

530/1/23

Dyphat I



കേരളം KERALA

C 096430

Form H
(See Rule 43)
QUARRYING LEASE



This deed of lease made on this the 18th day of May 2023 between the Governor of Kerala (hereinafter referred to as the "State Government" which expression shall, where the context so admits be deemed to include his successors and assigns) of the one part and M/s. Delta Aggregates & Sand (Pvt) Ltd, Chittar.P.O, Pathanamthitta district -689663 (Represented by its Managing Director, Sri.Thomas Philip) (Adhar No: 566064645763)



Thomas Philip
Managing Director
Delta Aggregates & Sand Pvt Ltd

Geologist
District Office
Dept. of Mining & Geology
Pathanamthitta

NO. 2077 - 500 RS. Thomas Philip. Managing Director
05.05.2023 Delta Aggregates and Sand Pvt Ltd
Chittar.

Adoor Vendor,
O. Varghese

Document no 531/1/23

Presented in the office of the Sub Registrar of Perunad, with the Photographs and Fingerprints of the Buyer/s, Seller/s and the presentant and under section 32A and a fee of Rs. 171, 628/- through E-payment at 2:45 P.M. on the 22nd day of May 2022 by

along with the letter no 2024/DOPTA) M/2019 of Creology Dept of Mining and Creology District office Palanamthitta

Thomas Philip
Residing at chepputh-chergal vadassu-kkara.
22nd May 2022 Execution Admitted by

- For and on behalf of M/s Delta Aggregates & Sand Pvt Ltd chertu represented by its Managing Director.

Thomas Philip
s/o Philip, Managing Director residing at chepputh-chergal vadassu-kkara
I have satisfied myself as to the execution of this instrument by Shri. P. Creology, District Dept of Mining and Creology District office Palanamthitta on behalf of the Governor of Kerala who is exempted from Personal appearance under Sec 88(1) of the Registration Act 1908.

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Signature

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hereinafter called the "lessee/lessees" which expression shall where the context so admits, include his/their heirs, executors, administrators, representatives and permitted assigns) of the other part.

Witnesseth that in consideration of the rents and royalties and lessee/lessees covenants, hereinafter reserved and contained the State Government hereby give on lease to the lessee/lessees the land measuring **3.7691 hectares** described in the schedule hereunder and delineated on the plan hereto annexed and therein coloured red (hereinafter called the "said lands") to hold the same for a period of 07 (seven) years commencing from the 18-05-2023 and ending on the 17-05-2030 for the purposes of extracting minor/minerals and subject to the terms and conditions contained in the Kerala Minor Mineral Concession Rules, 2015 (hereinafter referred to as "the Rules") and to the terms and conditions hereinafter appearing

1. The lessee/lessees shall have the right in and upon the said lands to extract Granite Building Stone (hereinafter called the said mineral/minerals) and to do all acts necessary for the extraction of the said mineral/minerals including the erection on the said lands, buildings and plant required for the purposes and also to take lead and carry away over the said lands and to dispose of the said minerals extracted as aforesaid.
2. The lessee/lessees shall during the subsistence of this lease have the liberty to work the said mineral/minerals and remove the same from the leasehold on permits issued by the State Government/competent authority or any other officer authorized by him in this regard. The permits shall be issued only on the basis of pre-paid royalty at the rates specified in Schedule I to these Rules. The royalty rates shall be subject to revision from time to time as the State Government may order.


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Identified by

Matthew. C. Samuel H/H S/o C. m. Samuel
Company Employers Records at Chelkels Thundil
House Chittor

Shamsudheen SMA S/o Abdulla Ravalhu
Residing At Chathuppi/peedi'kayal Company
Employ Chittor

22nd May 2023

SINDHU MOL C. I
SUB REGISTRAR

Registered as Number.....of.....
Volume.....on Pages from.....to.....

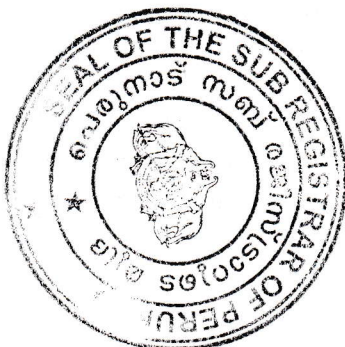
Sheets.....Sheet.....day of.....

Sub. Registrar

22nd

May 2023

SINDHU MOL C. I
SUB REGISTRAR



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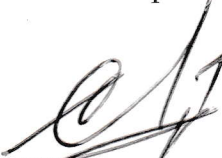
3. The lessee/lessees shall pay to the State Government a yearly surface rent equal to the land revenue if any, assessable under the rules for the time being in force, or if the land be the property of Government or in reserve forest then equal to the land revenue plus cess, if any, per hectare of the land the surface whereof shall be occupied or used by the lessee/lessees for any of the purposes of this deed and so in proportion for any area less than one hectare. The said surface rent shall be paid by yearly payments, the first of such payments to be made on or before the last day of the first year of occupation provided always that no such rent shall be paid or demanded in respect of any roads or ways now in existence.
4. The lessee/lessees shall at all times during the currency of this lease keep correct and intelligible books of account showing accurately the quantity of the said minerals extracted and the weight and value of the said mineral sold or exported together with the names of the purchasers or consignees. The lessee shall also maintain a register of employees showing their in separately men, women employed daily and shall at reasonable times allow the competent authority appointed under the rules (hereinafter referred to as "competent authority") or the officer authorized by him to examine the said books of account and the register of employees and to take copies and extracts there from. The lessee/lessees shall submit reports in Form F and G on the specified dates.
5. All sums found due under or by virtue of this deed from the lessee/lessees may be recovered from him jointly and severally from them and his/their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue or in any other manner as the State Government may deem fit.
6. The lessee/lessees shall at the lessee's /lessees' own expense erect and at all times maintain and keep in repair boundary marks and pillars along the boundaries of the said lands according to the demarcation shown in the plan here to annexed.


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7. The lessee shall not carry on or allow to be carried on any quarrying operations at or to any points within a distance of 100 meters from any railway line except with the previous written permission of the railway administration concerned and any bridge on National Highway or 50 meters from any reservoir, tanks, canals, rivers, bridges, public roads, other public works, residential buildings, the boundary walls of places of worship, burial grounds or burning ghats or any monument protected by government with the previous permission of the authorities concerned or the Government or competent authority. Provided that the railway administration or the State Government or any other authority in this behalf may in granting such permission impose such other conditions as may be found proper and necessary.
8. The sides of open workings shall be sloped, stepped or secured by the lessee in such a manner as to prevent slope failure, when an open working is worked in steps, steps shall be of sufficient breadth in relation to their height to secure safety. In open workings trees liable to fall and all loose ground and material shall be removed by the lessee sufficiently far from the edge or otherwise made source in order to prevent danger to persons employed in the quarry.
9. If a working place is found to be unsafe all persons shall be withdrawn by the lessee/lessees immediately from the dangerous area and all access to such working place except for the purpose of removing the danger of saving life shall be prevented by securely fencing the full width of all entrances to the place.
10. The lessee/lessees shall at all reasonable times allow any officer authorized by the Central Government or by the State Government in that behalf to inspect the said lands and the buildings and plants erected thereon and the lessee/lessees shall assist such persons in conducting the inspection and afford them all information they may reasonable require , and shall confirm to and observe all orders which the Central and State Governments as the result of such inspection or otherwise, may from time to time pass.

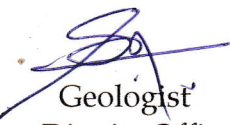

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11. The lessee shall be responsible for implementing the provisions of the various labor laws applicable, from time to time , to the quarry.
12. The lessee/ lessees shall not assign or underlet the said lands or any part there of or the rights or privileges, therein hereby granted or any of them without the previous permission in writing of the State Government /competent authority.
13. Where the lease or any right , title or interest therein has been assigned , sublet or transferred as provided in Rule 45 read with condition 12 , then the person in whose favor such assignment, sublease or transfer has been made shall be responsible for implementing the provisions of the various labor laws applicable, from time to time, to the quarry.
14. The lease may be surrendered by the lessee/lessees at any time after 3 months notice in writing to the State Government/competent authority. Provided the lessee/lessees has/have paid all sums due on account of the lease. Provided further that if the lessee/lessees elects/elect to determine this lease before the expiry of the term of the lease , shall pay in addition to other dues a sum equal to the dead rent payable for the remaining part of term of the lease deed.
15. If the lessee/lessees shall be desirous of taking a further lease of the said lands for a further term, he/they shall give three months previous notice in writing of such desire to the State Government/competent authority and if the lessee/lessees has/have duly observed all the conditions of this lease, the State Government / competent authority may agree to renew the lease for such further term and on such terms and conditions as the State Government/competent authority may determine which shall be in accordance with the provisions of these rules.
16. If the lessee/lessees shall at any time during the said term use the said lands or any part thereof in any manner other than as authorized by this lease or fail to carry on quarrying operations as per the approved mining plan without sufficient cause of which the State Government/competent authority shall be the judge or shall commit a breach of any of the conditions of this lease it shall be lawful for the State


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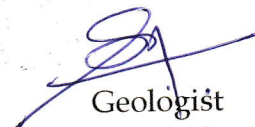
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Government /competent authority to cancel this lease after giving the lessee an opportunity of being heard or the alternative to receive from the lessee/lessees such penalty not exceeding Rs.5,00,000/- (Rupees five lakh only) for the breach as the State Government /competent authority may fix.

17. In cases where the area under quarrying lease is Government Land, the lessee shall close the mine within three calendar months after the expiry of the lease or its determination and remove any engine, machinery, buildings, structures and other works and conveniences from the area under the lease. If the lessee does not remove the same within the said period, the same shall become the property of the State Government and the State Government shall have the right to dispose the same on such terms and conditions as it deems fit.
18. This lease subject to all rules and regulations which may from time to time be issued by the State Government regulating the working of the quarries and other matters affecting safety, health and convenience of the lessee's/lessees' employees or of the public, whether under the Indian Mines Act or otherwise.
19. The lessee/lessees shall without delay send to the District Collector and the competent authority or the officer authorized by him in this regard report of any accident causing loss of life or serious bodily injuries or seriously affecting or endangering life or property which may at any time occur at or in the said lands in the course of operations under this lease.
20. The lessee/lessees shall furnish such reports and returns relating to output, labourers employed and other matters as the State Government may prescribe.
21. The lessee/lessees shall make and pay such reasonable compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/them in exercise of the powers granted by this lease and shall indemnify and shall keep indemnified fully and completely the



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State Government against all claims which may be made by any persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

22. Any condition prescribed in the Kerala Minor Mineral Concession Rules, 2015 but left out in this lease which may be found applicable to the lessee/lessees shall be treated as binding on the lessee/lessees.
23. In this case , the anticipated royalty to be remitted for the mineral extracted per year at the present rate royalty of Rs.48 per tonne for the proposed average annual production of 177939.40 tonne is Rs. 85,41,091/- (Rupees Eighty five lakh forty one thousand and ninety one only).
24. In this case, the annual surface rent to be remitted at the present rate of Rs.5 per Acre per year is 1885/- (Rupees one thousand eight hundred and eighty five only) and the refundable Security Deposit is Rs. 37,691/- (Rupees thirty seven thousand six hundred and ninety one only).

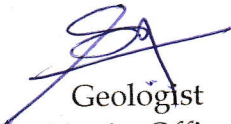
SCHEDULE OF DESCRIPTION OF LAND

District: Pathanamthitta

Taluk: Ranni.

Village	Survey Nos.	Lease area in hectares
Perunad	889/1-15-1	3.3644
Perunad	889/1-15	0.4047
Total area in hectares		3.7691


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Bounded by Survey No.

On the North by : 889/1-15, 889/1

On the East by : 889/1

On the South by : 889/1

On the West by : 889/1, 889/1-15

In witness where of the parties hereto have signed on the date and year first above written.

Signed by Shyju P

18/05/23

SHYJU P.
Geologist
Dept. of Mining & Geology
District Office, Pathanamthitta
Adoor P.O., Pin - 691 523

For and on behalf of the Governor of Kerala.

In the presence of

1. Reethu Mohan, Assistant Geologist
Department of Mining & Geology, Pathanamthitta

2. K. Parthasarathy Kumar, Sr. Clerk, Dept. of
Mining & Geology, Pathanamthitta

Signed by CP

For and on behalf of the lessee/lessees

In the presence of

1. Shamsudheen, Chathuppi/Peedikayil, Chittoor

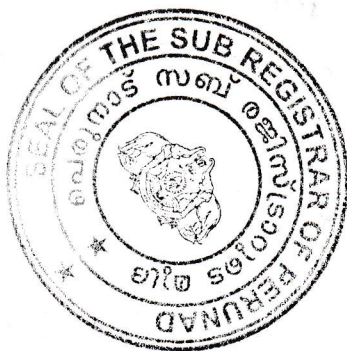
2. Matthew C. Samuel, Chakkakkhandiyil, Chittoor
Prepared by Saju M. P. Licence No. DNA-332, Nakkalikot, Kumpazha.

Thomas Philip 18/05/23
Managing Director
Delta Aggregates & Sand Pvt Ltd

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District Office
Dept. of Mining & Geology
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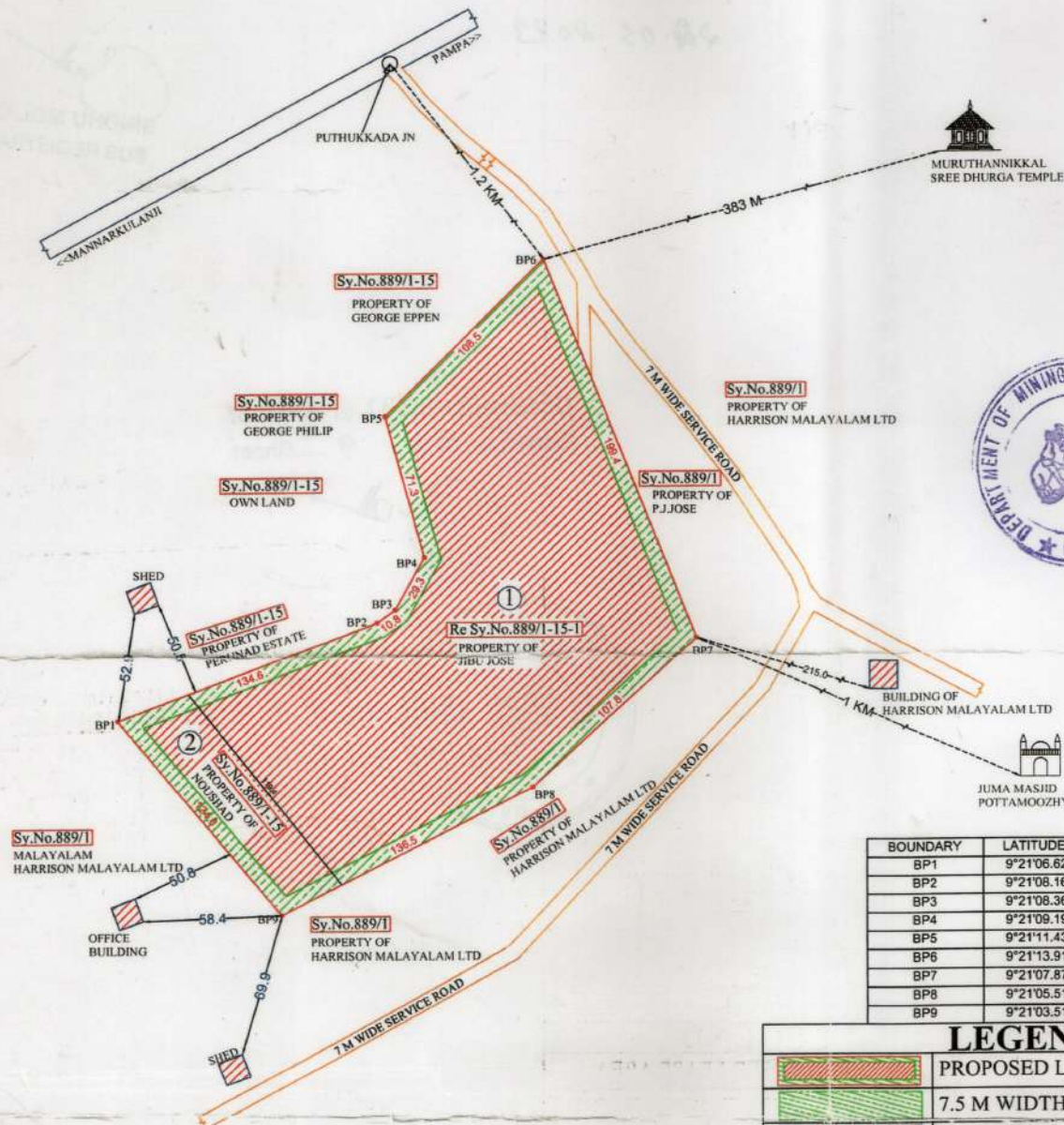
FILE NO :
DISTRICT : PATHANAMTHITTA
TALUK : RANNI
VILLAGE : PERUNAD

SURVEY MAP

SURVEY NO : 889/1-15-1, 889/1-15
PROPOSED LEASE AREA = 3.7691 Ha



SURVEY MAP OF PROPOSED LEASE AREA OF Mr: DELTA AGGREGATES AND SAND PVT LTD,
CHITTAR.P.O,PATHANAMTHITTA,KERALA-689663



BOUNDARY	LATITUDE(N)	LONGITUDE(E)
BP1	9°21'06.62"N	76°53'39.04"E
BP2	9°21'08.16"N	76°53'43.17"E
BP3	9°21'08.36"N	76°53'43.46"E
BP4	9°21'09.19"N	76°53'43.93"E
BP5	9°21'11.43"N	76°53'43.32"E
BP6	9°21'13.91"N	76°53'45.85"E
BP7	9°21'07.87"N	76°53'48.24"E
BP8	9°21'05.51"N	76°53'45.62"E
BP9	9°21'03.51"N	76°53'41.63"E

LEGEND

	PROPOSED LEASE AREA
	7.5 M WIDTH BUFFER AREA
	HOUSE/BUILDING
	MAIN ROAD
	7 M WIDE SERVICE ROAD
	MOSQUE
	TEMPLE

DETAILS OF PROPERTY

No.	DOC.NO.	TP.NO.	SY.NO.	TOTAL LAND AREA	BUFFER ZONE AREA	MINING AREA	TOTAL LEASE AREA	NAME OF OWNER
1	1161/18	15865	889/1-15-1	3.3690 Ha	0.5343 Ha	2.8301 Ha	3.3644 Ha	JIBU JOSE ✓
2	1921/10	12994	889/1-15	0.4047 Ha	0.1328 Ha	0.2719 Ha	0.4047 Ha	NOUSHAD ✓
TOTAL LAND				3.7737 Ha	0.6671 Ha	3.1020 Ha	3.7691 Ha	

MINING AREA	= 3.1020 Ha
BUFFER AREA	= 0.6671 Ha
PROPOSED LEASE AREA	= 3.7691 Ha

SCALE 1CM:25M

THIS PLAN IS ISSUED TO SUBMIT BEFORE MINING AND GEOLOGY / STATE ENVIRONMENTAL
IMPACT ASSESMENT AUTHORITY

**COUNTER SIGNED**

Tahsildar, Ranni



VILLAGE OFFICER
PERUNAD

TALUK SURVEYOR
TALUK OFFICE, RANNI

15/05/23
DATE:

18/05/23
SHYJU P.
Geologist
Dept. of Mining & Geology
District Office, Pathanamthitta
Adoor P.O., Pin-68 523

composed by } Reader Prasanth & Senore S. W.
Linamini Padhika G. G

22.05.2023

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