TEN RUPEES

STATUS

SOLUTION

SOLUTI

दश रुपया Sl. No.

283686

LEASE DEED

Æ £52

THIS LEASE AGREEMENT (herein after referred to as the "Lease Deed") is made on this the Adday of ARDL 2015, at Gangtok, Sikkim

BETWEEN

the Governor of Sikkim, through Principal Chief Engineer-cum-Secretary, Energy and Power Department, Government of Sikkim having its registered head office at Gangtok, Sikkim, hereinafter referred to as the "LESSOR", (which expression shall, unless excluded by or repugnant to the context mean and include its successor, administrators and assigns) of the FIRST PART

AND

The Shiga Energy Private Limited, a private limited company incorporated under the Indian Companies Act, 1956, having its registered office at 207 Chiranjeev Tower,43 Nehru Place,New Delhi -110019 (India) represented by Shri P.B Kumar, Director herein after referred to as the "LESSEE", (which expression shall, unless excluded by or repugnant to the context, mean and include its successors, subsidiaries, associates, administrators, transferee and assigns) of the SECOND PART.

WHEREAS, pursuant to an Agreement dated 03/SEP/2008, between the Government of Sikkim and the LESSEE, the Government of Sikkim through LESSOR have agreed to provide land for implementation of 97 MW Tashiding Hydro Electric Project, hereinafter referred to as the "Project", as mentioned in the said agreement;

(The Lessor and Lessee may hereinafter be referred to as such or individually as 'Party' or collectively as 'Parties', as the case may be.)

AND WHEREAS, with reference to the aforesaid Agreement dated 03 /SEP/ 2008, the Government of Sikkim through LESSOR is competent and authorize to execute this Lease Deed and has agreed to handover the premises as stipulated in the Schedule attached hereto to the Lessee by this Lease Deed for the period as mentioned hereunder and the Lessee has agreed to accept the same on the terms and conditions as agreed hereunder:

CONTRACTION OF STREET

N. T. Bhutia
PCE-cum Secretary
Energy & Power Department
Government of Sikkim
Gangtok

s Power Department emment of Sikkim Gangtok FOR SHIGH ENERGY BYT LTD.



AND Whereas, Parties agreed that this Lease Deed shall remain in force for a period of 35(thirty five) years from the Commercial Operation Date (COD) of the Project unless terminated earlier in accordance with the provisions of the implementation of agreement dated 03/SEP/2008;

AND Whereas the LESSOR and the LESSEE have represented that they are competent to sign and execute this lease and further the LESSOR is empowered and duly authorized to transfer by lease all of the demised property to LESSEE under this lease Deed.

NOW IN THE PREMISES HEREIN BEFORE THIS INDENTURE witness that in consideration of payment of the sum of Rs. 10,000.00/-(Rupees Ten Thousand) only as Annual Lease amount, the LESSOR hereby grants, conveys, transfer, by way of lease of the demised property more fully described in the enclosed Schedule under the terms and conditions mentioned hereunder.

- 1. That the LESSOR do, hereby assures and covenants that the said land is free from all encumbrances, charges, liens, lispendens and LESSOR has not done any such act, deed or things which may prejudice the right or interest of LESSEE in the said land and there is no litigation or any other proceedings pending relating to the said land and the LESSOR has in itself a good right, full power and absolute authority to demise unto the LESSEE the said land in the manner stated herein. That hereafter the LESSOR further declares not to do any act, deeds or things, which in any effects prejudice or dilute the right and interest of the LESSEE in the said land and /or the construction/constructions to be made thereon.
- That the LESSOR do, hereby assures and covenants that excepting the LESSOR nobody else has any right, title or interest in respect of the said land.
- 3. That the LESSOR do, hereby assures and covenants that that upon the signing of this agreement, the LESSEE paying the Annual Amount shall quietly hold, possess and enjoy the said land during the term hereby created without any eviction, interruption, disturbances, claim and demand whatsoever by the LESSOR or any person or persons lawfully or equitably claiming by it, under or in trust for it.
- That the LESSSEE shall use the land for specific purpose for which it is leased out and the LESSEE doesnot violate the agreed terms and conditions.
- 5. That the LESSOR and LESSEE hereby agrees that the lease agreement shall remain in force for a period of 35(thirty five) years from the Commercial Operation Date (COD) of the project. In the event the Implementation Agreement is not extended in terms of clause 2.2.2 of the Implementation Agreement the said land along with the permanent works as defined in clause 1.2.37 of the Implementation Agreement shall stand transferred to the Lessor, in terms of Clause 2.2.3 of the Implementation Agreement.

The relevant provisions of the Implementation agreement are reproduced herewith:-

"Clause: - 2.2.2. This agreement may be extended further at the sole discretion of the Government of Sikkim on mutually agreed terms.

Clause 1.2.37 "Permanent works" means the permanent work forming part of the project that are required to be constructed /installed and maintained as such for the implementation of the project for at least the Agreement period and shall also include housing facilities for staff to be engaged for operation and maintenance of the project.

Clause 2.2.3. In the event this Agreement is not extended in terms of clause 2.2.2, the permanent works as defined in clause 1.2.37, along with the land on which the permanent works are created, irrespective of the land ownership, shall stand transferred to the Government of Sikkim at the end of Agreement period.

De-cum Secretary

De Power Department

Devernment of Sikkim

Gangtok

FOR SHIGH ENERGY LET. LT.

- The lessee may use the land for its requirement and shall return the land to the LESSOR free from any encumbrances on expiry of the lease period.
- 7. That the LESSEE shall pay to the LESSOR the Annual Lease Amount in the month of April every year.



That the LESSOR and the LESSEE agrees that all changes in the possession of the whole or part of the land whether by transfer or succession, etc shall be informed by the LESSEE to the concerned Sub – Registrar of Sikkim State as well as to the LESSOR. That the LESSOR and LESSEE hereby agree that the LESSEE shall not sublet the land to any third party without the prior express consent in writing by the LESSOR.

- 9. That the LESSOR and LESSEE agree that if any yearly lease amount is not paid on time it will carry a monthly cumulative interest @ 1.5 % (One & half percent) of the said lease amount.
- 10. That the LESSOR hereby agrees and undertakes that it shall not lease, mortgage, sell, dispose of or otherwise alienate the said land or any part of the said land in any manner whatsoever during the lease period.
- 11. That the LESSOR and LESSEE agree that upon signing of this lease deed, the LESSOR shall hand over the peaceful vacant physical possession of the said land to the LESSEE.
- 12. That at the end of the lease period the LESSEE do, hereby assures and convent that the said land and other structures built thereafter thereon is free from all encumbrances, charges ,liens, lispendens and lessee has not done any act, deed or things prejudice the right or interest of LESSOR in the said land. That at the end of the lease period, the land and other structure built thereafter, irrespective of the land ownership shall stand transferred to the Government of Sikkim free of cost and charges.
- 13. That at the end of the lease period the land and other properties will be in good and working condition.
- 14. That the LESSOR and LESSEE agree that all notices required to be served in writing by either of the parties here to upon the other shall be demand to have been duly and effectually served if delivered by hand or sent by pre-paid registered A/D post at the following address:

In case of LESSOR

The PCE cum Secretary, Energy and Power Department, Gangtok East Sikkim 737101

In case of LESSEE: (Registered Office)

The Director
Shiga Energy Private Limited,
207,Chiranjeev Tower,
43,Nehru Place,New Delhi-110019(India).

- 15. Either Party may change in the address and/or address to which such communications/ notices are to be delivered or made by duty notifying the other parties.
- 16. This lease deed shall come into force on the date and year first above written and shall continue in force for a period of 35 (thirty five) years from the date of commercial operation date of the project or can be extended beyond 35(thirty five) years subject to mutual consent of the parties. In the event of this agreement is not extended, The permanent works along with the land on which the permanent works are created shall stand transferred to the Government peacefully of the end of this agreement period.

Energy & Power Department Government of Sikkim Gangtok

.B. PRAVEEN KUMAR)

- 17. This lease Deed shall not be amended unless the same is in writing and signed by the respective duly authorised representatives of the parties.
- Any dispute arising out of the present lease deed which is basically tenancy/rent agreement, will be governed by Notification No.6326-600/H.&W.B dated 14th April 1949.

ARBRITATION



- 1) All matters, questions, disputes or differences whatsoever arising between the parties in respect of construction, meaning operation or effect of the contact or relating to the contact or relating to breach thereof shall be settled by way of arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statuary modification or variation thereof, by reference to a sole arbitrator. The Sole arbitrator will be appointed after due consultation and agreement between the lessor & lessee. In case the Lessor & lessee fail to arrive at an agreement as to the appointment of the arbitrator, the arbitrator shall be appointed by the Court of Sikkim from the panel of names to be submitted by the Indian Council of Arbitration.
- 2) The cost of arbitration proceeding would equally be shared by both the parties unless decided otherwise by the arbitration pursuant to award Arbitration. The award of the arbitral tribunal shall be final and binding on the parties.
- 3) Notwithstanding existence of any dispute, whether referred to arbitration or not, the parties hereto shall continue to enjoy their respective right and title created under this Lease Deed throughout the terms of this lease deed. The arbitration proceeding shall be held in accordance with the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language and the venue of the arbitration shall be Sikkim and the Courts of Sikkim shall have exclusive jurisdiction in respect of any dispute arising under this lease deed.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE SIGNED, SEALED AND DELIVRED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf, of the Governor of Sikkim.

Energy & Power Department

Energy and Power Department, Gangtok

East Sikkim 737101

Authorised Signature For

Shiga Energy Private Limited,

207, Chiranjeev Tower,

43, Nehru Place, New Delhi-110019 (India).

Witness No-1:

Witness No-2:

NO-2:

The 24/9/15

& Power Department of Sikkim Gangtok

- Revenue stamp worth Rs.3500.00 (Rs. Three Thousand, Five Hundred Only) affixed in the orginal deed and registration fees Rs.31500.00 (Rs. Thirty One Thousand, Five Hundred Only) only credited under SBS vide Challan No.531
- Presented for registration before me on 30 September 2015 at the Office of the Registrar, GYALSHING WEST by

Bhagirath Sharma Superintending Enginee Energy & Power Deptt. Gayzing

FOR SHIGH ENERGY FULLTD. DIRECTOR

Sub-Registrar

GYALSHING : SIKKIM

3. Exection is admitted by 1,THE SHIGA ENERGY PRIVATE LIMITED SIGNATURE OF THE EXECUTANT

AMBER BAHADUR SUBBA Signature Of Identifier

4. Registered in the Office of Registrar WEST District at GYALSHING .

Book No. IV

Volume No. 1

Serial No. 14

Registered on 7 day of October 2015.

Round Seal Of Registrar

Sub-Registrar

who is identified by

SHIVA HUMA

Signature of Witness

SUB-REGISTRAR WEST DISTRICT, GYALSHING

SUB-REGISTRAR

WEST DISTRICT, GYALSHING

Government Of Sikkim OFFICE OF THE REGISTRAR / DISTRICT COLLECTOR (WEST)

Application No.1489

IDENTIFICATION SHEET



1,THE SHIGA ENERGY PRIVATE LIMITED

LESSEES

P.B. PRAVEEN (MAR)

LEASERS



PCE CUM SECRETERY ENERGY AND POWE GOVT OF SIKKIM

Bhagirath Sharma Superintending Enginee • Energy & Power Deptt. Gayzing

NAME:

WITHESS

SHIVA KUMAR SUBBA

ADDRESS: TIKJUK GYALSHING WEST SIKKIM

IDENTIFIER

NAME:

ADDRESS:

AMBER BAHADUR SUBBA

GYALSHING WEST SIKKIM



SCHEDULE REFERED TO AND FORMING PART OF LEASE DEED DATE: 13TH APRIL 2015

CU 210	DATE; 1	31" APRIL 2015	
SL,NO	PLOT NOS	AREA IN HA	BLOCK
PRIVATE LAN	D		
1.	1067(P)	0.6320	Labing
2.	1066(P)	0.0900	Labing
3.	1068(P)	0.0090	
4.	1437(P)	0.0400	Labing
5.	1436(P)		Labing
6.		0.0120	Labing
7.	1443(P)	0.0320	Labing
8.	1447(P)	0.1320	Labing
	1440(P)	0.1500	Labing
9.	1441(P)	0.5070	Labing
10.	1442(P)	0.0530	Labing
11.	983(P)	0.0100	Labing
12.	1455(P)	0.0600	Labing
13.	1491(P)	0.1000	Labing
14.	1492(P)	0.0730	Labing
15.	1493(P)	0.0420	Labing
46.	1494(P)	0.0910	Labing
17.	1461(P)	0.0640	Labing
18.	1460(P)	0.1200	Labing
19.	1465(P)	0.0300	Labing
20.	1459(P)	0.0520	Labing
21.	1464(P)	0.0300	Labing
22.	1457(P)	0.0400	Labing
23.	1458(P)	0.0620	Labing
24.	1456(P)	0.0110	Labing
25.	1454(P)	0.0400	Labing
26.	1511(P)	0.0640	Labing
27.	1512(P)	0.1140	Labing
28.	1513(P)	0.0500	Labing
29.	1514(P)	0.1520	Labing
30.	1515	0.2660	Labing
31.	1503	0.0220	Labing
32.	1502	0.3280	Labing
33.	1501(P)	0.3020	Labing
34.	1499(P)	0.2200	Labing
35.	1519(P)	0.0120	Labing
36.	1520(P)	0.0100	Labing
37.	1518	0.0120	Labing
38.	1496(P)	0.6570	Labing
39.	1516	0.0620	Labing
40.	1504	0.1280	Labing

Total= 4.8810

PCE-cum-Secretary

FOR SHIGA ENERGY PV LTD.

(P.B. PRAVEEN KUMAR)

DIRECTOR

Annu

Sl.No	PLOT NOS.	AREA IN HA	BLOCK
1.	18	0.0380	Chumbung
2.	33(P)	0.2680	Chumbung
3.	- 20	0.0580	Chumbung
4.	21	0.0640	Chumbung
5.	31	0.0320	Chumbung
6.	30(P)	0.0320	Chumbung
7.	29(P)	0.1400	Chumbung
8.	27		
9.	26	0.1080	Chumbung
10.	23	0.0300	Chumbung
11.	24	0.0080	Chumbung
12.	25	0.1010	Chumbung
13.		0.0540	Chumbung
	17(1)	0.0420	Chumbung
14.	16(P)	0.0330	Chumbung
15.	6(P)	0.2160	Chumbung
16.	7	0.0300	Chumbung
17.	10	0.0660	Chumbung
18.	11	0.0630	Chumbung
19.	4(P)	0.1250	Chumbung
20.	3 2	0.1280	Chumbung
21.	2	0.0340	Chumbung
22.	8	0.0260	Chumbung
23.	9	0.0700	Chumbung
24.	568	0.1120	Chumbung
25.	- 582(P)	0.0320	Chumbung
26.	570(P)	0.3440	Chumbung
27.	584	0.1140	Chumbung
28.	583	0.2540	Chumbung
29.	572	0.1700	Chumbung
30.	571	0.1200	Chumbung
31.	565	0.1500	Chumbung
32.	563(P)	0.0720	Chumbung
33.	574(P)	0.0400	Chumbung
34.	559(P)	0.0040	Chumbung

Total= 3.2330



PCE-cum-Secretary
Energy & Power Department
Government of Sikkim
Gangtok

FOR SHIGA ENERGY PVT. LTD.

(P.B. PRAVEEN KHMAR)

DIRECTOR

Sl.No	PLOT NOS.	ADEA INTEA	DI OOK
1.	1038(P)	AREA IN HA	BLOCK
2.	1047	0.0320	Gerathang
3.	1053	0.3200	Gerathang
4.		0.2160	Gerathang
5.	1054	0.1740	Gerathang
6.	1057	0.0840	Gerathang
7	1040(P)	0.2800	Gerathang
8.	1041	0.0640	Gerathang
	1042	0.2680	Gerathang
9.	1048	0.0720	Gerathang
10.	1043	0.0440	Gerathang
11.	1051	0.0840	Gerathang
12.	1050	0.1620	Gerathang
13.	1046	0.3600	Gerathang
14.	674(P)	0.7960	Omlok
15.	675(P)	0.0920	Omlok
16.	720(P)	0.0530	Omlok
17.	719(P)	0.1400	Omlok
18.	707	0.5660	Omlok
19.	709	0.1640	Omlok
20	- 710	0.0800	Omlok
21.	704(P)	0.0520	Omlok
22.	706	0.0360	Omlok
23.	708(P)	0.3140	Omlok
24.	711	0.2440	Omlok
25.	705	0.0600	Omlok
26.	702(P)	3.7960	Omlok

Total= 8.5530

GRAND TOTAL PAGE (1+2+3) =16.6670 HA.

BUSTAIC STATE OF STAT

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PCE-cum-Secretary
Energy & Power Defartment
Government of Sikkim
Gangtok

For SHIGA ENERGY PV LATO.

DATE OF LEASE DEED

SL.NO	DATE; 13	3 TH APRIL 2015	
1.	PLOT NOS.	AREA IN HA	BLOCK
2.	655(P)	0.0340	OMLOK
3.	631(P)	0.0640	OMLOK
The second secon	658(P)	0.2720	OMLOK
4.	668(P)	0.3620	OMLOK
5.	673(P)	0.1030	OMLOK
6.	674(P)	0.0620	OMLOK
7.	629(P)	0.0420	OMLOK
8.	656(P)	0.0210	OMLOK
9.	669(P)	0.0500	OMLOK
10.	549(P)	0.0310	OMLOK
11.	538(P)	0.3630	OMLOK
12.	548(P)	0.2220	OMLOK
13.	442(P)	0.1000	OMLOK
14.	443(P)	0.0730	OMLOK
15.	441(P)	0.0090	OMLOK
16.	445(P)	0.0900	OMLOK
17.	439(P)	0.1620	OMLOK
18.	49(P)	0.1010	OMLOK
19.	47/1326(P)	0.0820	OMLOK
20.	47(P)	0.1020	OMLOK
21.	46(P)	0.1620	OMLOK
22.	44(P)	0.0900	OMLOK
23.	41(P)	0.5740	OMLOK
24.	9(P)	0.0610	OMLOK.
25.	9/A(P)	0.0530	OMLOK
26.	11(P)	0.0620	OMLOK
27.	13(P)	0.0330	OMLOK
28.	12(P)	0.0110	OMLOK
29.	4(P)	0.0400	OMLOK
30.	5(P)	0.0800	OMLOK
31.	10(P)	0.0940	OMLOK
32.	8(P)	0.0110	OMLOK
33.	643(P)	0.0420	OMLOK .
34.	644/1097(P)	0.0740	OMLOK
35.	644/1090(P)	0.0440	OMLOK
36.	647/1089(P)	0.0540	OMLOK .
37.	644(P)	0.0500	OMLOK
38.	647(P)	0.1610	OMLOK
39.	483/A(P)	0.1300	OMLOK
40	437(P)	0.0900	OMLOK

0.0900 Total= 4.2610

PCE cum Secretary
Energy & Power Descriment
Government of Sikkim
Gangtok

FOR SHIGA ENERGY PUT LTE

SL.NO.	BLOTA		
1.	PLOT NOS.	AREA IN HA	BLOCK
2.	70(P)	0.1010	Bhaluthang
3.	72(P)	0.0410	Bhaluthang
4.	74(P)	0.0200	Bhaluthang
5.	62(P)	0.0130	Bhaluthang
6.	61(P)	0.0940	Bhaluthang
	60(P)	0.0520	Bhaluthang
7.	53(P)	0.2710	Bhaluthang
8.	45(P)	0.1730	Bhaluthang
9.	24(P)	0.0120	Bhaluthang
10.	29(P)	0.1030	Bhaluthang
11.	22(P)	0.1120	Bhaluthang
12.	20(P)	0.1300	Bhaluthang
13.	21(P)	0.0700	Bhaluthang
14.	25(P)	0.0700	Bhaluthang
15.	51(P)	0.0340	Bhaluthang
16.	52(P)	0,1500	Bhaluthang
17.	9(P)	0.1130	Bhaluthang
48.	14(P)	0.0700	Bhaluthang
19.	15(P)	0.0500	Bhaluthang
20.	6(P)	0.0420	Bhaluthang
21.	7(P)	0.1220	Bhaluthang
22.	137(P)	0.1100	Bhaluthang
23.	135(P)	0.0500	Bhaluthang
24.	136(P)	0.0620	Bhaluthang
25.	3(P)	0.0300	Bhaluthang
26.	13(P)	0.0900	Bhaluthang
27.	11(P)	0.1040	Bhaluthang
28.	55(P)	0.0120	Bhaluthang
29.	12(P)	0.1300	Bhaluthang
30.	17(P)	0.1100	Bhaluthang
31.	54/1350(P)	0.0910	Bhaluthang
32.	43(P)	0.0410	Bhaluthang
33.	27(P)	0.0730	Bhaluthang
34.	32(P)	0.0220	Bhaluthang
35.	71(P)	0.0700	Bhaluthang

Total =2.8380

POE-cum-Secretary
Energy & Power Department
Sovernment of Sikkim
Gangtok

For SHIGA E (P.B. PRAVEEN KOMAR) DIRECTOR

WEST DISTRICT, GYALSHING

SL.NO.	PLOT NOS.	2.	
1.	The second secon	AREA IN HA	BLOCK
2.	592	0.0940	Chumbung
3.	586	0.0900	Chumbung
4.	588	0.0340	Chumbung
5.	589	0.0900	Chumbung
6.	587	0.2020	Chumbung
7.	593	0.3420	Chumbung
8.	585	0.0780	Chumbung
9.	590	0.4840	Chumbung
10.	582	0.2600	Chumbung
11.	570	0.0620	Chumbung
12.	567	0.3480	Chumbung
	562	0.6640	Chumbung
13.	591	0.1320	Chumbung
14.	564	0.1860	Chumbung
15.	562/A	0.1860	Chumbung
16.	1491	0.4660	Labing
17.	1492	0.2310	Labing
18.	1501 -	0.1140	Labing
19.	1499	0.1540	Labing
20.	1519	0.0860	Labing
	1520	0.0620	Labing
22.	1496	0.0510	Labing
23.	1521	0.0100	Labing
24.	983 1047	0.0800	Labing
23.	1047	0.2400	Gerathang

Total= 4.7460 GRAND TOTAL (1+2+3) =11.8450 HA



PCE-cum-Secretary
Energy & Power Defarment
Government of Sikkim
Gangtok

P.B. PRAVEEN KUMAR)
DIRECTOR

3.