

Ref.No. TSR/shiga/03/2017Date 26.12.2017**Strictly Private & Confidential**

To  
Dhir & Dhir Associates,  
Advocates and Solicitors,  
D-55, Defence Colony,  
New Delhi- 110024

Subject: - **Title Search Report pertaining to land in respect of  
97MW Tashiding H.E.P in West District, Sikkim.**

This has reference to 97 MW Tashiding Hydro Electric Project in the state of Sikkim by Shiga Energy Private Limited. I have been requested to furnish title search report vide email dated 27.11.2017, letter dated 30.11.2017 and subsequent discussion on the subject cited above on the Lands detailed in **schedule A** and **Schedule B** of this report.

**Searches in Various Offices**

Accordingly, I have verified the title to the Lands as detailed in Schedule A and Schedule B ('collectively referred to as "Lands" and individually as "Land") of this report. This report is based on the records traced and verified by me in the Office of the District Collector, Land Revenue and Disaster Management Department, Government of Sikkim, Geyzing, West Sikkim.

Bhusan Nepal  
Advocate  
High Court of Sikkim  
F-328/05  
Ph: 97333 04034

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## I. Land - Schedule - A

During the course of searches in the above mentioned offices in respect of the Land the description of which is enumerated in Schedule A and on procurement and perusal of Gazette of the Land Revenue & Disaster Management Department, Government of Sikkim dated 26.07.2010 bearing No. 144/1138/LR&DMD(S) being issued by the Government of Sikkim and Other relevant documents, I understand as follows:

- (i) The Government of Sikkim published notice under Section 4 (1) of the Land Acquisition Act, 1894 (Act - I of 1894) (hereinafter referred to as the "Act") in Government Gazette, Sikkim Herald as well as in the local newspapers for the Project that pieces of land comprising the revenue blocks namely **Thingling, Gerethang, Labing, Chumbung** and **Omlok** under west District of Sikkim. However, the Government of Sikkim issued notification dated 26.04.2011 bearing No. 4/1138/LR&DMD(S) with regard to De-acquisition/cancellation of plots of land under revenue block Thingling, Under Section 48(1) of L.A.Act, 1894 (ACT- I of 1894). The Notification dated 26.07.2010 and 26.04.2011 are attached herewith as **Annexure 1 & 2**.

The detail of plots under **Gerethang Block**:- Plot Nos. 1038(p), 1047, 1053, 1054, 1057, 1040(p), 1041, 1042, 1048, 1043, 1051, 1050 and 1046 **admeasuring 2.1600 hectares**.



The detail of plots under **Labing Block**:- Plot Nos.

983(p),1066(p),1067(p),1068(p),1436(p),1437(p),1443(p),1442(p),1441(p),1440(p),1496(p),1499(p),1501(p),1502,1503,1504,1516,1515,1513(p),1512(p),1511(p),1514(p),1519(p),1520(p),1518,1447(p),1455(p),1454(p),1456(p),1457(p),1458(p),1465(p),1459(p),1464(p),1460(p),1461(p),1494(p),1493(p),1492(p) and 1491(p) **admeasuring 4.8810 hectares.**

The detail of plots under **Chumbung Block**:- Plot Nos.

568,582(p),570(p),584,583,572,571,563(p),574(p),559(p),18,33(p),20,21,31,30(p),29(p),27,26,23,24,25,17(p),16(p),06(p),07,10,11,04(p),03,02,08,09 and 565 **admeasuring 3.2330 hectares.**

The detail of plots under **Omluk Block**:- Plot Nos.

674(p),675(p),720(p),719(p),707,709,710,704(p),706,708(p),705,702(p) and 711(p) **admeasuring 6.3930 hectares**, are likely to be needed for public purpose at public expenses for construction of 97 MW Tashiding Hydro Electric Project.

Subsequently, on 27<sup>th</sup> May, 2011 the Land Revenue & Disaster Management Department, Government of Sikkim has made a declaration under Section 6 of the Act bearing No.18/1138/LR&DMD(S), by issuing and publishing a public notification in the Gazette, notifying that the Governor is satisfied that the Land is needed for a public purpose not being a purpose of Union, namely for construction of 97 MW Tashiding Hydro Electric Project in **Gerethang, Labing, Chumbung** and **Omluk** block under west district, Geyzing by SPDC (now Energy & Power Department, as per



notification issued by Land Revenue & Disaster Management Department vide no. 27/1138/LR&DMD(S), dated 16.06.2011) to establish the Project. The Gazette Notification/Declaration dated 27.05.2011 made under Section 6 of the Act is attached herewith as **Annexure - 3.**

## II. Land - Schedule - B

Further, Government of Sikkim published notice under Section 4 (1) of the Land Acquisition Act, 1894 (Act - I of 1894) bearing No. 225/1138/LR&DMD(S), dated 24.03.2011 in Government Gazette, Sikkim Herald as well as in the local newspapers for the additional land needed for construction of 97 MW Tashiding Hydro Electric Project, that pieces of land comprising the revenue blocks namely **Baluthang, Omlok, Chumbung, Labing** and **Gerethang** under west District of Sikkim. The notification dated 24.03.2011 is attached herewith as **Annexure - 4.**

The detail of plots under **Baluthang Block:-** Plot Nos.

70(p), 72(p), 74(p), 62(p), 61(p), 60(p), 53(p), 45(p), 24(p), 29(p), 22(p), 20(p), 21(p), 25(p), 51(p), 52(p), 9(p), 14(p), 15(p), 06(p), 07(p), 137(p), 135(p), 136(p), 03(p), 13(p), 11(p), 55(p), 12(p), 17(p), 54/13 50(p), 43(p), 27(p), 32(p) and 71(p) **admeasuring 2.8380 hectares.**

The detail of plots under **Omlok Block:-** Plot Nos.

4(p), 5(p), 13(p), 12(p), 11(p), 10(p), 08(p), 09(p), 09/A(p), 41(p), 44(p), 46(p), 47(p), 47/1326(p), 49(p), 437(p), 439(p), 445(p), 443(p), 441(p), 442(p), 483/A(p), 655(p), 631(p), 658(p), 668(p), 673(p),



674(p),629(p),656(p),669(p),549(p),538(p),548(p),643(p),644/1  
097(p),644/1090(p),647/1089(p),644(p) and 647(p)  
**admeasuring 4.2610 hectares.**

The detail of plots under **Chumbung Block:-** Plot Nos.  
564,567,562/A,562,586,585,588,589,587,590,591,592,593,5  
70 and 582 **admeasuring 3.2520 hectares.**

The detail of plots under **Labing Block:-** Plot Nos.  
1519,1520,1521,1501,1492,1491,1496,1499and983  
**admeasuring 1.2540 hectares.**

The detail of plots under **Gerethang Block:-** Plot Nos.  
1047, **admeasuring 0.2400 hectares.**

That on 09.06.2011 the Land Revenue & Disaster Management Department, Government of Sikkim has made a declaration under Section 6 of the Act bearing No.23/1138/LR&DMD(S), by issuing and publishing a public notification in the Gazette, notifying that the Governor is satisfied that the Land is needed for a public purpose not being a purpose of Union, namely for construction of 97 MW Tashiding Hydro Electric Project in **Baluthang, Omlok, Chumbung, Labing and Gerethang** block under West District, Geyzing by SPDC (now Energy & Power Department, as per notification issued by Land Revenue & Disaster Management Department vide no. 27/1138/LR&DMD(S), dated 16.06.2011) to establish the Project. The Declaration made under Section 6 of the Act and Corrigendum notice is attached herewith as **Annexure 5 & 6.**



It is revealed that the Land Revenue & Disaster Management Department, Government of Sikkim made a declaration for the acquisition as required under section 7, 8, 9 and 11 of the Land Acquisition Act, 1894. It is also revealed that entire compensation amount of **Rs. 14,54,30,361/-** (Rupees fourteen crores fifty four lakhs thirty thousand three hundred sixty one) only has been paid to the land owners through the office of District Collector, West Sikkim for construction of 97 MW Tashiding Hydro Electric Project by the Shiga Energy Private Limited in the block of Baluthang, Omlok, Chumbung, Labing and Gerethang, West Sikkim. In this regard a Certificate has been issued by Office of District Collector, West Sikkim dated 13.12.2017 stating that there are no dues of any kind outstanding against the department in respect of land acquired for the project. A no dues certificate issued by Office of District Collector, West Sikkim dated 13.12.2017 is attached herewith as **Annexure 7**.

The record also revealed that 4.3492 hectares of forest land was diverted after obtaining necessary permission/clearances from the Ministry of Environment & Forests, Government of India for the purpose of construction of 97MW Tashiding, Hydro Electric Project by the Company in the West District of Sikkim. The permission was granted by Ministry of Environment & Forests, Government of India on 16.09.2011. The same was communicated to the Company by the Office of Chief Conservator of Forest, Government of Sikkim vide letter No. 1368/FCA/FEWMD dated 24.09.2011. The entire process of conversion of forest land has been completed. The copies of Forest Clearances are attached herewith as **Annexure 8** and **9** respectively.



The mutation of above-mentioned lands in the name of Energy and Power Department, Government of Sikkim has been completed and records of right (Parcha Khatiyani) are issued in the name of Energy and Power Department, Government of Sikkim. The copies of Parcha Khatiyani are attached herewith as **Annexure 10**(colly).

It also transpired that an Agreement dated 03.09.2008 between the Government of Sikkim and the Shiga Energy Pvt. Ltd, the Government of Sikkim through Principal Chief Engineer cum Secretary, Energy and Power Department, Government of Sikkim has been registered on 06.09.2008 in the office of Sub-Registrar at Gangtok in Book No. IV, Serial No. I, Page no.434. In view of said agreement, the Governor of Sikkim through the Principal Chief Engineer -Cum- Secretary, Energy and Power Department, Government of Sikkim entered into an Lease agreement with Shiga Energy Pvt. Ltd. on 24.09.2015 vide which Energy & power Department has leased out Land admeasuring in total 28.512 hectares as detailed in Schedule A&B to the Company (Shiga Energy Pvt. Ltd.) for a period of 35 years. The said lease Agreement has been duly registered in the office of Sub- Registrar vide Application serial no. 1489, Book no. IV, Volume no.1, Serial no.14 on 07.10.2015. The Copies of Agreement dated 03.09.2008 and Lease Deed dated 24.09.2015 between Government of Sikkim and Shiga Energy Pvt. Ltd are attached herewith as **Annexure - 11&12** respectively.

The necessary permission/clearances from the Ministry of Environment & Forests, Government of India have been obtained by



the Company for the purposes of construction of the Project vide Annexure 8 and 9. Further, the Company has obtained the permission from State Pollution Control Board, Department of Forests Environment & Wildlife Management, Government of Sikkim to establish the project under Air (Prevention & Control of Pollution) Act, 1981 and Water (Prevention & Control of Pollution) Act, 1974. The Company has also obtained permission from the State Pollution Control Board to operate DG sets at the project site. The aforesaid permission has been regularly renewed from time to time by the Company and as on date of this report the said permission is valid with the approval of competent authority. The copies of permission granted by the concerned authority dated 06.07.2017 are annexed herewith as **Annexure-13** respectively for your reference and record.

Subsequent to issuance of NOC dated 02.11.2015 by Energy & Power Department, Government of Sikkim, an Indenture of Mortgage dated 06.11.2015 was executed among Shiga Energy Private Limited & Power Finance Corporation Limited which was registered by the Registrar, West District, Gyalshing vide Book no. II, Volume no. 4, Serial no. 106 dated 01.12.2015 and subsequently registration of charges were filed with Registrar of Companies, New Delhi ("ROC") on 04.12.2015 & charge registration certificate dated 04.12.2015 was issued by the ROC.

The registration certificate dated 04.12.2015 is annexed herewith as **Annexure-14**.

I have also verified in the competent civil court at Gyalshing, west Sikkim in respect of the said lands and found that no legal proceeding is pending in the civil court as well as in revenue court



affecting the said lands acquired by Energy and power Department, Government of Sikkim for the construction of 97MW Tashiding HEP by Shiga Energy Pvt. Ltd.

It is to mention here that the state Government vide Notification no. 2/LR&DMD, dated 16.11.2007 has notified the schedule of fee for registration of mortgage Deed in two categories i.e. (a). Personal & Housing loan and (b). Commercial purpose. For commercial purpose, the amount of fee payable as per above said notification is Rs 10,000/- for any amount exceeding Rs. 10.00 Lakhs in the state of Sikkim. The copy of notification dated 16.11.2007 is annexed herewith as **Annexure- 15**.


**Conclusion:**

I have verified all the records available in the office of District Collector, West District of Sikkim pertaining to the lands mentioned in the Schedule A & B. I have also verified the Original Agreement and Lease Deed executed between Government of Sikkim and Company pertaining to the 'Lands' in the office of District Collector, East District at Gangtok and the same are legally binding, enforceable and duly executed. In view of the above mentioned facts and circumstances, the Company has acquired a valid, clear and marketable title over the 'Lands' and can create legally enforceable charge over the lands in favour of the Lenders by way of mortgage.

Yours faithfully,

Place: Gangtok, Sikkim

Date: 26.12.2017

  
(Bhushan Nepal)  
High Court of Sikkim  
F-328/85  
Ph: 97333 04034



# SIKKIM

## GOVERNMENT GAZETTE

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Monday 26th July, 2010

No. 366

GOVERNMENT OF SIKKIM  
LAND REVENUE & DISASTER MANAGEMENT DEPARTMENT

No:144/1138/LR&amp;DMD(S)

Dated: 26/07/2010

### NOTICE UNDER SECTION 4(1) OF LAND ACQUISITION ACT, 1894 (ACT I OF 1894)

Whereas it appears to the Governor that land is likely to be needed for a public purpose, not being a purpose of the Union, namely for the Construction of 97 MW Tashiding H.E. Project by S.P.D.C. in the blocks of Thingling II, Gerethang, Labing, Chumbung & Omlok of West District, it is notified that several pieces of land comprising cadastral Plot nos. and area more or less 21.1480 hectares shown in the schedule of properties below.

#### Schedule of Properties.

##### I. Block of Thingling

Plot No:241/P, 245/P, 246/P, 248 /P &amp; 247/P.

Area:0.2330, 0.3100, 0.2900, 0.1500 &amp; 0.0800 Total Area 1.0630 hect.

#### BOUNDARY :-

EAST	:	D.F of Seller's Own
WEST	:	Khasmai
NORTH	:	D.F of Seller's own
SOUTH	:	Khola

II. Plot No: 596/P  
Areas: 0.0700

#### BOUNDARY:-

EAST	:	D.F of Seller's own
WEST	:	Khasmai
NORTH	:	D.F of Seller's own
SOUTH	:	D.F of Seller's own

III. Plot No:219/P & 220/P

Area:0.0800 &amp; 0.0500 Total area .1300 hect.



**BOUNDARY:-**

**EAST** : D.F of Seller's own  
**WEST** : Khasmal  
**NORTH** : D.F of Seller's own  
**SOUTH** : D.F. of Seller's own

IV. Plot No: 251/P  
Area: 0.2320

**BOUNDARY:-**

**EAST** : D.F of Seller's own  
**WEST** : Khasmal  
**NORTH** : D.F of Seller's own  
**SOUTH** : D.F of Seller's own

V. Plot No: 605/P, 606/P, 598/P, 599/P & 601/P  
Area: 0.3340, 0.0710, 0.1700, 0.0810 & 0.1300 total area: 7860 hect.

**BOUNDARY:-**

**EAST** : Khasmal  
**WEST** : D.F of Seller's own  
**NORTH** : D.F of Seller's own  
**SOUTH** : D.F of Seller's own

VI. Plot No: 223/P, 222/P, 218/P, 593/P, 595/P, 261/P, 263/P, 618/P, 617/P, 616/P, 587/P, 620/P,  
260/P, 224/P, 214/P, 619/P, 258/P & 257/P.

Area: 0.2100, 0.1820, 0.1640, 0.1200, 0.0210, 0.0420, 0.0740, 0.0200, 0.0430, 0.1320, 0.1800,  
0.0200, 0.1210, 0.4860, 0.0340, 0.1110, 0.0940 & 0.0620 total area: 2.1160 hect.

**BOUNDARY:-**

**EAST** : D.F of Seller's own  
**WEST** : D.F of Seller's own  
**NORTH** : S.P.W.D. Road  
**SOUTH** : D.F. of Seller's own

**VII GERETHANG BLOCK.**

Plot Nos. 1038/P  
Area: 0.0320

**BOUNDARY:-**

**EAST** : Khasmal  
**WEST** : Kholsa  
**NORTH** : D.F. of Seller's own  
**SOUTH** : Khasmal

VIII. Plot No: 1047, 1053, 1054, 1057, 1040/P, 1041, 1042, 1048, 1043, 1051, 1050 & 1046.  
Area: 0.3200, 0.2160, 0.1740, 0.0840, 0.2800, 0.0640, 0.2680, 0.0720, 0.0440, 0.0840,  
0.1620 & 0.3600 total area 2.1280 hect.



**BOUNDARY :-**

<b>EAST</b>	:	D.F. of Namgey Topgay Bhutia,
<b>WEST</b>	:	Khasmal
<b>NORTH</b>	:	P.F. of Lall Man Limboo & Sikkim Sarkar
<b>SOUTH</b>	:	Khola

**IX. BLOCK LABING**

Plot No:983/P

Area : 0.0100

**BOUNDARY:-**

<b>EAST</b>	:	Kholsa
<b>WEST</b>	:	Khasmal
<b>NORTH</b>	:	Khasmal
<b>SOUTH</b>	:	River Rathangchu.

**X. Plot Nos:** 1066/P, 1067/P, 1068/P, 1436/P, 1437/P, 1443/P, 1442/P, 1441/P, 1440/P.  
**Area:** 0.0900, 0.6320, 0.0090, 0.0120, 0.0400, 0.0320, 0.0530, 0.5070 & 0.1500 total  
 area 1.5250 hect.

**BOUNDARY:-**

<b>EAST</b>	:	Kholsa
<b>WEST</b>	:	D.F. of Sancha Bir Limboo
<b>NORTH</b>	:	D.F. of Seller's own
<b>SOUTH</b>	:	Khasmal / Khola

**XI. Plot Nos:** 1496/P, 1499/P, 1501/P, 1502, 1503, 1504, 1516, 1515, 1513/P, 1512/P, 1511/P,  
 1514/P, 1519/P, 1520/P & 1518.

**Area:** 0.6570, 0.2200, 0.3020, 0.3280, 0.0220, 0.1280, 0.0620, 0.2660, 0.0500, 0.1140, 0.0640,  
 0.0320, 0.0120, 0.0120 total area 2.9990 hect.

**BOUNDARY:-**

<b>EAST</b>	:	Kholsa/Gerethang block
<b>WEST</b>	:	D.F. of Seller's own
<b>NORTH</b>	:	D.F. of Seller's own
<b>SOUTH</b>	:	Khola & Khasmal.

**XII. Plot Nos:** 1447/P, 1455/P, 1454/P, 1456/P, 1457/P, 1458/P, 1465/P, 1459/P, 1464/P, 1460/P,  
 1461/P, 1494/P, 1493/P, 1492/P & 1491/P.

**Area:** 0.1320, 0.0600, 0.0400, 0.0110, 0.0400, 0.0620, 0.0300, 0.0520, 0.0300, 0.1200, 0.0640,  
 0.0910, 0.0420, 0.0730 & 0.1000 total area .9470 hect.

**BOUNDARY:-**

<b>EAST</b>	:	D.F. of Sancha Bir Limboo
<b>WEST</b>	:	P.F. of Tshering Pintso Bhutia
<b>NORTH</b>	:	D.F. of Seller's Own
<b>SOUTH</b>	:	D.F. of Seller's own



**XIII. CHUMBUNG BLOCK**

Plot Nos: 568, 582/P, 570/P, 584, 583, 572, 571., 563/P, 574/P & 559/P.

Area : 0.1120, 0.0320, 0.3440, 0.1140, 0.2540, 0.1700, 0.1200, 0.0720, 0.0400 & 0.0040 total area 1.2620 hect.

**BOUNDARY:-**

<b>EAST</b>	:	Kholsa & Khasmal
<b>WEST</b>	:	Khasmal
<b>NORTH</b>	:	Kholsa
<b>SOUTH</b>	:	D.F of seller's own

**XIV.** Plot No:18, 33/P, 20, 21, 31, 30/P, 29/P, 27, 26, 23, 24, 25, 17/P, 16/P, 06/P, 07, 10, 11, 04/P, 03, 02, 08, 09

Area:0.0380, 0.2680, 0.0580, 0.0640, 0.0320, 0.0870, 0.1400, 0.1080, 0.0300, 0.0080, 0.1010, 0.0540, 0.0420, 0.0330, 0.2160, 0.0300, 0.0660, 0.0630, 0.1250, 0.1280, 0.0340, 0.0260 & 0.0700 total area 1.8210 hect.

**BOUNDARY :-**

<b>EAST</b>	:	Kholsa & Khasmal
<b>WEST</b>	:	Khasmal
<b>NORTH</b>	:	Kholsa
<b>SOUTH</b>	:	D.F of Seller's own

**XV.** Plot No:565

Areas: 0.1500

**BOUNDARY:-**

<b>EAST</b>	:	Kholsa
<b>WEST</b>	:	Khasmal
<b>NORTH</b>	:	-do-
<b>SOUTH</b>	:	-do-

**XVI. BLOCK OMLOK**

Plot No:714/P, 674/P, 675/P, 720/P, 719/P, 707, 708, 710, 704/P, 706, 708/P, 705, 702/P & 711/P.

Area:0.0840, 0.7960, 0.0920, 0.0530, 0.1400, 0.5660, 0.1640, 0.0800, 0.0520, 0.0360, 0.3140, 0.0600, 3.7960 & 0.2440 total area 6.4770 hect.

**BOUNDARY :-**

<b>EAST</b>	:	Khasmal, D.F of Seller's
<b>WEST</b>	:	Khasmal, D.F of Seller's.
<b>NORTH</b>	:	Rathangchu River are likely to be needed for the aforesaid public purpose at the public expense within the aforesaid blocks of Thingling II, Gerethang, Labing, Chumbung & Omlok of West District.
<b>SOUTH</b>	:	

This notification is made, under the provision Section 4(1) of L.A. Act 1894 (Act I of 1894) to all to whom it may concern.



A plan of the land may be inspected in the office of the District Collector, West.

In exercise of the powers conferred by the aforesaid section the Governor is pleased to authorize the officers for the time being engaged in the undertaking, with their servants and workmen, to enter upon and survey the land and do all other acts required or permitted by the section.

Whereas, there is an urgency to acquire the land, the Governor is further pleased to direct under section 17(4) that the provision of Section 5-A of the Act shall not apply.

**Secretary**  
**Land Revenue & Disaster Management Department,**  
**Government of Sikkim, Gangtok.**  
**File No.1138/LR&DMD(S)**



# SIKKIM

## GOVERNMENT GAZETTE



EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Tuesday 26<sup>th</sup> April, 2011

No. 211

GOVERNMENT OF SIKKIM  
LAND REVENUE AND DISASTER MANAGEMENT DEPARTMENT

No.4/1138/LR&amp;DMD(S)

DATED:26/04/2011.

### DE ACQUISITION UNDER SECTION 48(1) OF LAND ACQUISITION ACT, 1894 (ACT I OF 1894)

Whereas the land whose description is given below was likely to be needed for public purpose and notification to that effect had been made in the official Gazette No.366 dated 26th July, 2010 under section 4(1) of the Land Acquisition Act, 1894 and whereas it has subsequently been revealed that the land is not required for public purpose and that possession over the land has not been taken over by the Collector District West, the notification made earlier under Section 4(1) of the Land Acquisition Act, 1894 is hereby cancelled.

#### Description of land

Plot No. :	618/P, 619/P, 617/P, 616/P, 587/P, 593/P, 595/P, 261/P, 263/P, 596/P, 260/P, 258/P, 257/P, 219/P, 220/P, 214/P, 218/P, 223/P, 222/P, 224/P, 601/P, 598/P, 620/P, 599/P, 605/P, 606/P, 241/P, 245/P, 246/P, 248/P, 247/P & 251/P
Area :	4.3970 hect.
Block :	Thingling
District :	West
Boundary	
East :	D.F of Private Land.
West :	-do-
North :	S.P.W.D Road & D.F of Private Land.
South :	D.F of Private Land.

B.K.KHAREL  
COMMISSIONER-CUM- SECRETARY,  
LAND REVENUE & DISASTER MANAGEMENT DEPT.,  
GOVERNMENT OF SIKKIM, GANGTOK.  
File No. 1138/LR(S)



GOVERNMENT

SIKKIM



GAZETTE

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Friday 27th May, 2011

No. 275

GOVERNMENT OF SIKKIM  
LAND REVENUE & DISASTER MANAGEMENT DEPARTMENT

NO.18/1138/LR&amp;DMD(S)

DATED: 26/05/2011.

DECLARATION UNDER SECTION 6 OF  
LAND ACQUISITION ACT, 1894 (ACT I OF 1894)

Whereas the Governor is satisfied that land is needed for a public purpose, not being a purpose of the Union, namely for the Construction of 97 MW Tashiding Hydro Electric Project by SPDC Limited in the blocks of Gerethang, Labing, Chumbong & Omlok, West District, It is hereby declared that several pieces of land comprising cadastral plot Nos. noted under the "Schedule of Properties" below and measuring more or less 16.6670 hectare is needed for the aforesaid public purpose at the public expense within the aforesaid blocks of Gerethang, Labing, Chumbong & Omlok, West Sikkim.

"Schedule of Properties"Gerethang Block

Plot Nos. 1038/P, 1047, 1053, 1054, 1057, 1040/P, 1041, 1042, 1048, 1043, 1051, 1050 & 1046 total measuring an area 2.1600 hectares.

Labing Block

Plot Nos. 983/P, 1066/P, 1067/P, 1068/P, 1436/P, 1437/P, 1443/P, 1442/P, 1441/P, 1440/P, 1496/P, 1499/P, 1501/P, 1502, 1503, 1504, 1516, 1515, 1513/P, 1512/P, 1511/P, 1514/P, 1519/P, 1520/P & 1518, 1447/P, 1455/P, 1454/P, 1456/P, 1457/P, 1458/P, 1465/P, 1459/P, 1464/P, 1460/P, 1461/P, 1494/P, 1493/P, 1492/P, 1491/P total measuring an area 4.8810 hectares.

Chumbong Block

Plot Nos. 568, 582/P, 570/P, 584, 583, 572, 571, 563/P, 574/P, 559/P, 18, 33/P, 20, 21, 31, 30/P, 29/P, 27, 26, 23, 24, 25, 17/P, 16/P, 06/P, 07, 10, 11, 04/P, 03, 02, 08, 09 & 565 total measuring an area 3.2330 hectares.

Omlok Block

Plot Nos. 674/P, 675/P, 720/P, 719/P, 707, 709, 710, 704/P, 706, 708/P, 705, 702/P & 711/P total measuring an area 6.3930 hectares

This declaration is made under the provision of section 6 of the Land Acquisition Act, 1894 (Act I of 1894) to all whom it may concern.

A plan of land

is attached to the office of the District Collector, West, Gyangshing.

B.K.KHAREL  
COMMISSIONER-CUM-SECRETARY,  
File NO.1138/LR & DMD(S)

S.G.P.G. -275 Gazette/30 Cps./27.05.2011



# GOVERNMENT

## SIKKIM



# GAZETTE

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Thursday 24<sup>th</sup> March, 2011

No. 139

GOVERNMENT OF SIKKIM  
LAND REVENUE & DISASTER MANAGEMENT DEPARTMENT

NO: 225/1138/LR&amp;DMD(S)

DATED: 24/03/2011.

### NOTICE UNDER SECTION 4(1) OF LAND ACQUISITION ACT, 1901 (ACT 1 OF 1901)

Whereas it appears to the Governor that the additional land is likely to be needed for a public purpose, not being a purpose of the Union, namely for the Construction of 97 MW Tashiding H.E. Project by S.P.D.C. in the blocks of Baluthang, Omlok, Chumbung, Labing & Gerethang in West Sikkim, it is hereby notified that several pieces of land comprising cadastral Plot nos. and area more or less 11.8450 hectares shown in the schedule of properties belows is likely to be needed for the aforesaid public purpose at the public expense within the aforesaid block of West Sikkim.

#### Schedule of Properties.

##### I. Baluthang Block

Plot Nos: 70/P, 72/P, 74/P, 62/P, 61/P, 60/P, 59/P, 45/P, 24/P, 29/P, 22/P, 20/P, 21/P, 25/P, 51/P, 52/P, 9/P, 14/P, 15/P, 6/P, 7/P, 137/P, 135/P, 136/P, 3/P, 13/P, 11/P, 55/P, 12/P, 17/P, 54/1350/P, 43/P, 27/P, 32/P & 71/P measuring area 2.8380 hectares.

##### BOUNDARY :-

EAST : Kholsa & Omlok Block  
WEST : Khole & Chumbung Block  
NORTH : Seller's own  
SOUTH : Seller's own

##### II. Omlok Block

Plot Nos: 4/P, 5/P, 13/P, 12/P, 11/P, 10/P, 8/P, 9/P, 9/A/P, 41/P, 44/P, 46/P, 47/P, 47/1326/P, 49/P & 437/P measuring area 1.6460 hectares.

##### BOUNDARY:-

EAST : Khasmal  
WEST : Kholsa & Baluthang Block  
NORTH : Seller's own  
SOUTH : Seller's own



**III. Omlok Block**

Plot Nos: 439/P, 445/P, 443/P, 441/P & 442/P measuring area 0.4340 hectare.

**BOUNDARY:-**

EAST : Khasmal  
WEST : Khasmal  
NORTH : Seller's own  
SOUTH : Seller's own

**IV. Omlok Block**

Plot no. 483/A/P measuring area 0.1300 hectare.

**BOUNDARY:-**

EAST : Khasmal  
WEST : Khasmal  
NORTH : Seller's own  
SOUTH : Seller's own

**V. Omlok Block**

Plot Nos: 655/P, 631/P, 658/P, 668/P, 673/P, 674/P, 629/P, 656/P, 669/P, 549/P, 538/P, 548/P, 643/P, 644/1097/P, 644/1090/P, 647/1089/P, 644/P & 647/P measuring area 2.0510 hectares.

**BOUNDARY:-**

EAST : D.F of Kharka Bdr. Chettri  
WEST : Khasmal  
NORTH : Seller's own  
SOUTH : Seller's own

**VI. Chumbong Block**

Plot Nos: 564, 567, 562/A & 562 measuring area 1.3840 hectares.

**BOUNDARY:-**

EAST : P.F of Devendra Basnett & Kinzang Dadul Bhutia  
WEST : P. F of Tika Ram Sanyasi  
NORTH : Rathang Chu River  
SOUTH : P.F of Tika Ram Sanyasi

**VII. Chumbong Block**

Plot Nos. 586, 585, 588, 589, 587, 590, 591, 592, 593, 570 & 582 measuring area 1.8680 hectare.

**BOUNDARY:-**

EAST : Kholsa & Bhaluthang Block  
WEST : P.F of Devendra Basnett & Kinzang Dadul Bhutia  
NORTH : Rathang Chu River  
SOUTH : P.F of Tika Ram Sanyasi & Tshering Lama Bhutia

**VIII. Labing Block**

Plot Nos: 1519, 1520, 1521, 1501, 1492, 1491, 1496, 1499 & 983 measuring area 1.2540 hectares.



**BOUNDARY :-**

**EAST** : Kholsa & Gerathang Block  
**WEST** : P.F of Pema Wangchuk Bhutia  
**NORTH** : P.F of Pema Wangchuk & Village Road  
**SOUTH** : Ambika Sharma & Khola

IX. Gerathang Block

Plot Nos. 1047 measuring area 0.2400 hectare.

**BOUNDARY:-**

**EAST** : Vhir (Khasmal)  
**WEST** : Seller's own  
**NORTH** : Seller's own  
**SOUTH** : Rathangchu River

This notification is made, under the provision Section 4(1) of L.A. Act 1894 (Act I of 1894) to all whom it may concern.

A plan of the land may be inspected in the office of the District Collector, West, Gyatsning

In exercise of the powers conferred by the aforesaid section the Governor is pleased to authorize the officers for the time being engaged in the undertaking, with their servants and workmen, to enter upon and survey the land and do all other acts required or permitted by the section.

Whereas, there is an urgency to acquire the land, the Governor is further pleased to direct under section 17(4) that the provision of Section 5-A of the Act shall not apply.

**B.K.KHAREL**

Commissoner-cum-Secretary

Land Revenue & Disaster Management Department,  
 Government of Sikkim, Gangtok.

File No.1138/LR&DMD(S)



# SIKKIM

## GOVERNMENT GAZETTE

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Thursday 9th June, 2011

No. 296

GOVERNMENT OF SIKKIM  
LAND REVENUE & DISASTER MANAGEMENT DEPARTMENT  
GANGTOK - 737101

NO.23/1138/LR&amp;DMD(S)

DATED:09/06/2011

### DECLARATION UNDER SECTION 6 OF LAND ACQUISITION ACT, 1894 (ACT I OF 1894)

Whereas the Governor is satisfied that land is needed for a public purpose, not being a purpose of the Union, namely for the construction of 97 MW Tashiding Hydro Electric Project by Energy & Power Department in the blocks of Bhaluthang, Omlok, Chumbong, Labing & Gerethang, West District, it is hereby declared that several pieces of land comprising cadastral plot Nos. noted under the "scheduled of Properties" below and measuring more or less 11.8450 hectare is needed for the aforesaid public purpose at the public expense within the aforesaid block of Bhaluthang, Omlok, Chumbong, Labing & Gerethang, West District.

#### "Schedule of Properties"

##### Bhaluthang Block

Plot nos. 70/P, 72/P, 74/P, 62/P, 61/P, 60/P, 53/P, 45/P, 24/P, 29/P, 22/P, 20/P, 21/P, 25/P, 51/P, 52/P, 9/P, 14/P, 15/P, 6/P, 7/P, 137/P, 135/P, 136/P, 3/P, 13/P, 11/P, 55/P, 12/P, 17/P, 54/1350/P, 43/P, 27/P, 32/P & 71/P total measuring area 2.8380 hectares.

##### Omlok Block

Plot nos. 4/P, 5/P, 13/R, 12/P, 11/P, 10/P, 8/P, 9/P, 9/A/P, 41/P, 44/P, 46/P, 47/P, 47/1326/P, 49/P, 437/P, 439/P, 445/P, 443/P, 441/P, 442/P, 483/A/P, 655/P, 631/P, 658/P, 668/P, 673/P, 674/P, 629/P, 656/P, 669/P, 549/P, 538/P, 548/P, 643/P, 644/1097/P, 644/1090/P, 647/1089/P, 644/P & 647/P total measuring area 4.2610 hectares.

##### Chumbong Block

Plot nos. 564, 567, 562/A, 562, 586, 585, 588, 589, 587, 590, 591, 592, 593, 570 & 582 total measuring an area 3.2520 hectares.





Labing Block

Plot nos. 1519, 1520, 1521, 1501, 1492, 1491, 1496, 1499 & 983 total measuring an area 1.2540 hectares.

Gerethang Block

Plot nos. 1047 measuring an area 0.2400 hectare.

This declaration is made under the provision of Section 6 of L.A. Act, 1894 (Act I of 1894) to all whom it may concern.

A plan of the land may be inspected in the office of the District Collector, West Gyalshing.

COMMISSIONER-CUM-SECRETARY,  
LAND REVENUE & DM DEPARTMENT,  
GOVERNMENT OF SIKKIM, GANGTOK,  
FILE NO.1138/LR&DMD(S)



GOVERNMENT

SIKKIM



GAZETTE

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Thursday 16th June, 2011

No. 315

GOVERNMENT OF SIKKIM  
LAND REVENUE & DISASTER MANAGEMENT DEPARTMENT

No. 27/1138/LR&amp;DMD(S)

Dated: 16/06/2011

## CORRIGENDUM

In the Notification of declaration under Section 6 of L.A. Act, 1894 (Act I of 1894) issued vide No. 18/1138/LR&DMD(S) dated 26.05.2011 and published in Government Gazette No. 275 dated 27th May, 2011 in relation to acquisition of land for the construction of 97 MW Teesta III Electric Project by SPDC Limited in the blocks of Gereinang, Chumbong, Labing & Omlok, West District, the name of land to be acquired by may be read as Energy & Power Department instead of SPDC Limited.

B.K.KHAREL  
COMMISSIONER-CUM-SECRETARY,  
LAND REVENUE & DM DEPARTMENT,  
GOVERNMENT OF SIKKIM, GANGTOK.  
FILE NO. 1138/LR&DMD(S).





Annexure-7

EPBX No. 250896 (O)  
Phone No. 250888 (O)  
Fax No. 250730 (O)



**GOVERNMENT OF SIKKIM  
OFFICE OF THE DISTRICT COLLECTOR  
RABDENTSE, WEST SIKKIM**

Memo No 103 / DCW

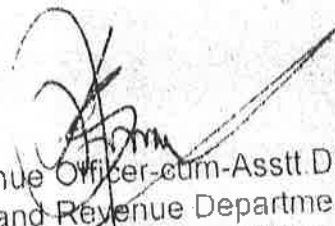
Dated 13 / 12 / 2017

TO WHOM IT MAY CONCERN

This is to certify that Energy & Power Department, Government of Sikkim has acquired land at Omlok, Bhaluthang, Chumbong, Labing and Gerethang for construction of Power Project. There is no any dues of any kind outstanding against the Department and the Developer in respect of the land acquired at above blocks.

Further, the developer is in the physical possession of above said land.



  
Revenue Officer-cum-Asstt Director  
Land Revenue Department  
Government of Sikkim  
Gyalshing West Sikkim  
Land Revenue Dept.  
Govt. of Sikkim  
West Gyalshing





GOVERNMENT OF SIKKIM  
MINISTRY OF ENVIRONMENT & FORESTS  
NORTH EASTERN REGIONAL OFFICE  
LAW-U-SIB, LUMBATNGEN  
NEAR M.T.C. WORKSHOP, SHILLONG-793021  
PHONE NO: 0364-2537609  
FAX NO: 0364-2536041  
GRAM: PARYAVARAN, SHILLONG.  
Email: [mofner-meg@nic.in](mailto:mofner-meg@nic.in) & [mofner@dataone.in](mailto:mofner@dataone.in)

16<sup>th</sup> Sept, 2011

No. 3- SK B 007/2010-SHI/1692-94

To

The Principal Chief Conservator of Forests-  
-cum Secretary Forests  
Forest, Environment & Wildlife Management Department  
Government of Sikkim  
Gangtok.

Sub : Proposal for diversion of 4.8992 ha (Surface land = 3.3340 ha + Underground = 1.5652 ha) of forest land for construction of 97 MW Tashiding Hydro Electric Project in West M/s Shiga Energy Pvt. Ltd.

Sir,

Please refer to the State Government's letter No. 1091/FCA/FEWMD/495 Dtd. 28.1.2010 & No. 1091/FCA/FEWMD/116 Dtd. 03.05.2011 & No. 1368/FCA/FEWMD/801-04 Dt. 25.08.2011 on the subject mentioned above, seeking prior approval of the Central Government in accordance with section 2 of the FCA, 1980. The Govt of the State had sought diversion of 4.8992 ha of forest land (surface land 3.3340 ha underground 1.5652 ha) for construction of 97 MW Tashiding HEP in WEST Sikkim by M/s Shiga Energy Pvt Ltd. After careful consideration of the proposal of the State Govt. Central Govt had conveyed its final approval vide its letter No.3-SK B 007/2010-SHI269-70, Dtd 5/5/11. Thereafter the State Govt has submitted its revised proposals for the same project proposing surrender of 1.2040 ha of diverted forest land together with fresh diversion of 0.6540 ha of forest Land.

After careful consideration of the proposal of the State Government of Sikkim, the Central Government hereby conveys its revised final approval and the earlier approval letter according forest diversion for 4.8992 Ha. vide this office letter No. 3- SK B 007/2010-SHI/269-70 dt. 05.05.2011 now stands superseded by this approval and the unused land of 1.2040 ha. shall be surrendered by the User Agency to the State Forest Department. The fresh approval is now for diversion of 4.3492 Ha instead of earlier 4.8992 ha of forest land diverted ( i.e. 4.8992 + 0.6540 - 1.2040) for construction of 97 MW Tashiding Hydro Electric Project in West SIKKIM by M/s Shiga Energy Pvt. Ltd, subject to the following conditions:

- (i) The State Government shall take back the possession of the forest land proposed to be surrendered (1.20 to 10 ha) and shall hand over additional 0.6540 ha of forest land to the user agency and report the compliance to this Regional Office.




- (ii) All the conditions of previous approval shall remain applicable fully in this revised approval.

Yours faithfully,

(B.S Kharmawphlang)  
Conservator of Forests (C)

Copy to :

1. The CCF & Nodal Officer, O/o The PCCF, Department of Forest, Env. & WI Management Government of Sikkim, Deorali, Gangtok.

  
Conservator of Forests (C)



Annexure-9 (22) (26)

GOVERNMENT OF SIKKIM  
OFFICE OF THE PRINCIPAL C.C.F.-cum- SECRETARY  
DEPARTMENT OF FORESTS, ENVIRONMENT AND WILDLIFE MANAGEMENT  
GANGTOK, SIKKIM, DEORALI - 737 102  
(Phone No. 03592 281145) FAX NO 03592 281145 E-mail ID : fca\_sikkim@gmail.com

Ref. No.1368 /FCA/FFW/MD 955-57

Date 29/9/11

To,

✓ The Director,  
For Shiga Energy Pvt. Limited,  
Rabdenling, Annex-II,  
Adjoining Royal Plaza,  
Upper Shyari, Gangtok.

**SUB:** Proposal for diversion of 0.6540 Ha of forest land (adjustment) for construction of road for 97 MW Tashiding HEP by Shiga Energy Private Ltd. in West district of Sikkim and surrender of 1.2040 Ha of diverted Forest land. And hence, the revised net diversion of forest land shall be 4.3492 ha (i.e.  $4.8992 + 0.6540 - 1.2040$ ) only instead of 4.8992 Ha under the project as per the Final Approval already accorded vide Ministry of Environment and Forests letter No.3- SK B 007/2010-SH/269-70, dated 05.05.2011- (Revised Final Approval).

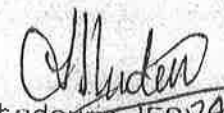
Sir,

Ref. letter No. SEPL/F-05/11-12/106 dated 30/04/2011 received from Director, For Shiga Energy Pvt. Ltd. on the subject matter. In this respect, I am directed to inform that the Central Government has considered the proposal and conveyed revised final approval and the earlier approval accorded for diversion of 4.8992 Ha of forest land vide this office letter No. 3 - SK B 007/2010-SH/269-70 dt. 05/05/2011 now stands superseded by this approval and the unused land of 1.2040 ha shall be surrendered by the User Agency to the State Forest Department. **The fresh approval is now for diversion of 4.3492 Ha instead of earlier 4.8992 Ha of forest land diverted (i.e.  $4.8992 + 0.6540 - 1.2040$ ) for construction of 97 MW Tashiding Hydro Electric Project in West Sikkim by M/S Shiga Energy Pvt. Ltd. subject to the following conditions stipulated therein, which are as follows:-**

1. The State Government shall take back the possession of the forest land proposed to be surrendered (1.20 to 10 ha) and shall hand over additional 0.6540 ha of forest land to the user Agency and report the compliance to this Regional Office
2. All the conditions of previous approval shall remain applicable fully in this revised approval.

Therefore, you are directed to contact the DFO (T) concerned for compliance of stipulated conditions No. (1) and (2) above and send the compliance report to this office for further action.

Yours Faithfully,

  
(S.B.S. Bhadasra, IFS) 24/9/11  
CCF-cum-Nodal Officer (FCA),

Copy for information and n.d. to :

1. Conservator of Forest (T)
2. DFO (T) West, Gyalshing



परचा खतियान

GERETHANG ब्लॉकको खतियान			GERETHANG इलाका			GYALSING महकुमा			WEST जिल्ला			सिक्किम राज्य					
खतियान को नम्बर	बस्तियानको नाम उनको बाबुको नाम जात आन बस्ने ठाक	थारो को नाम	सुबराको नम्बर	अमीनको परीमाण						बाजो	जम्मा	हाग	इलाहीनी	खजाना नतिनु अमीनको परीमाण हेक्टर	अमीनको एक साल को खजाना	कैफियत	
				पानी खेतको दवा	न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	सुखा बारीको दवा	न १ हेक्टर								न २ हेक्टर
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	
२४३	विन्दुत विभाग सिक्किम सरकार देह	चिउरीबाटे	१०४१				०६६०									०.००	क्रेम 1, Vide O.O. No 2735/GERETHANG 28/01/2012
		चिउरीबाटे	१०४२						२६६०							०.००	Vide O.O. No. 2735/GERETHANG 28/01/2012
		चिउरीबाटे	१०४३				०६६०									०.००	Vide O.O. No. 2735/GERETHANG 28/01/2012
		रवाङ	१०४६				३६००									०.००	Vide O.O. No. 2735/GERETHANG 28/01/2012
		रवाङ	१०४७				५६००									०.००	कुनियानर बीकनपुर ठाक व Vide O.O. No. 2735/GERETHANG 28/01/2012
		रवाङ	१०४८				०६२०									०.००	Vide O.O. No. 2735/GERETHANG 28/01/2012
निरक्षणकर्ता														प्रमाणित			
व्यारकर्ता														UD-1/2012			
ग्राम-स्तर अधिकारी / अमीन ब्लॉक Revenue Supervisor West District														मुख्य अमीन Revenue Inspector West District			
गाम-स्तर अधिकारी / अमीन ब्लॉक Revenue Supervisor West District														मुख्य अधिकारी Revenue Inspector West District			



ATTESTED

UD-1/2012  
मुख्य अधिकारी  
Revenue Inspector  
West District



(28)

वारी को भूमि	नम्बर	पाना खतका दर्जा				सुखा बाराका दर्जा				बाजो	जम्मा	बाग	हलाईची	जमिनको परिमाण	एक साल को खजाना	केफियत
		न १	न २	न ३	न ३	न १	न २	न ३	न ३	हक्टर	हक्टर	हक्टर	हक्टर	हक्टर	हक्टर	
३	१०५०	५	६	७	७	८	९	१०	१०	११	१२	१३	१४	१५	१६	१७
गवडाड	१०५०	१६२०									१६२०				०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
सवडाड	१०५१					०८४०									०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
गवडाड	१०५३									२९६०					०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
गवडाड	१०५४	१०४०									१७४०				०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
गवडाड	१०५७					०८४०					०८४०				०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
चिउरीतोटे	१०३०/१९९९					०३२०					०३२०				०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
चिउरीतोटे	१०४०/१२००					२८००					२८००				०.००	Vide O.O. No. 2735/GERETHANG/DC(W) Dated: 28/01/2012
	१३	१६८०	००००	००००	००००	१४८०	००००	३६८०	३६८०	२९६०	२४०००	००००	००००	००००	०.००	



DEPARTMENT OF REVENUE  
WEST DISTRICT

*[Signature]*

तयारकर्ता  
२८/०२/१२

ग्राम-स्तार अधिकारी / अमीन ब्लॉक

निरक्षणकर्ता

*[Signature]*  
मुख्य अमीन  
Revenue Inspector

प्रमाणकर्ता

*[Signature]*  
रेवेन्यू अधिकारी २४/६/१२



LABING ब्लोकको खतियान

GERETHANG इलाका

GYALSING मण्डल

WEST जिल्ला

सिक्किम राज्य

परचा खतियान

खतियान को नम्बर	बस्तिवालाको नाम उनको बाबुको नाम जात अर्थात् बस्ने ठाउँ	बारीको नाम	खसराको नम्बर	जमिनको परिमाण				बाँजो	जम्मा	दाग	इलाही	खजाना नतिर्नु पर्ने जमिनको परिमाण	जमिनको एक सालको खजाना	कैफियत
				पानी खेतको रवा	जमीनको रवा	सुखा बारीको रवा	सुखा बारीको रवा							
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५
२५३	विदुत विभाग सिक्किम सरकार सा.दे.	देवान	१८३	१८३	१८३	१८३	१८३	१८३	०१००				०.००	Vide O.O. No. 26671 Dated: 16/12/2011
		सेवाड	१४९१	४६६०					४६६०				०.००	कुलियार गुरुङ छोरा लार 25 साल। Vide O.O. P 2716/LABING/DCQ Vide O.O. No. 2740 Dated: 01/02/2012
		सेवाड	१४९२						२३२०				०.००	कुलियार Vide O.O. 2716/LABING/DCQ Vide O.O. No. 2740 Dated: 01/02/2012
		सेवाड	१४९६	६५७०					६५७०				०.००	कुलियार Vide O.O. 2740/LABING/DCQ कुलियार नं. 144अ 30 र 2748/LABING/DCQ



ATTESTED

प्रमाणकर्ता  
२०७३  
२०७३/१२/१५

निराकरणकर्ता

SUB-DIVISIONAL MAGISTRATE  
WEST DISTRICT, GYALSHING

ग्राम मुख्यालय अधिकारी / जमीन ब्लोक  
Revenue Supervisor  
West District

प्रमुख जमीन  
Revenue Inspector  
West District

Addl. District Collector  
West District, Gyalshing











कैफियत

बारी का नाम	नम्बर	पानी छतको दवा				सुखा बारीकां दर्जा				बागो	जग्गा	बाग	इलाईची	निर्दिष्ट पत्र नमिनको परिमाण हेक्टर	एक साल को खोजा	कोषियल
		न१	न२	न३	हेक्टर	न४	हेक्टर	न५	हेक्टर	न६	हेक्टर	न७	हेक्टर	न८	हेक्टर	
सेदाड	१४९९	५	५	५	१५.४०	५	५	५	१५.४०	१२	१२	१३	१४	१५	१६	१७
सेदाड	१५०१	३०७०									३०७०				०.००	कुल्यादा वृद्धिमान छोरा हरेम घोल जाल निम्नु न सल। Vide O.O. No. 2740/LABING/DC(W) Dated: 01/02/12 Vide O.O. No. 2716/LABING/DC(W) Dated: 23/01/2012
सेदाड	१५०२	३२८०									३२८०				०.००	कुल्यादा वृद्धिमान छोरा हरेम घोल जाल निम्नु न सल। Vide O.O. No. 2740/LABING/DC(W) Dated: 01/02/12
सेदाड	१५०३	०१२०									०१२०				०.००	गजेनीर छोरा पेदाम जाल निम्नु सा दे 20 सल। Vide O.O. No. 2748/LABING/DC(W) Dated: 02/02/2012
सेदाड	१५०४	३२८०									३२८०				०.००	कुल्यादा श्री कान्छा छोरा म्यान्निह जाल निम्नु सारंगखट 20 सल। Vide O.O. No. 2748/LABING/DC(W) Dated: 02/02/2012
सेदाड	१५१५	२६६०									२६६०				०.००	O.O.No.-880/DC(WY) 1997-98. Vide C ) No. 2667/LABING/DC(W) Dated: 16/12/2011
सेदाड	१५१६	०६२०									०६२०				०.००	कुल्यादा धनौरा छोरा बुद्धिमान को जाल सा देह सल। Vide O.O. No. 2748/LABING/DC(W) Dated: 02/02/2012
सेदाड	५१८										०१२०				०.००	O.O.No.-880/DC(WY) 1997-98. Vide C ) No. 2667/LABING/DC(W) Dated: 16/12/2011
सेदाड	५२०	०१००									०१००				०.००	क्र. गजन निर बा न 1301 20 सल। Vide O.O. No. 2748/LABING/DC(W) Dated: 02/02/2012

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1936/1937

SUB-DIVISIONAL MAGISTRATE  
13 DISTRICT CYNTHIA

Addl. District Collector  
West District, Gyalsing

Page No. 2

निरक्षणाकला

मुख्य अमीन  
Revenue Inspector  
West District  
Gyalshing

ग्राम-स्तु  
अधिकारी / अमीन ब्लॉक  
enue Supervisor  
West District  
निर्वाहक

ational Informatics Centre, Si-





LAND REVENUE AND DISTRICT MANAGEMENT DEPARTMENT  
Government of Sikkim

UNPUBLISHED RECORDS OF KASHI

परचा खतियान

GYALSHING इलाका WEST जिल्ला सिक्किम राज्य

OMLOK (ONGLOP) ब्लॉकको खतियान										GYALSHING इलाका										GYALSHING महकुमा										WEST जिल्ला										सिक्किम राज्य																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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तयारकर्ता  
A. R. S. S. S.  
02/02/12

ग्राम-स्तर अधिकारी / जमीन ब्लॉक  
Revenue Supervisor  
West District

निरक्षणकर्ता

प्रमाणकर्ता

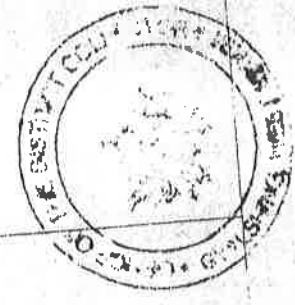
ATTESTED

Sub-Divisional Magistrate  
West District, Gyalshing  
Addl. District Collector  
West District, Gyalshing  
Date: No.



34

क्र.सं.	उपक्रमको नाम	वारीको नाम	नम्बर	पानी खेतको दरवा				सुखा बारीको दरवा				बाँझो	जग्गा	वाग	दुलाईची	नमिस्को परिमाण	एक साल को खर्चो	कृषिगत
				न १	न २	न ३	न ४	न १	न २	न ३	न ४							
१	२	सुमेबाग	४४/१२२३	५५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	१८	१९
		सुमेबाग	४४/१२२४															
		सुमेबाग	४४/१२२५															
		कबर	४४/१२२६															
		आल्बोटे	४४/१२२७															
		सुमेबाग	४४/१२२८															
		पासागढाम	४४/१२२९															
		पासागढाम	४४/१२३०															
		पासागढाम	४४/१२३१															
		पासागढाम	४४/१२३२															
		पासागढाम	४४/१२३३															
		पासागढाम	४४/१२३४															
		आल्बोटे	४४/१२३५															



ATTESTED

निरक्षकता

प्रमाणकता

तयारकर्ता  
०२/०२/१२

ग्राम-स्तर अधिकारी / अर्मीन ब्लॉक  
Revenue Supervisor  
West District

Revenue Department  
West District  
Gyalshing



उम्मेदवारको नाम  
जात अनि बस्ने ठाउँ

बारीको नाम

नम्बर

पानी खेतको दर्जा

सूबा चारीको दर्जा

बाजो

जम्मा

बाग

इलाही

निलेनु पर्ने  
जमिनको  
परिमाण

एक साल  
को खजाना

वेफिअत

२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७
सुमैयाङग	सुमैयाङग	५/१२२६	०८००	५	५	५	५	५	५	५	५	५	५	५	Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
रमोते	रमोते	६२९/१२२७	०४२०												Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
पासागथाग	पासागथाग	६३९/१२२८													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
पासाडथाङ	पासाडथाङ	६४३/१२२९	०४२०												Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
पासाडथाङ	पासाडथाङ	१०९१/१२३०													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
पासेगथाग	पासेगथाग	६५५/१२३१													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
पालेगथाग	पालेगथाग	६५६/१२३२													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
पासेगथाग	पासेगथाग	६५८/१२३३													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
याकूले	याकूले	६६९/१२३४													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
कमोथाग	कमोथाग	६७०/१२३५													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
कमोथाग	कमोथाग	६७५/१२३६													Vide O.O. No. 2750/OMLC (ONGLOPYDC(W) Dated: ००००
मिजान		१	३३	१७३०	३६३०	००००	१०५४०	३३५६०	०५००	६६६७०	४२८४०	१०००	७०६०	००००	००००

ATTESTED

UB-DIVISIONAL MAGISTRATE

निरक्षणकर्ता

ग्राह-रसु अधिकाारी / अमीन ब्लोक  
Revenue Supervisor  
West District  
Gyalshing

ग्राह-रसु अधिकाारी / अमीन ब्लोक  
Revenue Supervisor  
West District  
Gyalshing

ग्राह-रसु अधिकाारी / अमीन ब्लोक  
Revenue Supervisor  
West District  
Gyalshing



**Land Revenue and Labour Management Department  
Government of Sikkim**

THE UNIVERSITY OF MICHIGAN

परचा खतियान

सिद्धिकर्म राज्य

GYALSHING  
GYALSHING

OMLOK (ONGLOP) ब्लॉक को खानियान

[illegible]

Supervisor  
Revenue  
West District  
Grazing

पिपराणकली  
Revenue Department  
West District  
Gwalshing

प्रकाशित

19th July 1941  
500-Division  
West District  
Glasgow



इन्को बाबूको नाम  
त आन बस्ने लोक

नं	उनको बावको नाम त अनि बस्ने ठाऊ	नम्बर	पानी ड्रॉकिंग दर्जा								सुखा बारीको दर्जा								वाला	जम्मा	बाग	इलाही	जमीनको परिमाण	हक यात को सुचीना		
			न १ हक्टर	न २ हक्टर	न ३ हक्टर	न ४ हक्टर	न ५ हक्टर	न ६ हक्टर	न ७ हक्टर	न ८ हक्टर	न १ हक्टर	न २ हक्टर	न ३ हक्टर	न ४ हक्टर	न ५ हक्टर	न ६ हक्टर	न ७ हक्टर	न ८ हक्टर								
३	मुर्मेयाड	४७४२०७	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2714-OMLOK (ONGLOP)DC(W) Dated: 23/01/12	2
३	मुर्मेयाड	४७४२०८	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2714-OMLOK (ONGLOP)DC(W) Dated: 23/01/12	2
३	पासाडयाड	४७४२०९	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2714-OMLOK (ONGLOP)DC(W) Dated: 23/01/12	12
३	पासाडयाड	४७४२१०	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2714-OMLOK (ONGLOP)DC(W) Dated: 23/01/12	12
३	कागेयांग	४७४२११	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 40 D.C.W DT:9.5 (ONGLOP)DC(W) Dated: 23/01/12	12
३	मुर्मेयांग	४७४२१२	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2714-OMLOK (ONGLOP)DC(W) Dated: 23/01/12	12
३	स्कूल डाडा	४७४२१३	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2746-OMLOK (ONGLOP)DC(W) Dated: 01/12/12	12
३	मुर्मेयांग	४७४२१४	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	O.O. No. 175 D.C.W OF 1991-9 (ONGLOP)DC(W) Dated: 01/12/12	12
३	कागेयांग	४७४२१५	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	O.O. No. 2746-OMLOK (ONGLOP)DC(W) Dated: 01/12/12	12
३	कागेयांग	४७४२१६	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 37 D.C.W OF 1991-9 (ONGLOP)DC(W) Dated: 01/12/12	12
३	कागेयांग	४७४२१७	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2746-OMLOK (ONGLOP)DC(W) Dated: 01/12/12	12
३	कागेयांग	४७४२१८	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2746-OMLOK (ONGLOP)DC(W) Dated: 01/12/12	12
३	कागेयांग	४७४२१९	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2746-OMLOK (ONGLOP)DC(W) Dated: 01/12/12	12
३	कागेयांग	४७४२२०	५	६	७	८	०८२०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१	२२	२३	२४	२५	२६	०.००	Vide O.O. No. 2746-OMLOK (ONGLOP)DC(W) Dated: 01/12/12	12



1941  
light  
no-Division  
West District  
Cavalry

Revenue Inspector,  
West District  
Gyalshing

तुम कृता  
२१/०८/२०१६  
Respectfully,  
West District  
Gvaishing



32

क्र	अनुसूचित जाति नाम	वारी की गयी	संख्या	मामो खेतकी रकम	सूचा दारिद्र्य रकम	बाजो	दाया	बाग	झाड़ची	नमिन्ने परिमाण	एक साल को खर्च
1	पसगाबाग	44/2222	न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ४ हेक्टर	न ५ हेक्टर	न ६ हेक्टर	न ७ हेक्टर	न ८ हेक्टर	न ९ हेक्टर
2	पसगाबाग	46/2222	११	१२	१३	१४	१५	१६	१७	१८	१९
3	पसगाबाग	48/2223	११	१२	१३	१४	१५	१६	१७	१८	१९
4	पसगाबाग	48/2224	११	१२	१३	१४	१५	१६	१७	१८	१९
5	आलवाट	48/2225	११	१२	१३	१४	१५	१६	१७	१८	१९
6	सुसगाबाग	48/2226	११	१२	१३	१४	१५	१६	१७	१८	१९
7	रमले	48/2227	११	१२	१३	१४	१५	१६	१७	१८	१९
8	पसगाबाग	48/2228	११	१२	१३	१४	१५	१६	१७	१८	१९
9	पसगाबाग	48/2229	११	१२	१३	१४	१५	१६	१७	१८	१९
10	पसगाबाग	48/2230	११	१२	१३	१४	१५	१६	१७	१८	१९
11	पसगाबाग	48/2231	११	१२	१३	१४	१५	१६	१७	१८	१९
12	पसगाबाग	48/2232	११	१२	१३	१४	१५	१६	१७	१८	१९
13	पसगाबाग	48/2233	११	१२	१३	१४	१५	१६	१७	१८	१९
14	पसगाबाग	48/2234	११	१२	१३	१४	१५	१६	१७	१८	१९
15	पसगाबाग	48/2235	११	१२	१३	१४	१५	१६	१७	१८	१९
16	पसगाबाग	48/2236	११	१२	१३	१४	१५	१६	१७	१८	१९
17	पसगाबाग	48/2237	११	१२	१३	१४	१५	१६	१७	१८	१९
18	पसगाबाग	48/2238	११	१२	१३	१४	१५	१६	१७	१८	१९
19	पसगाबाग	48/2239	११	१२	१३	१४	१५	१६	१७	१८	१९
20	पसगाबाग	48/2240	११	१२	१३	१४	१५	१६	१७	१८	१९

प्रमाणित

Reverend Inspector  
West District  
Gwalising

Page No. 3









घरचा खूति गान

BHALUTHANG  
बल्लिको खतियान

GYALSENG  
ཡེ་ཤེས་རྒྱལ་སྤྱོད་

GYALSHING

WEST  
जिल्हा

सिंक्किमं रंज्य

खतियान को नम्बर	बस्तिवानको नाम उनको बाबूको नाम चात अनि बस्ने ठाऊ	बारी को नाम	खसराको नम्बर	जमीनको परमाण						बाजो	जम्मा	बाग	इलाईबी	खजाना मितिनु पर्ने जमिनको परमाण	जमी एक कोटिना	केफिक	
				पानी खेतको दर्जा			सूखा बारी										दर्जा
				न१ हेक्टर	न२ हेक्टर	न३ हेक्टर	न४ हेक्टर	न५ हेक्टर	न६ हेक्टर								
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	
३५७	विदुत विभाग सिक्किम सरकार	बादरे	१३५/१३७७													बाँसगाव(६) Vide O.O. 2710/BHALUTHAN 23/01/2012	
	देह	बादरे	१३७/१३७८							११००	११००		०५००			Vide O.O. No. 2710/BHALUTHAN 23/01/2012	
		बडारीकोटे	१४/१३७९													Vide O.O. No. 2710/BHALUTHAN 23/01/2012	
		बडारीकोटे	१५/१३८०							०५००	०५००					Vide O.O. No. 2710/BHALUTHAN 23/01/2012	
		काँगे	२४/१३८१								०१२०					Vide O.O. No. 2710/BHALUTHAN 23/01/2012	
		सारामा	४५/१३८२													Vide O.O. No. 2710/BHALUTHAN 23/01/2012	

सादे ४ साल

ATT

ESTED

Vide O.O. No.  
2710/BHALUTHAN  
23/01/2012

THE DISTRICT COLLECTOR

IMPHAL

23/01/2012

तयारिक्ता

प्रयोजिता  
02-102-12

ग्राम-स्तर अधिकारी / अमीन ब्लॉक  
Revenue Supervisor  
West District

निरक्षणकर्ता

मुख्य अमीन  
Revenue Inspector  
West District

3 नालका  
SUB DIVISIONAL MAGISTRATE

WEST DIST. CT. CYAL CO.

10/12/2024

District Collector

District, Gyalsing

# ATTENDED ALUTHAN



(41)

उनको बाबुको नाम  
मृत्योपनि बस्ने ठाउँ

बारि को नाम	नम्बर	घारी खेतको दर्जा				सूचा बारीको दर्जा				जग्गा	बाग	इलाही	तनू पर्ने मिनको रिमाण	एक सल को खजोना	केसिन
		न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ४ हेक्टर	न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ४ हेक्टर						
२	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	१८
सलगमा	५१/१३८३									०३४०				०.००	Vide O.O. No. 1887/BHALUTHA NG/DC(W) Dated: 31/05/2010 Vide O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
सलगमा	५२/१३८४					१५.००				१५.००				०.००	Vide O.O. No. 1887/BHALUTHA NG/DC(W) Dated: 31/05/2010 Vide O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
बादरे	६१/१३८५									०४२०				०.००	Vide O.O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
सलगमा	६०/१३८६									०५२०				०.००	Vide O.O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
ताडलाड	६१/१३८७									०१४०				०.००	क. सरेनोच पुर्न रिमिन क र्ता को जगत मुन्ना मा दे Sवाल Vide O.O. N. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
बादरे	७१/१३८८									१२२०				०.००	Vide O.O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
फलेवे	९१/१३८९									११३०				०.००	Vide O.O. No. 1887/BHALUTHA NG/DC(W) Dated: 31/05/2010 बसिदास) Vide O.O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012
बादरे	११/१३९०									१०४०				०.००	बसिदास) Vide O.O. No. 2710/BHALUTHA NG/DC(W) Dated: 23/01/2012

**ATTESTED**



प्रमाणित  
02/02/12

ग्राम-स्तर अधिकारी / अमीन ब्लोक  
Revenue Supervisor  
West District

निरक्षणकर्ता

मुख्य अमीन  
Revenue Inspector  
West District

प्रमाणित

**UB-DIVISIONAL MAGISTRATE**  
**WEST DISTRICT, GYALSHING**

Additional District Collector  
West District, Gyalshing

Gyalshing

Page No. 2











परचा खतियान

CHUMBONG ब्लोकको खतियान GYALSHING इलाका GYALSHING महकुम WEST जिला सिक्किम राज्य

बसिवालाको नाम उनको बाबुको नाम जात अमीन बरने ठाऊ	बारीको नाम	खसराको नम्बर	जमीनको परिमाण										जम्मा	बाग	इलाईची	खजाना नविनू पने जमीनको परिमाण हेक्टर	जमीनको एक साल को खर्चोना	कैफियत
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			१	२	३	४	५	६	७	८	९	१०						
२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७			
विद्युत बिभाग सिक्किम सरकार देह.	चुम्बुङ	१८														०.००	Vide O.O. No. 2666/CHUMBONG/DC(W) Dat 13/12/2011	
	चुम्बुङ	२०														०.००	Vide O.O. No. 2666/CHUMBONG/DC(W) Dat 13/12/2011	
	दोभान	२१														०.००	सुन्तोला (६) Vide O.O. No. 2666/CHUMBONG/DC(W) Dat 13/12/2011	
	दोभान	२३														०.००	सुन्तोला (१) Vide O.O. No. 2666/CHUMBONG DC(W) Dat 13/12/2011	
	दोभान	२५														०.००	Vide O.O. No. 2666/CHUMBONG DC(W) Dat 13/12/2011	
	चुम्बुङ	२७														०.००	सुन्तोला (?) Vide O.O. No. 2666/CHUMBONG DC(W) Dat 13/12/2011	
		तयोरकर्ता																

तयारकर्ता  
०२.१०.२०१२

ग्राम-स्तर अधिकारी / अमीन ब्लोक  
Revenue Supervisor  
West District  
Gyalshing

निरक्षणकर्ता

मुख्य अमीन  
West District

प्रमाणकर्ता

रेभ्यु अधिकारी  
Addl. District Collector  
West District, Gyalshing



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बारी को नाम	नम्बर	पानी क्षेत्रको दर्जा				सूखा बारीको दर्जा				बाग	इलाही	नतिव पन जीमिनको परिमाण	एक सान को खजाना	कैफियत
		न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ३ हेक्टर	न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ३ हेक्टर					
सेदाह	५६२	०.०६०	६	७	७	८	९	१०	१०	१३	१४	१५	१६	१७
सेदाह	५६३/१८९									०.०६०	०.०६०		०.००	२६७१/CHUMBONG/DC(W) Dated: 16/12/2011
सेदाह	५६२/१९०									१.८६०	१.८६०		०.००	Vide O.O. No. 2741/CHUMBONG/DC(W) Dated: 01/02/2012 Correction vide o.o. under page no-06 approved by C.M
दोमान	२४/१९५					१.०९०					१.०९०		०.००	Vide O.O. No. 2741/CHUMBONG/DC(W) Dated: 01/02/2012 Correction vide o.o. under page no-06 approved by C.M
सुम्बुह	२६/१९६									०.३००	०.३००		०.००	सुम्बुह (५) Vide O.O. No. 2666/CHUMBONG/DC(W) Dated: 13/12/2011
सुम्बुह	२७/१९७					१.४००					१.४००		०.००	Vide O.O. No. 2666/CHUMBONG/DC(W) Dated: 13/12/2011
सुम्बुह	३०/१९८					०.८७०					०.८७०		०.००	सुम्बुह (१४) Vide O.O. No. 2666/CHUMBONG/DC(W) Dated: 13/12/2011
दोमान	३३/१९९							०.२६०			०.२६०		०.००	देवापुरा (१) सुम्बुह (१) Vide O.O. No. 2666/CHUMBONG/DC(W) Dated: 13/12/2011
सोदाह	५७०/१००६	३.४४०									३.४४०		०.००	Vide O.O. No. 2666/CHUMBONG DC(W) Dated: 13/12/2011
सेदाह	५८२/१००७	०.३३०									०.३३०		०.००	Vide O.O. No. 2671/CHUMBONG DC(W) Dated: 16/12/2011

तयारकर्ता  
०२/०२/१८

ग्राम-हजार अधिकारी/ अमीन ब्लोक  
Revenue Supervisor  
West District

निरक्षणकर्ता

Boventha  
West District  
Gwalising

प्रमाणकर्ता

१९९९ DIVISIONAL MAGISTRATE  
२४, Dattatraya Temple, Gwalising  
West District, Gwalising



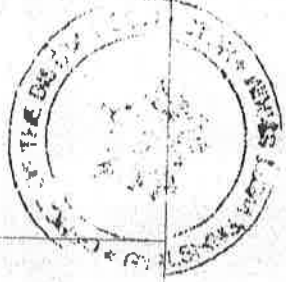




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को नम्बर	उनको बाबुको नाम नात अनि बने खड	बारी को नाम	म	पानी खेतको दर्जा					सूखा बारीको दर्जा					बाजो	जम्मा	वाग	इलाहीची	नविनू पर्ने जमिनको परिमाण हेक्टर	एकरोल को खनोय	केफ
				न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ३ हेक्टर	न १ हेक्टर	न २ हेक्टर	न ३ हेक्टर	न ३ हेक्टर	न ३ हेक्टर	न ३ हेक्टर							
१	२	३	४	५ २६००	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	१८	१९	२०	२१
		सेदाड	५८१												२६००				०.००	Vide O.O. No. 2741/CHUMBON 01/02/2012 Vide 2671/CHUMBON 16/12/2011 क. रम्पु जंग सिमक्स O.O. No. 2671/CH Dated: 16/12/2011 O.O. No. 117/D.C.A O.O. No. 2671/CH Dated: 16/12/2011 Vide O.O. No. 2741/CHUMBON 01/02/2012 रम्पु 1) Vide O.O. 2671/CHUMBON 16/12/2011 रम्पु 1) Vide O.O. 2671/CHUMBON 16/12/2011 Vide O.O. No. 2671/CHUMBON 16.12.2011 रम्पु 1 रम्पु 1) Vide O.O. 2671/CHUMBON 16/12/2011 Vide O.O. No. 2741/CHUMBON 01/02/2012 Vide O.O. No. 2671/CHUMBON 16/12/2011
		सेदाड	५८३												२५४०				०.००	
		सेदाड	५८४												११४०				०.००	
		सेदाड	५८५												०७८०				०.००	
		सेदाड	५८६												०९००				०.००	
		सेदाड	५८७												२०२०				०.००	
		सेदाड	५८८												०३४०				०.००	
		सेदाड	५८९												०९००				०.००	
		सेदाड	५९०												६८६०				०.००	
		सेदाड	५९१												१३२०				०.००	

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तयारकर्ता  
०२/०२/१२

निरक्षणकर्ता



प्रमाणकर्ता

ग्राम-हतर अधिकारी / अमीन ब्लोक  
Revenue Supervisor:  
West District

मुख्य अमीन

Revenue-Inspector

West Di

मुख्य अधिकारी  
Addl. District Collector  
West District, Chumbon







TEN RUPEES

Annexure- 11

(19) ॥ ५५ ॥



### AGREEMENT

This DEED of AGREEMENT (hereinafter referred to as the "Agreement") is made on this 3<sup>rd</sup> day of the month of September in the Year 2008 (two thousand eight) at Gangtok, Sikkim;

### BETWEEN

The Governor of Sikkim, through the Principal Chief Engineer cum Secretary to the Government of Sikkim, Energy & Power Department, (hereinafter referred to as the "Government"), which expression shall, unless excluded by or repugnant to the context, mean and include its successors, administrators and permitted assigns of the FIRST PART


### AND

M/S Shiga Energy Private Limited, a private limited company incorporated under the Companies Act, 1956, having its registered office at 207, Chiranjiv Tower, 43- Nehru Place, New Delhi - 110017, India, (hereinafter referred to as the "Company") which expression shall, unless excluded by or repugnant to the context, mean and include its successors, administrators and permitted assigns through its Director, Mr. T. Nagendra Rao of the SECOND PART;

WHEREAS M/S Shiga Energy Private Limited, New Delhi, (hereinafter referred to as the "Shiga Energy"), a company incorporated under the Companies Act 1956, having its registered office at 207, Chiranjiv Tower, 43- Nehru Place, New Delhi - 110017, India, had submitted a proposal to the Government for the development of Hydro Electric Projects in Sikkim vide their letter dated 13<sup>th</sup> November 2006;

FOR SHIGAENERGY-PVT LTD

  
Authorized Signatory

  
PCE-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



SD

AND WHEREAS M/S Shiga Energy has carried out the investigations of the project at its own cost and submitted the Pre-Feasibility Report of Tashiding Hydro Electric Project with an enhanced installed capacity of 88 MW vide their letter dated 13<sup>th</sup> February 2007 ;

AND WHEREAS The Company agrees to supply power free of cost to the Government @12% (Twelve percent) of the electricity generated at the Interconnection Point(s) or money equivalent thereof from the project for the first 15 (fifteen) years of operation and @ 15 % (Fifteen percent) or money equivalent thereof for 16<sup>th</sup> (Sixteenth) to 35<sup>th</sup> (Thirty Fifth) year from the Commercial Operation Date (COD) of the Project. The State Government, at its discretion may receive the money in lieu of free power at a rate to be mutually agreed from time to time;

AND WHEREAS The Company agrees to supply additional 1% (one percent) free power of the electricity generated at the Interconnection Point(s) or money equivalent thereof from the project for the entire period of 35 (Thirty Five) years from the Commercial Operation Date (COD) of the Project towards Local Area Development Fund as per Hydro Power Policy 2008. The State Government, at its discretion may receive the money in lieu of free power at a rate to be mutually agreed from time to time;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions set forth herein, it is agreed by and between the Parties hereto as follows:-

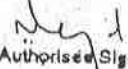
#### Article 1


#### INTERPRETATIONS AND DEFINITIONS

##### 1. INTERPRETATIONS

- 1.1.1 The nomenclature of this Agreement, headings and paragraph numbers are only for the convenience of reference and shall be ignored in construing or interpreting this Agreement.
- 1.1.2 Reference to persons and words denoting natural persons shall include bodies, corporate, partnerships, joint ventures, statutory and other authorities and entities.
- 1.1.3 Reference to any enactment, ordinance or regulation or any provision thereof shall include any amendment thereof or any replacement in whole or in part.
- 1.1.4 Reference to Recitals, Articles, Clauses, or Sub-clauses shall unless the context otherwise requires, be deemed to include the Recitals, Articles, Clauses, or Sub-clauses of this Agreement.
- 1.1.5 The words importing singulars shall include plurals and vice-versa, as the case may be.
- 1.1.6 Terms beginning with capital letters and defined as per Clause 1.2 of this Agreement shall have the same meaning ascribed thereto.
- 1.1.7 Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Clause shall not operate so as to increase liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.

FOR SHIGA ENERGY PVT LTD

  
Authorised Signatory

  
PCE-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



- (51)
- 1.1.8 Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing and under the hands of duly authorized representative of such Party in this behalf and not otherwise.
- 1.1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.


## 1.2 DEFINITIONS.

In this Agreement, the following words and expressions and unless repugnant to the context or meaning thereof, shall have the meanings hereinafter respectively assigned to them: -

- 1.2.1 "Acquired Land" shall have the meaning set forth in Clause 3.3;
- 1.2.2 "Agent" means the Board or such other Authority as may be appointed by the Government for the purpose of this Agreement;
- 1.2.3 "Agreement" means this implementation agreement together with all the Annexures and Schedules hereto as amended from time to time in accordance with the provisions contained in this behalf in this agreement.
- 1.2.4 "Agreement Period" shall have the meaning as specified in Article 2;
- 1.2.5 "SPDC" means the Sikkim Power Development Corporation Limited (SPDC);
- 1.2.6 "CEA" or "Central Electricity Authority" means the Central Electricity Authority constituted under section 3 of the Electricity (Supply) Act, 1948 or its successors; administrators or assigns;
- 1.2.7 "Commercial Operation" means the state of Unit/Project when Unit/Project is capable of delivering Active Power and Reactive Power on a regular basis after having successfully completed the commissioning tests as per Prudent Utility Practices;
- 1.2.8 "Commercial Operation Date (COD)" means the date on which the Commercial Operation of Unit/Project, as the case may be, is achieved by the Company;
- 1.2.9 "Company" means M/S Shiga Energy, a registered Company incorporated under the Companies Act, 1956.
- 1.2.10 "Contractor" means any person, association of persons, firm or body corporate engaged by the Company in the process of the implementation of the Project;
- 1.2.11 "Control Centre" or "State Load Dispatch Centre" or "SLDC" means the Government's State Load Dispatch Centre located at Gangtok;
- 1.2.12 "Debt" means the amount of any loan, non convertible debenture, lease or other similar obligation including raised and received by the Company under the Financing Agreements and actually expended (or to be expended) for the Project.
- 1.2.13 "Deliverable Energy" means the electrical Energy generated by the Project, as measured at the Interconnection Point(s) at the switchyard of the Power Station.

For SHIGAENERGY PVT LTD

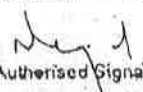
  
Authorized Signatory


  
PCE-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



- 1.2.14 "Department" means the Energy and Power Department, Government of Sikkim.
- 1.2.15 "Dispute" shall have the meaning as specified in Article 9.
- 1.2.16 "Effective Date" means the date of signing of this Agreement.
- 1.2.17 "Detailed Project Report" (DPR) means the Detailed Project Report to be submitted by the Company and to be approved by the competent authority.
- 1.2.18 "Equity" means the aggregate of all subscribed and paid up share capital of the Company in different currencies as converted to Rupees, including preferential equity by application of the procedure approved by the Authority/GOI as invested in the Project and held by one or more shareholders in the Company which shall be in accordance with the financial plan.
- 1.2.19 "Financial Closure" means the date on which the Financing Agreements have been duly executed and the Company has access to such funding under the Financing Agreements.
- 1.2.20 "Financing Agreement" mean the loan agreements, notes, indentures, security agreements, letters of credit, equity arrangements and other documents relating to the financing (including refinancing) of the Project and the capital cost or any part thereof, as amended, supplemented or modified from time to time and approved by the competent authority.
- 1.2.21 "Force Majeure" shall have the meaning as ascribed thereto in Article 6.
- 1.2.22 "Government" means the Government of Sikkim.
- 1.2.23 "GOI" means the Government of India.
- 1.2.24 "Government Supply" shall have the meaning set forth in Clause 4.1 and 4.2.
- 1.2.25 "Grid/Grid System" means the network of power station interconnection with different power generating stations, transmission lines and sub-stations for transmitting the electrical output from the interconnection point up to main load centre(s).
- 1.2.26 "SSERC" means Sikkim State Electricity Regulatory Commission.
- 1.2.27 "Interconnection Facilities" means all the facilities which shall include, without limitation, switching equipment, communication, protection, control and metering devices, etc. at the interconnection point(s) in the switchyard of the generating station to be installed and maintained by the Company to enable evacuation of Power output from the Project in accordance with this Agreement.
- 1.2.28 "interconnection Point" means the physical touch point at the switchyard of the Power Station where the Project Line(s) and the allied equipments forming a part of the interconnection facilities are connected to the Out Going Feeder.
- 1.2.29 "Law" means any Act, rule, regulation, notification, order or instruction having the force of Law enacted or issued by any competent legislature, Government or statutory authority in India.
- 1.2.30 "MOEF" means Ministry of Environment & Forests, Government of India or its successor Authority/Agency.
- 1.2.31 "Month" means the English Calendar month.

For SHIGA ENERGY PVT LTD

  
Authorised Signatory

  
PCE-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



1.2.32 "Net Saleable Energy" means the electrical energy in kWh delivered by the Company at the Interconnection Point less the Government Supply.

1.2.33 "ERLDC" means "Eastern Regional Load Dispatch Centre" or its successors, administrators or assigns.

1.2.34 "PGCIL" means Power Grid Corporation of India Limited.\*

1.2.35 "Parties" mean the Government and the Company collectively.

1.2.36 "Party" means the Government and/or the Company individually.

1.2.37 "Permanent Works" mean the permanent Works 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.

1.2.38 "Power Purchase Agreement (PPA)" means a contractual agreement to be signed by the Company with an electricity consumer, trader or any other parties permitted under the statute to purchase the power.

1.2.39 "Project" means the Tashiding Hydro Electric Project proposed to be established on the Rathong Chu river downstream of the confluence of Rimbi Khola into Rathong Chu, West District of Sikkim, India including complete hydroelectric power generating facility covering all components such as dam, intake works, water conductor system, power station, generating units, project roads, bridges, offices, residential facilities, stores, guest houses, security office and other connected facilities including the Interconnection Facilities.

1.2.40 "Prudent Utility Practices" means those practices, methods, techniques and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring safe, efficient and economic design, engineering, construction, commissioning, testing, operation and maintenance of various components of the Project of the type specified in this Agreement and which practices, methods and standards shall be adjusted as necessary to take account of,

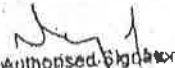
- I. Installation, operation and maintenance guidelines recommended by the manufacturers of plant and equipment to be incorporated in the project;
- II. the requirements of Indian Law; and
- III. Physical conditions at the site;
- IV. Practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in electric utility and for power generation in India;


1.2.41 "Scheduled Commercial Operation Date" means the date by which the Company shall have achieved the Commercial Operation of the above mentioned project, which shall be a maximum period of 72 (Seventy Two) months from the Date of this Agreement unless and otherwise extended by the Government due to reasons of Force Majeure or conditions beyond the control of the Parties.

1.2.42 "Site" means the site of Project appurtenances, generating plant including land, waterways, roads and rights acquired or to be acquired by Company for the purposes of the Project.

1.2.43. "State" means the State of Sikkim.

\* For SHIGA ENERGY PVT LTD

  
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PCE-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



1.2.44 "Station" means the Tashiding Hydro Electric Power Station.

1.2.45 "Temporary Works" mean all temporary Works of any kind required in connection with the implementation of the Project and that are incidental and ancillary to the design, engineering and construction of the Project and are constructed/installed and maintained till the Commercial Operation Date of the Project, and not forming part of Permanent Works.

1.2.46 "Unit" means one/more hydro generator(s) including ancillary equipment and facilities thereto.

1.2.47 "Works" means all works of civil, electrical and mechanical nature and including design, engineering, services, supplies and other works activities required and necessary for the implementation of the Project and shall also include the Permanent Works and the Temporary Works.

1.2.48 "Saving period" means the difference in the period between the actual commercial operation date of the plant and six years from the date of the agreement.

## Article 2

### TERM OF THE AGREEMENT

#### 2.1 Effectiveness.

This Agreement shall come into force from the date of signing of this Agreement.

#### 2.2 Agreement Period.

2.2.1 This Agreement shall remain in force for a period of 35 (Thirty Five) years from the Commercial Operation Date of the Project unless terminated earlier in accordance with the provisions of the Agreement.

2.2.2 This Agreement may be extended further at the sole discretion of the Government on mutually agreed terms.

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 at the end of the Agreement period.

#### 2.3 Survival.

The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either Party under this Agreement nor shall it affect any continuing obligations, which this Agreement provides whether expressly or impliedly.

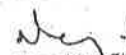
## Article 3


### OBLIGATIONS OF THE GOVERNMENT

#### 3.1 Granting Consents/Permissions and Assistance in Obtaining Clearances.

The Government hereby agrees to grant to the Company all consents, permissions, statutory/non-statutory, within its purview, to undertake establish, operate and maintain the Project, provided however that the Company makes diligent and complete applications for obtaining such statutory/non-statutory consents or permissions. The Government in association with SPDC shall assist the Company for expediting the various statutory/non-statutory clearances required for the implementation of the Projects, from various

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competent authorities of the State Government/Central Government or the Board. The Government shall promptly forward all relevant proposals received from the Company to the Government authorities. The responsibility of obtaining these approvals/clearances shall, however, rest with the Company only.

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**3.2 Use of materials.**

The Government shall permit the Company, in accordance with the Law to collect and use boulders, stones, shingles, limestone and other building materials, except precious and semi-precious materials, from the river beds, and/or from the land acquired or transferred to or leased out to the Company for the Project, on payment of royalty in accordance with the Government rules/rates in force from time to time.

**3.3 Acquisition and transfer of land.**

(a) The Government in association with SPDC shall acquire, and in accordance with the provisions of Land Acquisition Act under the State Government and other applicable laws, such private lands within the State of Sikkim as may be required by the Company for construction, operation and maintenance of the Project (Acquired Land) and transfer such Acquired Land (except forest land) in favour of the Company for implementing the Project, at the request and at the expense of the Company including service charges of maximum to the extent of 1.5 percent (one and half percent) of the cost of land payable to SPDC.

(b) The Government in association with SPDC shall provide necessary assistance to the Company in obtaining permission of the competent Authority for the removal of trees standing on the Acquired Land and on the Government lands which in its reasonable opinion are required to be felled or removed for the Implementation of the Project

**3.4 Lease of Land for Permanent Works**

Upon the request of the Company and subject to the provisions of laws in force, the Government in association with SPDC shall, on such terms and conditions and rates prescribed by the Government from time to time provide for, on a long term lease of 35 (thirty five) years/agreement period, the Government land required for Permanent Works, as may be necessary for the construction, operation and maintenance of the Project.

**3.5 Lease of land for Temporary Works**

Upon the request of the Company and subject to the provisions of laws in force, the Government shall provide, on such terms and conditions and rates as may be prescribed by the Government from time to time, on a short term lease for a period not exceeding 15 (Fifteen) years, such Government land required for Temporary Works, as is considered reasonably necessary by the Government.


**3.6 Rehabilitation and Resettlement Plan**


The Company shall, wherever required and subject to the approval of the competent authority, prepare a rehabilitation and re-settlement plan in coordination with the Government for local residents that might be adversely affected or displaced due to construction of the Project at the Site as on the Effective Date. The cost of preparation and implementation of the above plan shall be borne by the Company and implemented under the supervision of the Government.

**3.7 Up gradation of Roads and Bridges**

The Company, by fulfilling the requirements of the different Departments/Agencies, shall, at its costs construct, widen and strengthen such roads or bridges within the State of Sikkim as are considered reasonably

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necessary by the Company for the implementation of the project. Alternatively, the Government shall, at the cost of the Company, construct, widen and strengthen such roads or bridges within the State of Sikkim as are considered reasonably necessary by the Company for the implementation of the project.

**3.8 Approvals for Sale/Use of Energy**

- (1) The Company shall have the option to dispose off power from the project, after allowing for Government Supply in any one or more of the following modes:
  - I. To make captive use for the industry to be set up in the State of Sikkim; and/or
  - II. To sell power outside the State of Sikkim; and/or
  - III. To make third party sale within the State of Sikkim with the approval of the Govt. of Sikkim.
- (2) Upon application thereof being made, the Government shall, in accordance with the Laws, promptly issue any approval required to be obtained from it in connection with disposal of power as per the modes specified in Clause 4.1 hereafter provided that all requirements and conditions for the grant of such approvals have been duly and timely met by the Company.
- (3) Upon application thereof being made, the Government shall, in accordance with the Law, promptly issue any approval required to be obtained from it in connection with the Power Purchase Agreement(s)/captive use, provided that all requirements and conditions for the grant of such approvals have been duly and timely met by the Company.

**3.9 Evacuation of Power**

The responsibility of evacuation of power from the Power Station to the point of consumption lies with the Company. The Company shall make necessary arrangements for the same. However, in case the Government, in association with SPDC, develops the transmission system on its own or in consortium, the Company, at its discretion can transmit the power by making payment of transmission charges as decided by the Government, or its competent authority.

Notwithstanding the above, the Company would be entitled to build/construct by itself or use the Transmission System of any other person for the purposes of the Sale of the Power from the Project. Upon the application being made by the Corporation, the Government will grant all necessary permissions/approvals required for the said purpose.


**3.9.1 Other Approvals**

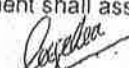
If any approval is required under the Law by the Company, the lenders or Contractor(s) with respect to the Project, upon application being made by the Company, Government shall take all reasonable and appropriate steps within its administrative power and as permissible by Law, to ensure that such approval is granted expeditiously.

**3.11. Communication**

The Government in association with SPDC shall provide due assistance to the Company to obtain, in accordance with the prevailing Law and regulations, necessary permits to install and use suitable radio communication systems including satellite communication equipment and walkie-talkies. Any system connecting with the national telecommunication system or any international telecommunication system will be subject to the approval/license from the relevant authorities for the issuance of which Government shall assist.

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**3.12. Explosives**

The Government in association with SPDC shall provide due assistance to the Company under the Law and regulations, to obtain permission to procure, store and use such explosives which are required for the Project; provided that the responsibility of obtaining such a clearance and making the necessary arrangements shall rest with the Company. All the responsibilities of safe storing, using and proper accounting of the explosives in accordance with the relevant provisions of the Explosive Act shall rest with the Company.

**3.13. Import License**

The Government in association with SPDC shall provide due assistance to the Company in obtaining all necessary import licenses for the Project from the relevant GOI authorities to the extent permissible by Law. The Company shall submit a list of such equipments required to be imported for the Project to the Government for approval.

**3.14. Upstream/Downstream Projects**

The Government in association with SPDC shall be entitled to survey, investigate and implement any river valley power generation scheme, upstream or downstream of the Project. However, the Government shall ensure that the planning, design, construction of any other power project upstream or downstream of the Project shall not be materially/adversely detrimental to the Project and to the annual energy generation from the Project.

**3.15. Monitoring Committee**

The Government shall constitute a multi-disciplinary Committee comprising representatives of the Company and representatives from various Departments of the Government to monitor the issues arising during the implementation of the Project. The Committee shall also draw up the methodology to regulate the payments to be made by the Company to the various departments of the Government in connection with the implementation of the Project. The Committee shall meet at such intervals, preferably quarterly at such place as may be decided by it. The Committee or any of its members shall have no authority to alter, amend or modify in any manner whatsoever the terms and conditions of this Agreement.

**3.16. Construction Power**

The Government shall cause the Energy & Power Department to provide adequate construction power to the Project at the cost of the Company. The construction power shall be supplied at the Department's bulk supply tariff as applicable from time to time. However, the Government makes no commitment to ensure un-interrupted power supply.

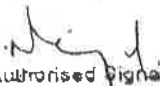
**3.17. Police Post**


At the request of the Company, the Government shall provide Police protection to the Company, its assets, its personnel and its representatives and also establish a Police Post to maintain law and order in the Project Areas for such period as may be requested by the Company and the Company shall bear the establishment, operation and maintenance cost on this account.

**3.18. Project Level Welfare Committee**

The Government will constitute a Project Level Welfare Committee consisting of the Local Politicians, Gram Panchayat, Village Representatives, Local Administrations and Company Representatives to look after the welfare of the local people in respect of socio-economic development and employment opportunities, etc. The Committee or any of its members shall have no authority to alter, amend or modify in any manner whatsoever the terms and conditions of this Agreement.

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**3.19. Mortgaging of Land**

The Government agrees to permit mortgaging of land acquired/diverted for the Project except forest land as per Rules in favour of the Financial Institutions/Banks/Lenders in order that the Financial Closure of the Project is achieved / expedited

**3.20. Change in the Capacity of the Projects**

The Government permits the Company, if warranted by design parameters, to increase/decrease the installed capacity of the project up to 10 (Ten percent) of the capacity. In case it is necessary to increase/decrease the capacity by more than 10% (Ten percent), the Company shall seek the approval of the Government.

**3.21. Incentives given by Government**

Any Incentives given by the Government in future to the Independent Power Producers (IPPs) in the State of Sikkim would be extended to the Project also.

**3.22. Imposition of Tax/Duty**

The Government shall impose an Environment Cess, according to law, which shall be @ One paise per unit of electricity sold and shall be collected at source for the amount of electricity generated by the Company and sold to its customers. Besides this environment cess, the Government shall not impose any other tax/duty/cess of any nature whatsoever on the Sale of Power within the State or outside the State from the Project either by the Company directly or by any other entity floated by the Company for this purpose.

**3.23. Cooperation by the Government**

The Government will extend all necessary help and co-operation to the Company and assist the Company in obtaining the Restricted Area Permits for its employees, contractors, agents and representatives.

**Article 4****OBLIGATIONS OF THE COMPANY****4.1. Mode of Sale of Power**

The Company shall have the option to dispose of power from the Project after allowing for Government Supply in any one or more of the following modes;

- (i). to make captive use for the industry to be set up in the State of Sikkim; or
- (ii). to sell power outside the State of Sikkim; and
- (iii). To make third party sale within the State of Sikkim with the permission of the Government of Sikkim.

The Company shall pay the necessary wheeling charges including charges on account of transmission losses prevalent at that time towards the energy transmitted, in case the company uses the Sikkim's Transmission/distribution system for transfer of power up to the appropriate delivery point/interstate point as per (i) to (iii) above, as the case may be.

**4.2. Government Supply**

- 4.2.1** The royalty in the shape of free power shall be levied @ 12% (Twelve percent) of the Deliverable Energy (Net generation measured at the interconnection Point) of the Project or money equivalent thereof, as per the discretion of the Government, from the project for the first 15 (Fifteen) years of operation and @ 15 % (Fifteen percent) or money equivalent thereof, as per the discretion of the Government, for the period from 16<sup>th</sup> (Sixteenth) to 35<sup>th</sup> (Thirty Fifth) year for the period starting from the date of COD of the Project and at such times as may be mutually agreed upon for the period that may be extended in terms of Clause

For SMGA ENERGY PVT LTD

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2.2.2. However, the State Government, at its discretion may receive the money in lieu of free power at a rate to be mutually agreed from time to time.

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4.2.2 The Company shall supply additional 1% (one percent) free power of the electricity generated at the interconnection Point(s) or money equivalent thereof from the project for the entire period of 35 (Thirty Five) years from the Commercial Operation Date (COD) of the Project towards Local Area Development Fund as per Hydro Power Policy 2008. The State Government, at its discretion may receive the money in lieu of free power at a rate to be mutually agreed from time to time.

4.2.3 The Company shall also ensure that any Agreement for disposal of power by any of the modes specified in clause 4.1 above entered into by it with the third party (ies) shall not be detrimental to the rights of the Government envisaged in this Clause.

**4.3. Project Performance**

The Company shall ensure that the execution, operation and maintenance of the project is in conformity with Prudent Utility Practices and the manufacturer's specifications.

**4.4. Rehabilitation and Resettlement Plan**

The Company shall prepare rehabilitation and resettlement plan in coordination with the Government and implementation thereof will be done under the supervision of the Government at the cost of the Company pursuant to Clause 3.6. The amount so incurred shall form part of the Project cost.

**4.5. Safety measures**

The Company shall ensure proper quality control and safety measures during implementation of the Projects including any geological study, construction and testing at the sites. The Government shall have the right to institute an appropriate mechanism to ensure the compliance by the Company in this regard.

**4.6. Catchment Area Treatment Plan**

The Company shall make suitable financial provisions in the Project cost for the catchment area treatment plans as determined by the State Forests, Wild Life & Environment Management Department of the Government and as approved by the Ministry of Environment & Forests, Government of India. The cost involved on this account shall be paid by the Company to the concerned authorities of the Government.


**4.7. Commissioning of the Project**


The Company shall start the construction of the Project within 6 (Six) months from the date of obtaining all the Clearances of the Project and the Commercial Operation of the Project shall be achieved within a period of 72 (Seventy Two) months from the date of this Agreement.

The Company shall initiate the process for obtaining Environment Clearance within one month from the date of approval of the Detail Project Report by the competent authority and shall keep the Government informed of the status and progress in respect of Environment Clearance on a monthly basis.

In case the Company is unable to commission the Project within the aforesaid time period for reasons exclusively attributable to the Company, the Company shall be liable to pay a Penalty @ Rs. 10,000/- (Rupees Ten thousand) Per MW Per Month to the Government for delay beyond the aforesaid time period for the Commercial Operation of the Project.

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In case the Company is able to commission the project within the period of 72 (Seventy Two) months from the date of this agreement, the 'saving period' thus obtained shall be added to the agreement period as given in the clause.2.2.1.

**4.8 Environmental Impact Assessment (EIA) Studies**

The Company shall carry out the Environmental Impact Assessment (EIA) Studies through the Forests, Wild Life & Environment Management Department of the State Government, in case the Company has already not engaged any consultant. However, if the Company has already engaged any consultant, then the Company shall carry out the Environmental Impact Assessment (EIA) Studies in consultation with the Forests, Wild Life & Environment Management Department of the State Government, as required under the Environmental (Protection) Act, 1986, and obtain the consent of State Pollution Control Board.

**4.9 Maintaining Ecological Balance**

The Company shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of works. The Company shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Works.

**4.10 Project Roads**

If the company desires to entrust the job of constructing the various project roads to the Government, the Government in association with SPDC will undertake to obtain required land and construct the road at the cost of the Company.

**4.11 Ensuring Flow of Water**

The Company shall ensure such minimum flow of water immediately downstream of the weir/barrage/dam for downstream requirements as specified in the environmental clearance.

**4.12. Fishing, Recreational and Navigational Rights**

The fishing, recreational and navigational rights in the river, water, channels, reservoirs, lakes shall remain vested in the Government subject only to such restrictions as may be necessary for the operational requirements, safety and security of the Project.

**4.13 Water requirement for construction**

The Company shall ensure that the water requirement for construction of the Project including potable water shall be generally arranged and harnessed by them from the river source. The local sources of water supply may be utilized by the Company only to the extent it does not adversely affect the local people.

**4.14 Dumping of Excavated Material.**


The Company shall ensure that the materials excavated from the site shall be dumped in the area duly approved by the State Pollution Control Board.

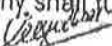
**4.15 Recruitment of Staff/Labour**

**4.15.1.** The Company as well as its contractors shall ensure that all the unskilled/skilled manpower including executives as may be required for implementation of the Project shall be recruited as per the Sikkim Promotion of Local Employment Act 2008.

The Company shall ensure that import of labour from outside the State is made in a limited manner. Those that are brought in shall be examined medically and registered with the local authorities for a period not beyond 6 (Six) months after the commissioning date of the Project. The Company shall furnish list of names

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Government of Sikkim



of non-Sikkimese persons engaged in the project, who will require restricted area permit from the Government of Sikkim to work in the Project specifying the nature of works and particulars. Whenever they would leave the project permanently, it shall be obligatory for the Company to intimate of such fact to the State Government along with particulars of replacements, if any. The Company shall liaise with the State Government in all such matters and shall allow the District Authorities or Officers of the concerned Departments to make inspections of the project site, relevant registers, books, etc. for the purpose.

**4.16. Displaced Families**

The Company shall provide employment to one member of each of the displaced families or adversely affected as a result of the acquisition of land for the Projects covered in the Rehabilitation Plan referred to in Clause 3.6 and 4.4 above in the process of the construction of the Project and such employment shall cease immediately on completion of construction of the project.

**4.17. Use of Facilities.**

Subject to availability, security, safety, law and order and operational factors being met, the Company shall permit free use by the Government and the general public of all service roads constructed and maintained by it for the Projects after they have been commissioned. Other facilities like hospitals, post offices, schools, etc. shall also be extended to the local public as per the guidelines of the Company in this regard based on the objective of providing such facilities.

**4.18. Evacuation of Power**

The responsibility of evacuation of power from the Power Station to the point of consumption lies with the Company. The Company shall make necessary arrangements for the same. However, in case the Government, in association with SPDC, develops the transmission system on its own or in consortium, the Company, at its discretion can transmit the power by making payment of transmission charges as decided by the Government, or its competent authority.

Notwithstanding the above, the Company would be entitled to build/construct by itself or use the Transmission System of any other person for the purposes of the Sale of the Power from the Project. Upon the application being made by the Corporation, the Government will grant all necessary permissions/approvals required for the said purpose.

**4.19. Usage of Land**

The Company shall ensure that the land is used only for the Project and activities ancillary to the Project.

**4.20. Use of Materials**

During the implementation of the Project, in case any object of archaeological importance is found by the Company or by any of its employees/Contractors, the Company shall arrange to hand over the same to the Government free of cost; provided that, in case any precious or semi-precious material is located, the Company shall inform the Government immediately and shall then abide by the instructions of the Government which shall be communicated within a period of 2 (Two) months from the date of receipt of such intimation from the Company.

For SINGA ENERGY PVT LTD

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Energy & Power Department  
Government of Sikkim



**4.21. Adherence to Laws.**

The Company shall follow all the relevant laws, including, without limitation, all labour laws and shall also provide for safety provisions as per the Indian Electricity Act, 2003.

**4.22. Standing Properties in the Land transferred to the Company.**

The Company shall pay to the Government the cost of the standing crops as are required to be removed or damaged in the execution of the Projects at prevailing market rates as may be notified by the Government from time to time.

**4.23. Project Maintenance.**

The Company shall ensure that the Project is in good working condition as per the Prudent Utility Practices during the Agreement Period.

**4.24. Tax Deduction at source.**

The Company shall ensure that the taxes deducted at source according to law/rules/regulations, for the payments made for the works within the State of Sikkim, are deposited with the competent authority.

**4.25. Indemnity.**

The Company shall be fully responsible for any damage or loss arising out of the construction, operation or maintenance of the Projects to any property or person.

**4.26. Site Investigation.**

The Company shall be deemed to have conducted a due diligence exercise in respect of all the aspects of the Project, including a detailed survey of the Site. The failure to investigate fully the Sites or sub-surface conditions shall not relieve the Company from its responsibility for successfully implementing the Project.

**4.27. Construction Power.**

The Company shall pay to the Government of Sikkim for the Construction Power (including service line charges) by the Company in accordance with the Department's standard terms and conditions for such construction power at the Energy & Power Department's tariff rates applicable from time to time for bulk supply consumers, or, at the Company's option, use alternate sources of construction power at no cost to the Department. The Company shall make its own arrangements for stand by power for the period when the Government is unable to supply the requisite Construction Power.

**4.28. Protection of Fish Culture**

The Company shall take appropriate steps, as may be required, for the protection of fish culture as per environmental requirements.

**4.29. Sharing of Data**

The Company shall share with the Government of Sikkim all the data of the studies made by them in this Project.


**4.30 Approval of Detailed Project Report**


The Company shall submit the Detailed Project Report and obtain the approval of the competent authority.

**4.31 Transfer/Sell of Project**

The Company shall not be permitted to transfer or sell the projects without obtaining the prior permission of the Government/SPDC.

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**4.32 Renaming of Project Area**

The company shall not name/rename any of the locality in the vicinity of the project area. In case the company desires to name a locality, then it shall request the Government, which shall, decide on a name in accordance with the local culture and tradition. The company shall also ensure that the buildings in its project are constructed reflecting the Sikkim's traditional style of buildings.

**4.33 Utilisation of SNT Trucks:**

The Company shall give first preference in transportation of Goods for the Project to Sikkim Nationalized Transport (SNT).

**4.34 Non- Refundable Processing Fee:**

The Company shall deposit a sum of Rs 8,80,000.00 (Rupees Eight Lakh Eighty Thousand) only @ Rs. 10,000.00 per MW of installed capacity of the project towards non- refundable processing fee by demand draft in favour of the PCE cum Secretary, Energy & Power Department, Government of Sikkim within a period of 30(thirty) days from the date of signing of the agreement.

**4.35 Business and Contract Opportunity to the Locals:**

The Company shall provide business and contract opportunities to the local bonafide residents of Sikkim according to their capability and strength except the major contracts for tunneling, dam, power house, surge shaft, electro-mechanical, hydro-mechanical and supply of construction materials, etc as per the policy of the Government. Place of tendering for works such as approach roads, quarters, colonies, buildings other than power house shall be the project areas and preference shall be given to the capable local contractors so that the local people get benefits from such works of the Projects.

**Article 5**

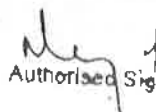
**TERMINATION AND TAKING OVER OF THE PROJECT**


**5.1.** In the event it is eventually confirmed as impossible or impractical to start the construction of the Project within six months from the date of obtaining all the clearances, for reasons exclusively attributable to the Company, the Government reserves the right to terminate the Agreement.

**5.2.** In the event of stoppage of construction on the main Project components by the Company, for a period of more than twelve months for reasons not covered under Force Majeure and for reasons attributable to the Company and/or abandonment of the Project by the Company, the Government shall, after giving due opportunity to the Company to rectify the same, have the right to terminate this Agreement. In the event of termination of this Agreement under this clause, the Government shall have the option to take over the Project after assuming all the Debt servicing obligations of the Company, to the extent drawn for the Project, as on the date of termination. Notwithstanding any investment by the Government under this Clause, the Company shall be liable to pay all the dues owed to the Government by the Company pursuant to this Agreement.

**5.3.** After the expiry of the Agreement Period referred to in Clause 2.2, the Project including its all assets and works shall be transferred to the Government free of cost and in good operating conditions.

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Government of Sikkim



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Article 6

FORCE MAJEURE

- 6.1. For the purpose of this Agreement, "Force Majeure" shall mean an event, which is unforeseeable, beyond the control of the Company and not involving the Company's fault or negligence. Such events may include without limitation, acts of the Government/GOI either in its sovereign or its contractual capacity, war, civil war, insurrection, political/public agitations, riots, resolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes or any other act of nature or God, or any other event analogous to the foregoing.
- 6.2. If a Force Majeure situation arises, the Company shall promptly notify the Government in writing of such conditions and the cause thereof. Unless otherwise directed by the Government in writing, the Company shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.3. In the event a Party is rendered unable to perform any obligations required to be performed by it under this Agreement by Force Majeure, the particular obligations shall, upon notification to the other Party, be suspended for the period of Force Majeure. The time for performance of the relative obligations suspended by Force Majeure shall be extendable by the period of delay, which is directly attributable to Force Majeure.

Article 7

CONFIDENTIALITY

- 7.1. Each Party hereto agrees that it shall not divulge any trade, commercial or technical secrets or confidential matters of one another to any third party, save and except for the purpose of implementation, operation and maintenance of the Project.

Article 8

GOVERNING LAW

- 8.1. The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and construed according to Law. This Agreement shall be subject to the jurisdiction of the competent Courts of Sikkim.

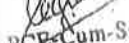
Article 9

RESOLUTION OF DISPUTES

- 9.1 All matters, questions, disputes or difference whatsoever arising between the parties in respect of construction, meaning, operation or effect of the contract or relating to the contract of breach thereof shall be settled by way of Arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 including any statutory modification or variation thereof, by reference to a single arbitrator in case the Parties agree upon one, and in the absence of such Agreement by reference to 3 (Three) Arbitrators, one to be appointed by the First Party, and one to be appointed by the Second Party. The 2 (Two) Arbitrators, one appointed by the First Party and one appointed by the Second Party shall appoint the Third Arbitrator. In case both the Arbitrators appointed by the parties fail to arrive at an Agreement as to the appointment of the Third Arbitrator, the Third Arbitrator shall

For SHIGA ENERGY PVT LTD

  
Authorized Signatory

  
PCB-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



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be appointed by Court of Sikkim from the panel of names to be submitted by the Indian Council of Arbitration. All expenses of such Third Arbitrator to be appointed by the Court of Sikkim/jointly by the Arbitrators shall be borne and paid by the parties in equal proportion. The Arbitrators will give a speaking Award.

9.2 The Arbitral Tribunal such constituted, as above would not have the Powers of issuing/granting any injunction/ restrain/ prohibitory order or any other interim order which is in the nature of injunction/ restrain/ prohibition including the order of Appointment of Receiver and any other order of the like nature.

9.3 The Award rendered in any Arbitration commenced hereunder shall be final and binding. The Parties agree that neither party shall have any right to commence or maintain any legal action nor Proceedings concerning a dispute until the dispute had been determined in accordance with the Arbitration Procedure.

- (a) During the pendency of any Arbitration the Parties shall continue to perform their respective obligations as detailed in this Agreement unless such performance cannot be reasonably continued.
- (b) The Arbitration Proceedings shall take place in Sikkim only and the Courts of Sikkim shall alone have jurisdiction to this purpose.
- (c) The right to Arbitrate disputes under this Agreement shall survive the expiry of term or the Termination of this Agreement.

#### Article 10

##### ASSIGNMENT AND AMENDMENTS

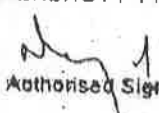
- 10.1. The Company shall be allowed to promote/incorporate new or use existing public/private Limited Company as SPV (Special Purpose Vehicle) for the implementation of the project. All rights and obligations under this Agreement shall thereafter be transferred to the new Company with the prior approval of the Government.
- 10.2. The Company may, only for the purpose of arranging or rearranging finance for the project, assign or otherwise transfer all or any portion of its rights and benefits but not its obligations under the Agreement to any other person or entity.
- 10.3. No amendment or waiver of any provision of the Agreement, and no consent to any departure by either Party here from, shall in any event be effective unless the same shall be in writing and signed by each of the Parties.

#### Article 11

##### COMMUNICATION

- 11.1. Any communication/notice by one Party to the other Party shall be in English under this Agreement and shall be deemed to be served if sent by cable, fax or E-mail followed by a confirmation letter delivered by hand or by registered mail to the respective addresses.

For SHIGA ENERGY PVT. LTD

  
Authorised Signatory

  
PCE-Cum-Secretary  
Energy & Power Department  
Government of Sikkim



# 11.2. Communication should be addressed as below: -

## If to the Company

M/S Shiga Energy Private Limited,  
5<sup>th</sup> Floor, Tower "C", DLF Building No. 8, DLF Cyber City,  
Phase - II, Gurgaon - 122002.  
Tel: +91-124-4696300.  
Fax: +91-124-4696311.  
Email: nagtrao@yahoo.com

## If to the Government

Principal Chief Engineer cum Secretary,  
Energy & Power Department,  
Government of Sikkim,  
Sonam Tshering Marg,  
Gangtok-737 101, INDIA  
Tel: +91-3592-202244/202284/229199  
Fax: +91-3592-202927/202284/228186  
Email: pwangchen@gmail.com


# 11.3. Either Party may change the address and/or addresses to which such communications/notices are to be delivered or mailed by duly notifying the other Party.

IN WITNESS, therefore, the Parties hereto have executed and delivered this Agreement at Gangtok, Sikkim on the date first written above.

Witness

1.

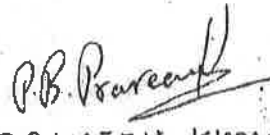
2.

  
(P. Wangchen),  
Principal Chief Engineer cum Secretary,  
Energy & Power Department  
Government of Sikkim  
Gangtok-737101.


For On Behalf of The Governor of Sikkim  
First Party

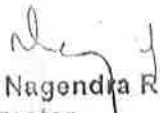
Witness

1.

  
(P.B. PRAVEEN KUMAR)

2.

  
(Dawa Doma Lepcha)

  
(T. Nagendra Rao),  
Director,  
M/S Shiga Energy Private Limited,  
5<sup>th</sup> Floor, Tower "C", DLF Building No. 8,  
DLF Cyber City, Phase- II,  
Gurgaon - 122002.

For on Behalf of the Company  
Second Party



TEN RUPEES



दश रुपया

Sl. No.

283686

LEASE DEED

रु. ६५२

THIS LEASE AGREEMENT (herein after referred to as the "Lease Deed") is made on this the 24<sup>th</sup> day of Sept. 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;

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

Cum-Secretary  
& Power Department  
Government of Sikkim  
Gangtok

For SHIGA ENERGY PVT. LTD.  
P.B. Kumar  
(P.B. PRAVEEN KUMAR)  
DIRECTOR



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.
2. 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.
4. That the LESSEE 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.

For cum Secretary  
the P & Power Department  
Government of Sikkim  
Gangtok

For SHIGA ENERGY LTD. LTD.  
P.B. Prasad  
DIRECTOR



6. 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, lispends 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 duly 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 after the agreement period.

Energy & Power Department  
Government of Sikkim  
Gangtok

SHIGA ENERGY PVT. LTD.

(P.B. PRAVEEN KUMARI)  
DIRECTOR



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.
18. 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 14<sup>th</sup> April 1949.

#### ARBITRATION



- 1) All matters, questions, disputes or differences whatsoever arising between the parties in respect of construction, meaning operation or effect of the contract or relating to the contract 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 statutory 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 DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf, of the Governor of Sikkim.

**RC-cum-Secretary**  
Energy & Power Department  
The Government of Sikkim  
Gangtok

Energy and Power Department, Gangtok  
East Sikkim 737101

For SHIGA ENERGY PRIVATE LIMITED

*P.B. Praveen Kumar*  
24/9/15  
(P.B. PRAVEEN KUMAR)

Authorised Signatory For  
Shiga Energy Private Limited,  
207, Chiranjeev Tower,  
43, Nehru Place, New Delhi-110019(India).



Witness No-1:

Witness No-2:

*Karma Lodro Gyurmed*  
24/9/15  
KARMA LODRO GYURMED  
Executive Engineer (Trading)  
Energy & Power Deptt.  
Govt. of Sikkim

*C. L. Thakur*  
24/9/15

**RC-cum-Secretary**  
& Power Department  
Government of Sikkim  
Gangtok



SCHEDULE REFERED TO AND FORMING PART OF LEASE DEED  
DATE: 24<sup>TH</sup> Sept. 2015

SL.NO	PLOT NOS.	AREA IN HA	BLOCK
PRIVATE LAND			
1.	1067(P)	0.6320	Labing
2.	1066(P)	0.0900	Labing
3.	1068(P)	0.0090	Labing
4.	1437(P)	0.0400	Labing
5.	1436(P)	0.0120	Labing
6.	1443(P)	0.0320	Labing
7.	1447(P)	0.1320	Labing
8.	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
16.	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  
Energy & Power Department  
Government of Sikkim  
Gangtok

For SHIGA ENERGY PVT. LTD.  
*(P.B. PRAVEEN KUMAR)*  
DIRECTOR

*(Signature)*



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)	0.0870	Chumbung
7.	29(P)	0.1400	Chumbung
8.	27	0.1080	Chumbung
9.	26	0.0300	Chumbung
10.	23	0.0080	Chumbung
11.	24	0.1010	Chumbung
12.	25	0.0540	Chumbung
13.	17(P)	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	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

2.  
PCE-cum-Secretary  
Energy & Power Department  
Government of Sikkim  
Gangtok

For SHIGA ENERGY PVT. LTD.

P.B. Praveen Kumar  
(P.B. PRAVEEN KUMAR)  
DIRECTOR

SUB-REGISTRAR  
WEST DISTRICT, GYALSHING



Sl.No	PLOT NOS.	AREA IN HA	BLOCK
1.	1038(P)	0.0320	Gerathang
2.	1047	0.3200	Gerathang
3.	1053	0.2160	Gerathang
4.	1054	0.1740	Gerathang
5.	1057	0.0840	Gerathang
6.	1040(P)	0.2800	Gerathang
7.	1041	0.0640	Gerathang
8.	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(P)	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.

3

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

For SHIGA ENERGY PVT. LTD.

(P.B. PRAVEEN KOMAR)  
DIRECTOR

SUB-REGISTRAR  
WEST DISTRICT, GYALSHING



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SCHEDULE REFERED TO AND FORMING PART OF LEASE DEED  
DATE 24<sup>TH</sup> Sept. 2015

SL.NO	PLOT NOS.	AREA IN HA	BLOCK
1.	655(P)	0.0340	OMLOK
2.	631(P)	0.0640	OMLOK
3.	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

Total= 4.2610

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

For SHIGA ENERGY PVT. LTD.  
(P.B. PRAVEEN KUMAR)  
DIRECTOR


SUB-REGISTRAR  
WEST DISTRICT, GYALSHING

P.B. PRAVEEN KUMAR  
DIRECTOR



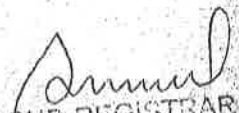
SL.NO.	PLOT NOS.	AREA IN HA	BLOCK
1.	70(P)	0.1010	Bhaluthang
2.	72(P)	0.0410	Bhaluthang
3.	74(P)	0.0200	Bhaluthang
4.	62(P)	0.0130	Bhaluthang
5.	61(P)	0.0940	Bhaluthang
6.	60(P)	0.0520	Bhaluthang
7.	53(P)	0.2710	Bhaluthang
8.	45(P)	0.1730	Bhaluthang
9.	24(P)	0.0120	Bhaluthang
10.	29(P)	0.1030	Bhaluthang
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
18.	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

  
 P.O.E-cum-Secretary  
 Energy & Power Department  
 Government of Sikkim  
 Gangtok

For SHIGA ENERGY PVT. LTD.

  
 (P.B. PRAVEEN KUMAR)  
 DIRECTOR

  
 SUP. REGISTRAR  
 WEST DISTRICT, GYALSHING



2.

SL.NO.	PLOT NOS.	AREA IN HA	BLOCK
1.	592	0.0940	Chumbung
2.	586	0.0900	Chumbung
3.	588	0.0340	Chumbung
4.	589	0.0900	Chumbung
5.	587	0.2020	Chumbung
6.	593	0.3420	Chumbung
7.	585	0.0780	Chumbung
8.	590	0.4840	Chumbung
9.	582	0.2600	Chumbung
10.	570	0.0620	Chumbung
11.	567	0.3480	Chumbung
12.	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
21.	1520	0.0620	Labing
22.	1496	0.0510	Labing
23.	1521	0.0100	Labing
24.	983	0.0800	Labing
25.	1047	0.2400	Gerathang

Total= 4.7460

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



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

For SHIGA ENERGY PVT. LTD.

(P.B. PRAVEEN KUMAR)  
DIRECTOR

3.

Sub-Registrar  
SUB-REGISTRAR  
WEST DISTRICT, GYALSHING





**STATE POLLUTION CONTROL BOARD SIKKIM**  
**DEPARTMENT OF FORESTS ENVIRONMENT & WILDLIFE MANAGEMENT**  
**GOVERNMENT OF SIKKIM**  
**DEORALI - 737101**

File No. 248/SPCB/ 9/9Dated: 6/7/17

To:

The Managing Director,  
M/s Shiga Energy Pvt. Ltd.,  
97 MW Tashiding HEP,  
Kaberthang, Geyzing,  
West Sikkim.

Sub: Consent to Operate.

In consideration of your application no. SEPL/F-6/16-17/593 dated: 22/02/2017, the State Pollution Control Board - Sikkim, hereby grants you Consent to Operate 97 MW Tashiding Hydro Electric Power Project, West Sikkim, under the provision of Section 25 of the Water (Prevention & Control of Pollution) Act, 1974 and Section 21 of the Air (Prevention & Control of Pollution) Act, 1981, subject to the following conditions:

1. That, this consent is meant for specific purpose only (97 MW);
2. That, any alteration in the process and the generation capacity shall require the prior approval of the Board;
3. That, you shall have facilities to prevent and control water pollution in the project area;
4. That, you shall have facilities to treat the wastewater generated by the Hydel project and reuse for toilet flushing or gardening purpose;
5. That, you shall keep a financial assistance of Rs.2.0 lakhs (Rupees Two lakhs) only to SPCB-Sikkim, to carry out pre and post environmental monitoring and evaluation of the project which shall be done by the SPCB Sikkim;
6. That, you shall release 2 cumec of total flow of water to maintain environmental flow even in lean season as mentioned in the Environmental clearance;
7. That, the solid waste from your project area should be collected/managed and treated in accordance with the provision of the Solid Waste Management Rules, 2016;
8. That, you shall ensure that no dumping of solid waste takes place near/into any aquatic bodies;
9. That, all leakage points to be sealed in batching plant and at the excavation site, quarry etc.;
10. That, all sewage and waste water generated from the project area shall be treated in treatment plant and treated water shall meet the following standard:

a)	pH	-	6 - 8
b)	Total Suspended Solids	-	100 mg/L
c)	BOD (3 days at 27° C)	-	30 mg/L
d)	Temperature	-	Shall not exceed 5° C above receiving water temp.
e)	Colour & Odour	-	All efforts should be made to remove colour & unpleasant odour rendering the treated water colourless & odourless

PTO







Phone: 281015, 281913  
Fax: 03592 -281913

**STATE POLLUTION CONTROL BOARD SIKKIM**  
**DEPARTMENT OF FORESTS ENVIRONMENT & WILDLIFE MANAGEMENT**  
**GOVERNMENT OF SIKKIM**  
**DEORALI - 737101**

File No. 848/SPCB/ 920

Dated: 6/7/17

To,

The Managing Director,  
M/s Shiga Energy Pvt. Ltd.,  
97 MW Tashiding HEP,  
Kaberthang, Geyzing,  
West Sikkim.

**Sub: Consent to Operate three nos. of DG sets.**

In consideration of your application no. SEPL/F-6/16-17/603 dated: 21/03/2017, the State Pollution Control Board-Sikkim, hereby grants you Consent to Operate three (03) nos. of D.G. sets having capacity of 500 kVA each at your project premises of 97 MW Tashiding Hydro-Electric Project, Geyzing, West Sikkim, under the provision of Section 21 of the Air (Prevention & Control of Pollution) Act, 1981, subject to the following conditions:

1. That, this consent is meant for specific purpose only and any alteration in the process and capacity shall require the prior approval of the Board;
2. That, Noise from D.G. Set shall be controlled by providing an acoustic enclosure or by treating the room acoustically, at the user end;
3. The acoustic enclosure or acoustic treatment of the room shall provide minimum 25 dB (A) insertion loss;
4. That, noise from the D.G sets shall not exceed the ambient noise standard;
5. That, the D.G set shall be provided with proper exhaust muffler with insertion loss of minimum 25 dB (A);
6. That, you shall have proper siting of the D.G set and control measures adopted so as to bring down noise level outside the premises where the set is installed;
7. That, the installation of the D.G set shall be strictly in compliance with the recommendations of the D.G set manufacturer;
8. That, the D.G set shall conform with the norm notified under Environment (Protection) Act, 1986;
9. That, the stack height shall be 6 m above the height of the building where the generator set is installed or 30 m from the ground;
10. That, the emission from the DG set shall not exceed the emission standard listed at Sr. No.96 of schedule III of the Environment (Protection) Rule, 1986.
11. That, you shall develop green belt along the periphery of your premises;
12. That, this consent is valid till 31<sup>st</sup> March 2019;
13. That, you shall engage bonafide local unemployed youths in your unit as per their qualification and experience in due consultation with DoPART, Govt. of Sikkim as laid down in the MoU signed with the State Government;
14. That, non compliance or breach of any condition shall lead to imposition of fine which shall be prescribed by the SPCB-Sikkim;
15. That, you shall apply for the renewal of consent one month in advance before its expiry;
16. That, you shall abide by all the instructions given by the Board from time to time;
17. This consent is valid subject to obtaining other required permissions/licenses/clearances wherever required;
18. Rs. 30,000/- (Rupees thirty thousand) only has been received as consent fee vide D.D. no. 201050, dated: 23/03/2017 and 647350 dated: 20/06/2017; (for two years i.e. 2017-18 & 2018-19);
19. That, the Board reserves the right to cancel the consent in the event of any environmental problems arising out of your D.G. sets.



(C.S.Rao) IFS  
Member Secretary,  
State Pollution Control Board-Sikkim  
**MEMBER SECRETARY**  
State Pollution Control Board  
Forest, Env. & Wildlife Managt. Dept.  
Government of Sikkim





# GOVERNMENT OF INDIA

## MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Delhi  
4th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019, Delhi, INDIA

### Certificate of Registration for Modification of Charge [Pursuant to section 79(b) of the Companies Act 2013 and sub-rule (2) of rule 6 of the Companies (Registration of Charges) Rules, 2014]

Corporate Identity Number or Foreign Company Registration Number : U51909DL2005PTC143237.  
Name of the company : SHIGA ENERGY PRIVATE LIMITED.  
Charge Identification number : 10289955.  
SRN : C71564769.

REF: Modification of Charge dated 06/06/2011 modified on 06/11/2015 made between SHIGA ENERGY PRIVATE LIMITED(OFF THE ONE PART) and POWER FINANCE CORPORATION LIMITED(OFF THE OTHER PART).

This is to certify that pursuant to the provisions contained in Chapter VI of the Companies Act, 2013, the above mentioned charge has been modified in the following manner:

In furtherance to the charge created over entire movable assets of the Borrower, the repayment of the loan of Rs 747 Crores and other payables is further secured on 1st charge basis over the entire immovable and other assets pertaining to the Project, present & future and assignment of its entire Project documents by the Borrower in favour of PFC, acting for itself & IFCI Ltd. vide IOM annexed herewith.

and the above modification has been registered and assigned a Charge Identification Number as mentioned above in the Register of Charges, in accordance with the provisions contained in that behalf in Chapter VI of the said Act.

Given under my hand at Delhi this Fourth day of December Two Thousand Fifteen.

Validity  
unknown  
Digitally signed by  
Debasish Bandopadhyay  
DN: cn=Debasish Bandopadhyay,  
o=Ministry of Corporate Affairs,  
c=IN  
Date: 2015.12.04  
10:28:25  
GMT+05:30

DEBASISH BANDOPADYAY  
Registrar of Companies  
Registrar of Companies  
Delhi

Mailing Address as per record available in Registrar of Companies office:

SHIGA ENERGY PRIVATE LIMITED  
207, CHIRANJEEV TOWER, 43, NEHRU PLACE,  
NEW DELHI - 110019,  
Delhi, INDIA





# SIKKIM

## GOVERNMENT GAZETTE

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

Gangtok

Thursday 22<sup>nd</sup> November, 2007

No. 516

GOVERNMENT OF SIKKIM  
LAND REVENUE & DISASTER MANAGEMENT DEPARTMENT

NO: 2/LR&amp;DMD

DT:16.11.2007

With the approval of the Government, Land Revenue & Disaster Management Department makes the following registration fees revision on Property Mortgage Deed w.e.f. Publication of this Notification in the Government Gazette.

**I. Personal & Housing loan.**

1.	Upto Rs.1.00 lakhs	Rs. 100.00
2.	Rs.1.00 lakhs to Rs.5.00 lakhs	Rs. 250.00
3.	Rs.5.00 lakhs to Rs.10.00 lakhs	Rs. 500.00
4.	Rs.10.00 lakhs and above	Rs.1,000.00

**II. For Commercial purpose.**

1.	Upto Rs.1.00 lakhs	Rs. 200.00
2.	Rs.1.00 lakhs to Rs.10.00 lakhs	Rs. 5,000.00
3.	Rs.10.00 lakhs and above	Rs.10,000.00

By Order In the name of Governor.

**R. P. CHINGAPA**  
SECRETARY,  
LAND REVENUE & DISASTER  
MANAGEMENT DEPARTMENT,  
GOVERNMENT OF SIKKIM,  
GANGTOK.