 M to ± 1287 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 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) 26/2015 dated 15.6.2021 to the change in name of the company from M/S. Bhup Raj to M/s Shiv Ganga Hydel Power Project 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 Bhup Raj
Prop.


For Shivganga Hydel Power Project
Partner

No 3100306

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Himachal Government Judicial Paper

Whereas, the Third Party has deposited the requisite fee on account of change in name through D.D. No. 756007 dated 3.8.2021 of Union Bank of India in favour of the Director, Himurja, Shimla-9, and

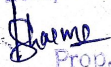
WHEREAS, the Third Party has established Registered Office/Head Office at House No. 73, Housing Board Colony Daundhi, P.O.Nagchala, Tehsil Balh, Distt. Mandi and.

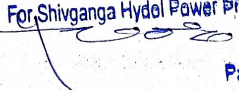
WHEREAS, the Third Party has agreed to accept the conditions of Hydro Power Policy 2006 and subsequent amendments thereof for which Implementation Agreement shall be signed separately with the new entity; and

NOW THIS AGREEMENT WITNESSED AS UNDER AMONG THE PARTIES HERETO AS FOLLOWS:

- ii) 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 Hydro Water Shakti Enterprises, Should ensure that share holding as approved by the Government vide letter No. NES-F (2)-26/2015 dated 15.6.2021 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.
- vi) 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.


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

For Bhup Raj

Prop.

For Shivganga Hydel Power Project

Partner

- vii) 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.
- viii) 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:-

For and on behalf of

Government of H.P.

Special Secretary (NES)
to the Govt. of H.P.
cum- CEO, Himurja Shimla-9.

for and on behalf of

M/s Bhup Raj
(Mr Bhup Raj)

for and on behalf of

M/s Shiv Ganga Hydel Power Project
(For Shivganga Hydel Power Project)
(Mr. Nand Lal Arora)
Partner

WITNESSED BY:-

1 (Er. Sanjeev Gautam)
PM (Hydro)
HIMURJA, Shimla

1 Ram day

1 Sunil kr Sharma
Aman villa, khalini, shumb

2 (MONICA SHARMA)
Project Officer (SHP)
HIMURJA, Shimla

2 Sunil kr Sharma
Aman villa, khalini
shumb

2 Ram day