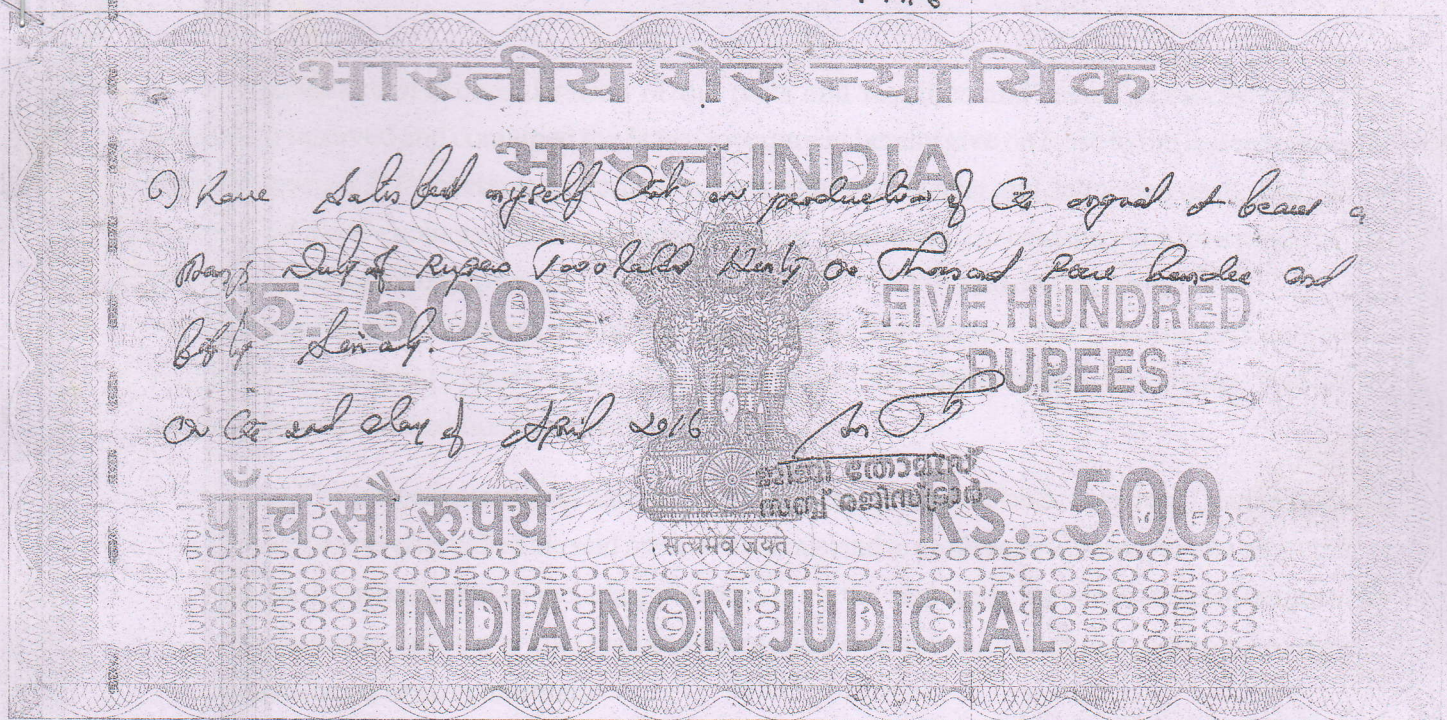


4

542/15



I have satisfied myself that in production of a serial of leaves a  
 large sum of Rupees (approx. Rs. 100000) and  
 on the end day of April 2016

കേരളം KERALA

**FORM H**  
 (See rule 43)  
**QUARRYING LEASE**  
 Executant  
**K.J. Thomaskutty**

F 269027



This deed of lease made on this the 29th day of March 2016 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. Karimala Granites & Aggregates (P) Ltd, Pathanad, Kanjazha PO, Changanassery, Kottayam, -686541 (Represented by Sri K J Thomaskutty, Managing Director) aged 65 son of Sri. K. J. Joseph resident of Kannamthanathu House in the Vadaserikkara Village of Ranni Taluk of Pathanamthitta District having Pan No. AEZPK3762J (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,

Sri. K.J. Thomaskutty

*Handwritten signature*  
 29/3/2016

NO. 13125

28.3.2016

M/s Karimala Granites and  
 Aggregates P.V.S Ltd Pathanad

Stamp: C.M. S. I.A. HAN  
 STAMP VENDOR  
 KOTTAYAM  
 NO: 4/83-84



Witnesseth that in consideration of the rents and royalties and lessee's/Lessee's covenants, hereinafter reserved and contained the State Government hereby give on lease to the lessee/lessees the land measuring 5.2309 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 Ten (10) years commencing from the 29<sup>th</sup> March 2016 and ending on the 28<sup>th</sup> March 2026 for the purposes of extracting minor mineral/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 (here in after 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 authorised 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.
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 therein 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 authorised by him to examine the said books of account and the register of employees and to take copies and extracts

Sri. K.J. Thomaskutty




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THIRUVANANTHAPURAM



therefrom. The lessee/lessees shall submit reports in Forms 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 hereto annexed

7. In cases where explosives are not used for quarrying the lessee shall not carry on or allowed to be carried on any quarrying operations at or to any points within a distance of 75 metres from any railway line except with the previous written permission of the Railway Administration concerned; and any bridge on National High way or 50 metres from any reservoir, tanks, canals, rivers, bridges, public roads, other public works, residential buildings, the boundary walls of places of worship, burial grounds, burning ghats or any Government protected monuments or forest lands which do not conform to the category of wild life forests except with the previous permission of the authorities concerned or State Government or competent authority or any other officer authorised by the State Government in this behalf.

and In cases where explosives are used for quarrying, the lessee shall not carry on or allowed to be carried on any quarrying operations at or to any points within a distance of 100 metres from any railway line, bridge, reservoir, tanks, residential buildings, Government protected monuments, canals, rivers, public roads having vehicular traffic, other public works or the boundary walls of places of worship or 50 metres from any burial grounds or burning ghats or village roads or forest lands which do not conform to the category of wild life forests.

The above said distances shall be measured in the case of a railway, reservoir or canal horizontally from outer edge of the cutting or outer edge of the bank, as the case may be and in the case of a building horizontally from the plinth thereof.

For the purposes of this clause the expression 'railway' and 'railway administration' shall have the same meaning as defined in sub sections (4) and (6) of section 3 of Indian Railway Act, 1890 (IX of 1890).

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

Sri. K.J. Thomaskutty




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COLLECTORATE



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 authorised 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 reasonably require, and shall conform 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.
11. The lessee shall be responsible for implementing the provisions of the various labour laws applicable, from time to time, to the quarry.
12. The lessee/lessees shall not assign or underlet the said lands or any part thereof 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 favour such assignment, sublease or transfer has been made shall be responsible for implementing the provisions of the various labour 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 that the lessee/lessees has/have paid all sums due on account of the lease. Provided 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 the 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 of 10 years 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. with a new deed

Sri. K.J. Thomaskutty

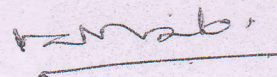



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16. If the lessee/lessees shall at any time during the said term use the said lands or any part thereof in any manner other than as authorised by this lease or fail to carry on quarrying operations continuously without sufficient cause of which the 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 Government/Competent authority to cancel this lease and take possession of the said lands or the alternative to receive from the lessee/lessees such penalty not exceeding Rs. 25000/- for the breach as the State Government/Competent authority may fix.
17. If at the expiration of three calendar months after the expiry of the lease or its sooner determination, there shall remain in or the said lands, any engines, machinery, plant buildings, structures and other works erections and conveniences the said minerals or other property which the lessee is/lessees are entitled to remove from the said lands, the same shall, if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal be given to the lessee/lessees by the State Government/Competent authority be deemed to become the property of the State Government in such manner as they may deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.
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

Sri. K.J. Thomaskutty

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COLLECTORATE, RAIPUR



and shall keep indemnified fully and completely the State Government against all claims which may be made by any person or 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 anticipated royalty for the mineral at rate of Rs 24/- (Rupees Twenty Four only) per tone for a period of one year is Rs. 4800000/- (Rupees Forty Eight Lakhs only)
24. Dead rent realized at the rate of 1<sup>st</sup> year NIL 2<sup>nd</sup> year Rs. 300/- (Rupees Three Hundred only) and 3<sup>rd</sup> year onwards Rs. 1200/- (Rupees One Thousand and Two Hundred Only) per hectare subject to revision from time to time. Surface rent at the rate of Rs. 200/- (Rupees two hundred only) per hectare for one year is Rs. 1046/- (Rupees one thousand and forty six only) security deposit is Rs. 52309/- (rupees fifty two thousand three hundred and nine only)
25. The Quarry Lease will become invalid if the lease to renew the EC after 28/11/19
26. This Lease agreement is prepared and registered in original with Two duplicates thereof.

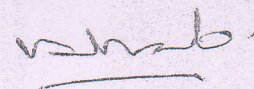
### The Schedule of description of land

District	:	Kottayam
Sub District	:	Karukachal
Thaluk	:	Changanacherry
Village	:	Kangazha
Kara	:	Kangazha
Panchayath	:	Kangazha
Block No.	:	20
Old Sy. No.	:	463/1, 447/1A/1/57/98, 447/1A, 447/1A/1, 447/1A/1/21
Resurvey / Survey No of the Area	:	Sy. No. 278/7, 278/2-1, 278/2, 278/3, 278/4-4, 278/4-1, 278/4-2, 278/4-3, 278/4-5, 278/6, 277/9, 277/1, 286/5, 286/2, 286/8, 286/4, 282/10
Area in Hectares	:	5.2309 Hectares*

### Bounded by Survey Numbers

On the North by	:	Re. Sy. No. 278/1-2, 275
On the East by	:	Re. Sy. No. 286/2, 286/7, 286/9, 286/3
On the South by	:	Re. Sy. No. 282/3, 282/4, 282/5, 286/1
On the West by	:	Re. Sy. No. 278/1-1, 280/2, 280/7, 281/5, 281/7, 282/1, 282/2, 282/3

K.J. Thomaskutty

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DEPT. OF MINING AND GEOLOGY  
COLLECTORATE P.O. KOTTAYAM-686 001



In witness whereof the parties hereto have set their hands here unto on the day and year first above written.



*mmb.*

Signed by  
GOVT. OF  
KERALA

Sri. M. M. Vahab

GEOLOGIST  
DISTRICT OFFICE

Geologist

DEPT. OF MINING AND GEOLOGY  
COLLECTORATE P.O. KOTTAYAM-686 002

Department of Mining & Geology

District Office, Kottayam

for and on behalf of the Governor of Kerala. In the presence of:

- (1) SHEENAMOL V. T  
Asst. Geologist  
Department of Mining and Geology  
District office, Kottayam.

*[Signature]*

- (2) SHAMEER-S  
Clerk.  
Dept of Mining and Geology  
Dist office, Kottayam

*[Signature]*

Signed by

Sri. K.J. Thomaskutty

Kannamthanathu (H), Vadasserikkara P.O., Pathanamthitta Dt.

*[Signature]*

for and on behalf of the lessee/lessees In the presence of:

- (1) Thomas Varghese  
Attapakkal  
maelamon P.O.  
Perumal

*[Signature]*

- (2) Jobin. P Sam  
Panangalla Thundiyil (H)  
Kariakattalam. e.p.o  
Marimela

*[Signature]*



