



हिमाचल प्रदेश HIMACHAL PRADESH

A 759369

Loan Agreement  
"On-Lending Agreement"  
Between

Himachal Pradesh Government and H.P. Power Transmission Corporation  
Limited

This agreement is made at Shimla on this 26<sup>th</sup> day of November, 2016 between Government of Himachal Pradesh (hereinafter called First Party) of the one part and H.P. Power Transmission Corporation Limited., a State Owned Company formed under the Companies Act, 1956 (hereinafter called the Second Party) and having its registered office at Barowalias House, Khalini, Shimla-171002 which expression shall unless be repugnant to the context and meaning include its successors, administrators and assigns of the other part.

WHEREAS the Government of India is taking a loan of 57 Million Euro from KfW Bank of Federal Republic of Germany under Green Energy Corridor-I Scheme for execution of various Transmission projects to evacuate power of Small HEPs. The above loan of 57 Million Euro shall fund various Transmission Projects to be implemented by HPPTCL and HPSEBL (Annexure-I & II respectively);  
AND WHEREAS the Government of India will further transfer this loan granted by KfW Bank to the Government of Himachal Pradesh, which inter alia, shall transfer the same to H.P. Power Transmission Corporation Limited (Second Party) which is designated implementing agency for these Transmission Projects.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The second party will prepare the required documents and file the claims/ requests for release of funds with the concerned agencies in accordance with Government of India guide lines and KfW bank requirements. The second party under this agreement will be responsible for the maintenance of accounts and to file the return/information to Government of India and to KfW Bank as required from time to time.

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2. The first party agrees to transfer the loan money to the accounts of second party with in 15 days of receipt of the loan amount from the Government of India.
3. The second party hereby agrees that:-
  - i) Rate of Interest shall be 10% per annum for all disbursements.
  - ii) Interest on 10% of the total disbursed amount will start immediately from the date of disbursement which will be payable by second party to the First Party annually.
  - iii) The Second Party will be given a grace period of 5 years in case of interest on the 90% of the total disbursed amount. Interest on this amount will start immediately at the end of 5<sup>th</sup> year which will be payable annually thereafter.
  - iv) Principal repayment will be made in 15 equal annual installments with a moratorium of 5 years.
4. The interest will be repaid as due on 15<sup>th</sup> January of each financial year. The amount of the interest will be calculated on the above rates up to the last day of the preceding month in which the payment is due i.e. 31<sup>st</sup> December.
5. The second party agrees to supply such information and maintain accounts in such manner as may be desired by the first party and will be subject to audit.
6. The transactions under this agreement shall be in Indian Rupees only.

This agreement is being executed in duplicate and original will remain with first party and duplicate copy with second party.

IN WITNESS WHEREOF, the parties aforementioned have executed this agreement on the date and year first above mentioned.

Signed By

SKB

(Dr. Shrikant Baldi)

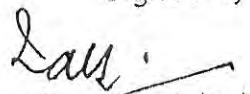
Addl. Chief Secretary (Finance) to  
the Govt. of Himachal Pradesh

For and on behalf of  
Govt. of Himachal Pradesh  
(First Party)

Witness:

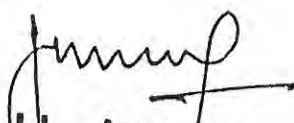
  
Atishay Sood  
Spl Secy (Fin)

Signed By

  
(Sh. J.P. Kalta)

Managing Director  
HPPTCL, Shimla  
Authorized signatory  
(Second Party)

Witness:

  
J.L. Jamwal  
GM (P) HPPTCL

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**Annexure-1**

|    | Scheme                                                                                                                                      | Distt. |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1  | 66/220 kV, 80/100 MVA sub station at 132/220 kV Sunda sub station                                                                           | Shimla |
| 2  | 66 kV D/C line from Andhra to Sunda                                                                                                         | Shimla |
| 3  | 22/132 kV, 2x31.5 MVA sub station at Tangnu Romai HEP in Distt. Shimla                                                                      | Shimla |
| 4  | 132 kV D/C Line from Tangnu Romai to 132/220 kV Sunda P.S                                                                                   | Shimla |
| 5  | 132/220 kV, 2x100 MVA GIS sub station at Dehan (Patti) , Distt. Kangra                                                                      | Kangra |
| 6  | 220 kV D/C Line between Dehan and 400/220 kV sub station at Hamirpur (PGCIL)                                                                | Kangra |
| 7  | 33/132 kV, 31.5 MVA GIS sub station in the yard of Rupin HEP                                                                                | Shimla |
| 8  | 132 kV D/C Line from Rupini to 132/220 kV Sunda P.S                                                                                         | Shimla |
| 9  | 66/220 kV, 100 MVA sub station at Heling by LILO of 220 kV Bajoli Holi-Lahal D/C line                                                       | Chamba |
| 10 | Providing additional 33/220 kV, 100 MVA Transformer at 132/220 kV, 100 MVA GIS sub station at Charor (ADB funded) in Distt. Kullu           | Kullu  |
| 11 | Providing additional 33/132 kV, 31.5 MVA Transformer at 33/132 kV, 31.5 MVA GIS sub station at Pandoh (ADB funded) in Distt. Mandi          | Mandi  |
| 12 | Additional 400/220 kV, 315 MVA transformer in the yard of 400/220 kV, 1x315 MVA GIS sub station at Pragatinagar (Gumma Substation addition) | Shimla |
| 13 | 33 kV GIS Switchin station at Palchan                                                                                                       | Kullu  |
| 14 | 33 kV Palchan-Prini line                                                                                                                    | Kullu  |
| 15 | 220 kV Snail-Hatkoti line                                                                                                                   | Shimla |

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**Detail of packages in respect of works to be executed by HPSEBL under KIV Scheme**

**Package A: - Executing Agency – CE (ES), HPSEBL, Hamirpur**

| Sr No | Description of the Work                                                                                                                                 |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Providing additional 10 MVA, 66/22 kV power transformer a/w spare bay at 10 MVA, 66/22 kV Nogli for evacuation of power from SHEPs in Andhra Nogli Zone |
| 2     | Augmentation of Kotla- Nogli-Samoli 66 kV line with AL59 conductor (60 Km)                                                                              |
| 3     | Augmentation of 2nd 66 22 kV, 10 MVA transformer at Samoli to 20 MVA                                                                                    |
| 4     | Construction of 66/22 kV, 2x10 MVA sub station at Hatkoti alongwith 66 kV S/C line on D/C towers (20 Kms) from Hatkoti to Samoli                        |
| 5     | Augmentation of 66 kV D/C line between Ghanvi-II to Kotla with HTLS conductor (8 Kms)                                                                   |
| 6     | Construction of 66 kV S/C line from Nathpa to Wangtoo a/w terminal bays                                                                                 |
| 7     | C/O 66/22 kV 2x25/31.5 MVA S-St at Andhra and 22kV Controlling Substation at Gumma(22kV D/C line Andhra to Gumma 6kM)                                   |
| 8     | Construction of 66/22 kV, 1x10 MVA sub station Rukti at Shaung alongwith 22 kV S/C line(4 Km) from the Yard of Rukti I to yard of Shaung Power House    |
| 9     | Construction of 66/22 kV, 1x10 MVA sub station at yard of Pooh alongwith 66 kV S/C line.                                                                |

**Total Package A**

**Package B.1: - Executing Agency – CE (Op), South, HPSEBL, Shimla.**

|   |                                                                                                                                                                      |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Augmentation of transformer from 2.5 MVA to 6.3 MVA and construction of 33 kV S/C line on D/C structures between Shillai and Sataun a/w terminal bays (20 Kms)       |
| 2 | 33 kV S/C line between Sataun & Paonta                                                                                                                               |
| 3 | 22KV S/C line on D/C structures and cross arms ( 0.15Sq. In "WOLF" cond ) between Hatkoti and Kotkhai a/w terminal bays and space for spare feeder bay               |
| 4 | 22KV D/C line ( 0.15Sq. In "DOG" cond.) between Jhakri and Rampur i.e terminal bays                                                                                  |
| 5 | 22KV S/C line on Double structures ( 0.15Sq. In "DOG" cond ) between Rampur and Nogli i.e terminal bays                                                              |
| 6 | 22KV D/C line ACSR 0.15Sq. In "WOLF" cond ) between Karcham ( existing control point) and 22/66.220 KV Karcham P.S. a/w terminal bays and space for spare feeder bay |
| 7 | Augmentation of 33 KV existing line between Dadahu and Dhaula Kuan & Dhaula Kuan and Giri with WOLF conductor                                                        |

**Total Package B.1**

**Package B.2: - Executing Agency – CE (Op), Central Zone, HPSEBL, Mandi.**

|    |                                                                                                                                                    |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 3  | 33 kV line from Prini to 220/33 kV sub station in the yard of Allain Dhuangan HEP with 33 kV XLPE cable                                            |
| 4  | LILO of 33 KV Pandoh- Bijni line at proposed 33/132 KV Pandoh Sub-Station.                                                                         |
| 5  | Strengthening of 33 KV D/C Pandoh-Bijini line with WOLF conductor.                                                                                 |
| 8  | Interlinking of 33 kV Naggar Bajora Feeder at six pole structure Jaranketo under Electrical S/Div HPSEBL Naggar                                    |
| 9  | Conversion of 33 kV Bajora Naggar feeder S/C line into D/C with AL 59 Dog 2 Conductor under ESD Naggar (32.613 Kms)                                |
| 10 | Conversion of 33 kV Double Circuit Overhead line to Underground cable from Dhunkara (Jari) to Manikaran under Electrical Sub Div. Jari (15 Kms)    |
| 11 | Reconductring &strengthening of 11 KV Barshani &manikaran feeder from 33/11 kV Substation Barshani and 33/11 kV Substation Dunkhara under ESD Jari |

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|                                                                        |                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12                                                                     | Strengthening of 33 KV S/C Padhar to Bijini line with WOLF conductor.                                                                                                                                                                                                    |
| Total Package B.2                                                      |                                                                                                                                                                                                                                                                          |
| Package B.3: - Executing Agency - CE (Op), North, HPSEBL, Dharamshala. |                                                                                                                                                                                                                                                                          |
| 1                                                                      | C/O 33 kV S/C line with WOLF conductor from 33 kV sub station Jassore a/w terminal bay at Sihunta and Jassore(30.79 Km)                                                                                                                                                  |
| 2                                                                      | Augmentation of existing 33 kV Gharola to LILO point at Karian with WOLF conductor of 33 kV line from Gharola to Chamba (48.5 Kms)                                                                                                                                       |
| 3                                                                      | LILO of 33 kV Bharmour-Gharola line at Lahal                                                                                                                                                                                                                             |
| 6                                                                      | Strengthening / Up-gradation of existing S/C 33 kV feeder No.II from Baner Power House to 132/33/11 kV Sub-Station Dehan under ESD No.II Palampur                                                                                                                        |
| 7                                                                      | LILO of one circuit of 33 KV D/C line from Shahpur to Kangra at proposed 33/132 KV CHAMBI Sub-Station and LILO 33kV S/C line from Gaj to Shahpur at 33/132kV sub-station Chambi along with reconductoring of Gaj-Shahpur Line (New line 9.5 Km. reconductoring 18.5 Km). |
| 9                                                                      | 33KV D/C line with WOLF conductor from Salooni to Koti i/c terminal bays                                                                                                                                                                                                 |
| 12                                                                     | C/o 33 kV S/C link alongwith terminal equipment from 33/11 kV s/stn Darkata (Ranital) to 33/11 kV un-manned S/Stn Lunj under ED HPSEBL, Shahpur                                                                                                                          |
| 13                                                                     | Augmentation of existing 33 kV line from Gaj Powerhouse to kangra with WOLF conductor (18.5 Kms)                                                                                                                                                                         |
| Total Package B.3                                                      |                                                                                                                                                                                                                                                                          |
| Grand Total                                                            |                                                                                                                                                                                                                                                                          |

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**Project Agreement**

dated 5.10.2015

between

**KfW, Frankfurt am Main,  
("KfW")**

and

**State of Himachal Pradesh  
acting by its Governor**

and

**Himachal Pradesh Power Transmission Corporation Ltd. (HPPTCL)  
("Project-Executing Agency")**

for

**Euro 57,000,000.00**

**Green Energy Corridors (GEC)  
Intra State Transmission System in Himachal Pradesh  
("Project")**

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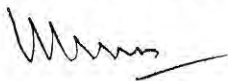
On the basis of the agreement dated December 17, 2014 between the Government of the Federal Republic of Germany and the Government of India on Financial Cooperation ("**Government Agreement**") and by the agreement dated 5.10.2015 ("**Loan Agreement**"), KfW has extended to India ("**Borrower**") a Loan not exceeding a total of Euro 57,000,000.00.

On the basis of this Loan Agreement, the State of Himachal Pradesh, represented by its Governor, the Project-Executing Agency Himachal Pradesh Power Transmission Corporation Ltd. (HPPTCL) and KfW conclude the following project agreement ("**Project Agreement**"). Except as provided otherwise herein, terms defined in the Loan Agreement shall have the same meaning in this Project Agreement.

#### Article 1

##### **Purpose of the Loan**

- 1.1 The Loan shall be channelled by the Borrower in full through the State of Himachal Pradesh to the Project-Executing Agency in accordance with the conditions set forth in Article 2. The Project-Executing Agency shall use the Loan exclusively to finance transmission infrastructure for evacuation of renewable energy capacity, especially small hydro power, for Intra State Transmission System in Himachal Pradesh under the Green Energy Corridors Project ("**Project**") and primarily to pay the foreign exchange costs. The Project-Executing Agency and KfW shall determine the details of the Project and the goods and services to be financed from the Loan by a separate agreement.
- 1.2 Taxes and other public charges to be borne by the Project-Executing Agency as well as import duties shall not be financed from the Loan.



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**Article 2**

**Channelling of the Loan to the Project-Executing Agency**

- 2.1 According to Article 1.2 of the Loan Agreement the Borrower shall channel the Loan in full in accordance with the back-to-back on lending guidelines of the Indian Ministry of Finance, Department of Economic Affairs (DEA), and at the same terms and conditions of the Loan Agreement through the State of Himachal Pradesh to the Project-Executing Agency in accordance with the Borrower's standard arrangements for developmental assistance to the States of India.

The State of Himachal Pradesh shall channel the Loan in full and at the same terms and conditions at which it receives the Loan to the Project-Executing Agency. The State of Himachal Pradesh will confirm KfW the terms and conditions under which the funds are passed on to the Project-Executing Agency and of any subsequent change in these arrangements.

- 2.2 Prior to the first disbursement from the Loan, the Borrower and the State of Himachal Pradesh shall send KfW the confirmation of the on lending terms specified in Article 2.1.
- 2.3 The channelling of the Loan shall not constitute any liability of the Project-Executing Agency to KfW for payment obligations under the Project Agreement.



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**Article 3**

**Disbursement**

- 3.1 After all conditions precedent to disbursement according to Article 10 of the Loan Agreement have been met KfW shall disburse the Loan in accordance with Article 2.1 of the Loan Agreement and the progress of the Project and upon request of the Project-Executing Agency. By a separate agreement, the Project-Executing Agency and KfW shall agree on the disbursement procedure, in particular the evidence proving that the requested loan amounts are used for the purpose stipulated in this Agreement.
- 3.2 KfW shall not be obligated to effect more than one disbursement per quarter for amounts less than EUR 2,000,000.00 except for the last disbursement.
- 3.3 KfW may refuse to make disbursements five years after signing of the Loan Agreement.

**Article 4**

**Validity of this Agreement and Representation**

- 4.1 The Secretary to the Government of Himachal Pradesh and such persons as designated by him or her to KfW and authorized by specimen signatures authenticated by him or her shall represent the State of Himachal Pradesh in the execution of this Agreement. The Chairman of the Project-Executing Agency and such persons as designated by him or her to KfW and authorized by specimen signatures authenticated by him or her shall represent the Project-Executing Agency in the execution of this Agreement. The powers of representation shall not expire until their express revocation by the representatives authorized at the time has been received by KfW.

  
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- 4.2 Amendments or addenda to this Agreement and any notices and statements delivered by the contracting parties under this Agreement shall be in writing. Any such notice or statement shall have been received once it has arrived at the following address of the corresponding contracting party or at such other address of the corresponding contracting party as notified to the other contracting party:

For KfW:

KfW  
Attn: LEb2  
Postfach 11 11 41  
60046 Frankfurt am Main  
Federal Republic of Germany  
Phone: +49 69 7431-0  
Fax: +49 69 7431-2944

For the State of  
Himachal Pradesh:

Pr. Secretary (MPP & Power) to  
The Government of Himachal Pradesh  
Armsdale Building, Shimla-171002  
Himachal Pradesh, India  
Fax: +91-177-2621897

For the Project  
Executing Agency:

Managing Director  
H.P. Power Transmission Corporation Limited  
Barowalias House, Khalini  
Shimla-171002  
Himachal Pradesh, India  
Phone: +91-177-2626283  
Fax: +91-177-2626284



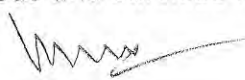
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Article 5

**The Project**

5.1 The Project-Executing Agency shall

- a) prepare, implement, operate and maintain the Project in conformity with sound financial and technical practices and substantially in accordance with the Project conception agreed upon between KfW and the Project-Executing Agency;
- b) shall design until December 2015 a staff development plan, subject to the approval by KfW, and implement it through December 2017; the Project-Executing Agency shall report on progress of implementation in the regular reports (Annex 7 of the Separate Agreement);
- c) assign the intermittent and progress control of the Project as specified in the Separate Agreement to independent, qualified engineering consultants, and the implementation of the Project to qualified firms;
- c) award the contracts for the goods and services to be financed from the Loan upon prior international competitive bidding unless stated otherwise in the Separate Agreement;
- d) maintain, or cause to be maintained, books and records unequivocally showing all costs of goods and services required for the Project and clearly identifying the goods and services financed from this Loan;

  
  
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- e) enable KfW and its representatives at any time to inspect such books and records as well as any and all other documentation relevant to the implementation and operation of the Project, and to visit the Project and all the installations related thereto;
- f) furnish to KfW any and all such information and records on the Project and its further progress as KfW may request.

5.2 The Project-Executing Agency and KfW shall set forth the details pertinent to Article 5.1 in a separate agreement.

5.3 The State of Himachal Pradesh and the Project-Executing Agency shall

- a) ensure the full financing of the Project and, upon request, furnish to KfW evidence proving that the costs not paid from the Loan granted under the Loan Agreement are covered;
- b) of their own accord and without delay forward to KfW any queries received from the OECD or its members under the so-called "Agreement for Untied ODA Credits Transparency" following the award of the contracts for the supplies and services to be financed from the Loan and will coordinate the reply to any such queries with KfW; and
- c) of their own accord promptly inform KfW of any and all circumstances precluding or seriously jeopardizing the implementation, the operation or the purpose of the Project.

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- 5.4 The State of Himachal Pradesh shall cause the Himachal Pradesh State Electricity Board Ltd. (HPSEBL) to grant personnel support to the Project-Executing Agency in the implementation of the Project and the Project-Executing Agency to delegate to HPSEBL operation and maintenance as well as selected procurement activities, under the overall supervision of the Project-Executing Agency, until the time the Project-Executing Agency has reached sufficient personnel strength. The details are set forth in the Separate Agreement.

#### Article 6

#### **Miscellaneous Provisions**

- 6.1 The State of Himachal Pradesh and the Project-Executing Agency shall ensure that the persons charged with the preparation and implementation of the Project, the award of any contract for the supplies and services to be financed, and with requesting the loan amounts do not demand, accept, make, grant, promise or obtain a promise of unlawful payments or other advantages in connection with these tasks.

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- 6.2 a) *Publication of project-related information by KfW.* To comply with internationally accepted principles of utmost transparency and efficiency in the development cooperation, KfW publishes selected information (including evaluation reports) about the Project and how it is financed during pre-contractual negotiations, while the Project-related agreement(s) is (are) being implemented and in the post-contractual stage (hereinafter referred to as the "Entire Period").

The information is published regularly on the website of KfW Development Bank (<http://transparenz.kfw-entwicklungsbank.de/en>).

The publication of information (either by KfW or third parties in accordance with Article 6.2 c) below) about the Project and how it is financed does not include any contractual documentation or any sensitive financial or business-related detailed information about the parties involved in the Project or its financing, such as

- i. information about internal financial data;
- ii. business strategies;
- iii. internal corporate guidelines and reports;
- iv. personal data of natural persons;
- v. KfW's internal rating of the parties' financial position.

- 6.2 b) *Transfer of project-related information to third parties.* KfW shares selected information about the Project and how it is financed during the Entire Period with the entities mentioned below, particularly to ensure transparency and efficiency:

- i. subsidiaries of KfW;
- ii. the Federal Republic of Germany and its competent bodies, authorities, institutions, agencies or entities;

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- iii. other implementing organisations involved in German bilateral development cooperation, particularly the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH;
- iv. international organizations involved in collecting statistical data and their members, especially the Organisation for Economic Cooperation and Development (OECD) and its members

6.2 c) *Transfer of project-related information to third parties and publication by these.* Furthermore, the Federal Republic of Germany has requested KfW to share selected information about the Project and how it is financed throughout the Entire Period with the following entities, which publish the sections relevant to the purpose:

- i. Federal Republic of Germany for the purposes of the International Aid Transparency Initiative  
([http://www.bmz.de/de/was\\_wir\\_machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html](http://www.bmz.de/de/was_wir_machen/wege/transparenz-fuer-mehr-Wirksamkeit/index.html));
- ii. Germany Trade & Invest (GTAI) for the purposes of market information  
(<http://www.gtai.de/GTAI/Navigation/DE/trade.FOO>)
- iii. OECD for the purpose of reporting financial flows in the framework of development cooperation (<http://stats.oecd.org/>);
- iv. German Institute for Development Evaluation (DEval) for the purposes of evaluating the overall German development cooperation to ensure transparency and efficiency (<http://www.deval.org/de/>).

6.2 d) *Transfer of project-related information to other third parties (including publication by these).* KfW further reserves the right to transfer (including for the purposes of publication) information about the Project and how it is financed during the Entire Period to other third parties so as to safeguard legitimate interests.

  
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The information is not transferred by KfW to other third parties if the legitimate interests of the State of Himachal Pradesh and the Project-Executing Agency in the information not being transferred outweigh KfW's interests in it being transferred. The legitimate interests of the State of Himachal Pradesh and the Project-Executing Agency particularly include the confidentiality of the sensitive information mentioned in Article 6.2 a) , which is excluded from publication.

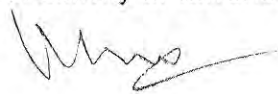
Furthermore, KfW is entitled to transfer information to third parties if this is necessary due to statutory or regulatory requirements or to assert or defend claims or other legal rights in court or administrative proceedings.

6.3 For the transport of the goods to be financed from the Loan the provisions of the Government Agreement, which are known to the Government of Himachal Pradesh, respectively to the Project-Executing Agency shall apply.

6.4 The Project-Executing Agency shall promptly make available to KfW on demand all information and documents which KfW requires to fulfil its obligations to prevent money laundering and terrorism financing as well as for the continuous monitoring of the business relationship with the Project-Executing Agency, which is necessary for this purpose.

In entering into and implementing this Project Agreement the Project-Executing Agency acts in its own name and for its own account. With regard to German law or Indian law

- aa) the Project-Executing Agency's own resources or the amounts invested in the financing of the Project will not be of illicit origins and, in particular, this list being non-exhaustive, will not be linked to drug trafficking, corruption, organised criminal activity or terrorism;



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bb) the shareholder capital of the Project-Executing Agency will not at any time be of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism;

cc) the Project-Executing Agency will not be engaged in the acquisition, possession or use of property that is of illicit origins and, in particular, this list being non-exhaustive, will not at any time be related to drug trafficking, corruption, organised crime or terrorism; and

dd) the Project-Executing Agency will not be engaged in financing terrorism.

- 6.5 If any provision of this Project Agreement is or becomes invalid, or if there is a gap in any of the provisions of this Project Agreement, this shall not affect the validity of the remaining provisions hereof. The parties to this Project Agreement shall replace any invalid provision by a legally valid one which comes as close as possible to the spirit and purpose of the invalid provision. The parties shall fill any gap in the provisions with a legally valid provision which comes as close as possible to the spirit and purpose of this Project Agreement.
- 6.6 Amendments and supplements to this Project Agreement must be in writing to be effective. Any waiver of this requirement of written form must be declared by the parties in writing.
- 6.7 The Project-Executing Agency may not assign or transfer, pledge or mortgage any claims from this Project Agreement.
- 6.8 All claims of KfW under this Project Agreement expire after five years from the end of the year in which any such claim has accrued and in which KfW has become aware of the circumstances constituting such claim or could have become aware of them without gross negligence.

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- 6.9 This Project Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Germany. The place of performance shall be Frankfurt am Main.
- 6.10 All disputes arising out of or in connection with this Project Agreement shall be settled exclusively and finally by an arbitration tribunal. In this regard, the following shall apply:
- a) The arbitration tribunal shall consist of one or three arbitrators who shall be appointed and shall act in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) applicable from time to time.
  - b) The arbitration proceedings shall be conducted in Frankfurt am Main. The proceedings shall be held in the English language.



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Done in three originals in the English language.

New Delhi,  
this 5.10.2015

New Delhi,  
this \_\_\_\_\_

KfW



STATE OF HIMACHAL PRADESH  
represented by its  
Government  
acting by its Governor



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