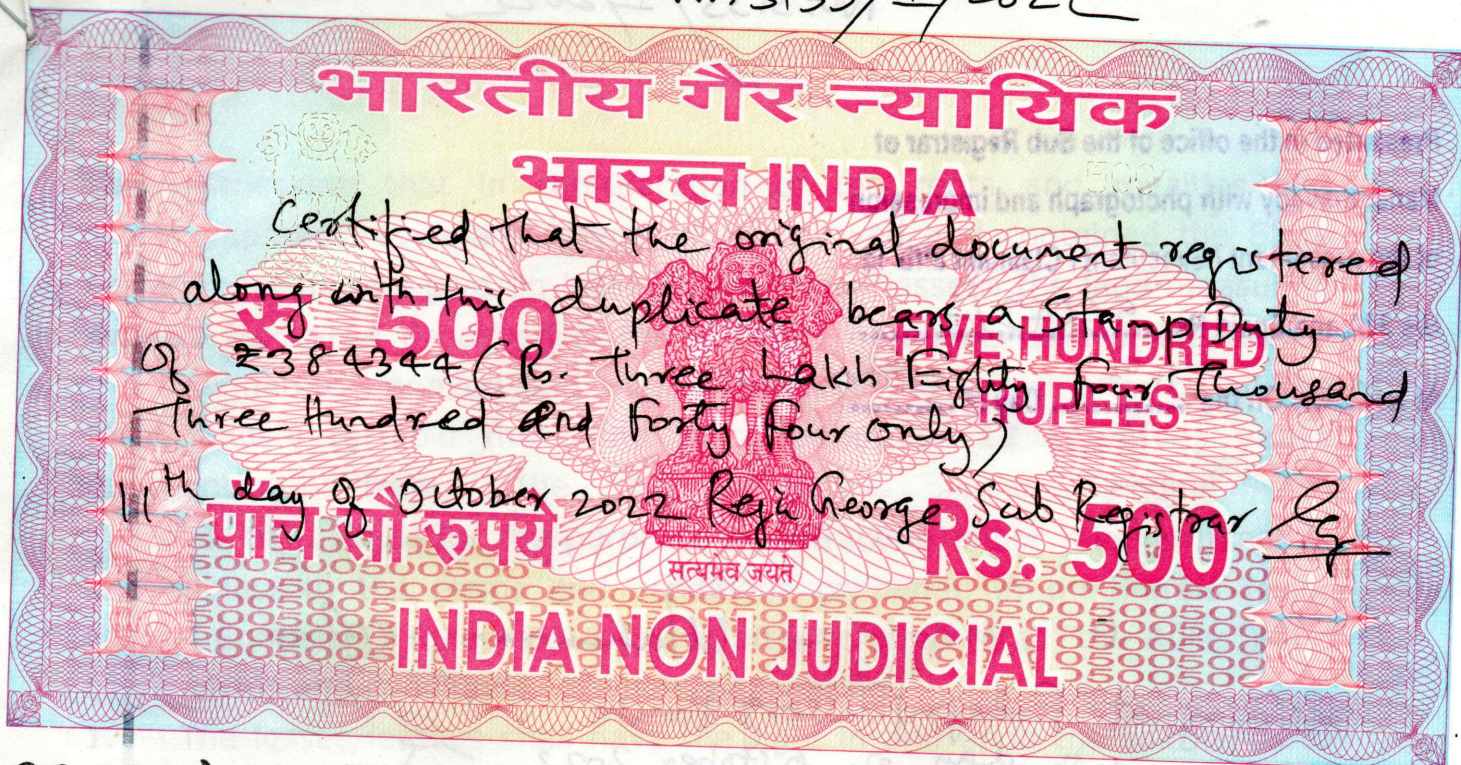


M:3133/I/2022



കേരളം KERALA

K 912556

FORM H

(See Rule 43)

QUARRYING LEASE

This deed of lease made on this the 30 day of September 2022 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 **Shri. Ulahannan, S/o Joseph, Business, Age 56 Years, Edaputhussery House, Valad(P0), Wayanad District - 670644 (Aadhaar No. 5405 2165 2705)** (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.

Lessor

**GEOLOGIST
DISTRICT OFFICE
DEPT. OF MINING & GEOLOGY
MEENANGAD, WAYANAD - 673 504**

Ulahannan (M)
Lessee

**DISTRICT TREASURY
WAYANAD**

Value.....
Date.....
Issued to.....

20 SEP

W: 3133 / I / 2022

Presented in the office of the Sub Registrar of
Mananthavady with photograph and impression
of the presentant / Executant / Claimant affixed



U/s 32A and E paid Rs. 96643/-

At 10.20 On the 11th Day of October 2022

Ulahannan @

residing at Edaputhussery House

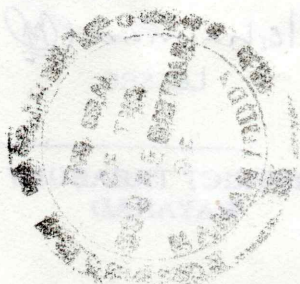
11th day of October 2022

Execution admitted by

Reju George
Sub Registrar

S/o Joseph Business ~~residing at~~ Ulahannan @
residing at Edaputhussery House valued

I have satisfied ~~my~~ myself as to the execution
of this instrument by Geologist District Office Dept of Mining &
Geology Meenangadi Wayanad who is exempted from personal
appearance u/s 88(1) of Registration Act 1908



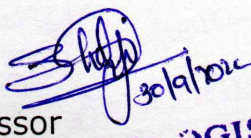
GEOLOGIST
DISTRICT OFFICE
DEPT OF MINING & GEOLOGY
MEENANGADI WAYANAD - 613 501

3133 2022

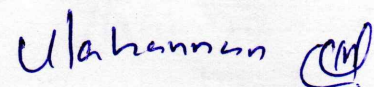
8

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 **4.2689 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 **12 (Twelve) years** commencing from the 30.09.2022 and ending on the 29.09.2034 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 (herein 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 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.
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.


Lessor

GEOLOGIST
DISTRICT OFFICE
DEPT. OF MINING & GEOLOGY
MEENAD-GADI, WAYANAD - 673 50



Lessee

Identified by

1. Karimbalan Kunu Abdul Geevarghese. 
S/o Koyakutty Business Karrassary Kozhikode
Lakshmi Sathom Badanengyan S/o Ananthan Nair
Former Valad.

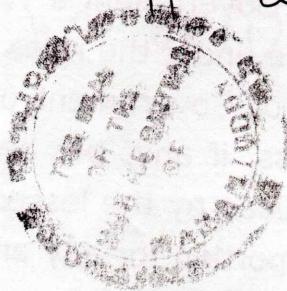
11th day of October 2022

Registered as No: 3133 Of 2022
In book 1st Volume 593 On
Pages 91 To 108
8 Sheet 2nd Sheet


Reju George
Sub Registrar

11th day of October 2022


Reju George
Sub Registrar



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 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 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 here to annexed.
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 one kilometer from the boundaries of National park or Wild life Sanctuaries except 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.

Lessor

[Signature]
GEOLOGIST
DISTRICT OFFICE
OF MINING & GEOLOG.
HYANAD - 513 501

Lessee

[Signature]

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 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.

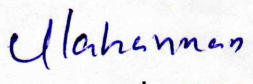

11. The lessee shall be responsible for implementing the provisions of the various labour laws applicable, from time to time, to the quarry.

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 favor 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 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 the term of the lease deed.


Lessor

 
Lessee


15. If the lessee/lessees shall be desirous of taking a further lease of the said lands for a further term of 9 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.

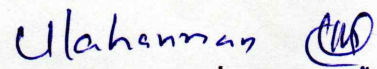
16. If the lessee/lessees shall at any time during the said term use the said lands or any part thereof in any manner other than as authorized by this lease or fail to carry on quarrying operations continuously without sufficient cause of which the State Government/competent authority shall be the judge 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. 25,000/- (Rupees twenty five thousand only) 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.


Lessor


Lessee

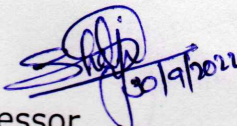
20. The lessee/lessees shall furnish such reports and returns relating to output, labourers employed and other matters as the State Government may prescribe.
21. The lessee/lessees shall make and pay such reasonable compensation as may be assessed by lawful authority in accordance with the law in force 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 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, the anticipated royalty to be remitted for the mineral extracted per year at the present rate of royalty of Rs. 24/- per ton with proposed average annual production of 100000 metric tones is Rs.2400000/- (Rupees Twenty Four lakhs only) and may enhance the quantity of production and period of lease with the prior permission of the lessor and registration of the lease deed amended accordingly.
24. In this case, the surface rent to be remitted per year at the present rate of Rs. 5/- per Are per year is Rs.2135/- (Rupees Two Thousand One Hundred and Thirty Five only) and the refundable Security Deposit is Rs.42689/- (Rupees Forty Two thousand Six hundred and Eighty Nine only).
- 22 copies of this document also attached.

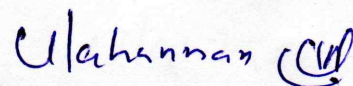
SCHEDULE OF DESCRIPTION OF LAND

District :Wayanad

Taluk : Mananthavady

Village	Re Survey No	Lease Area in Hectares
Valad	57/16, 57/1069, 57/1270, 57/1273	4.2689
Total Area in Hectares		4.2689

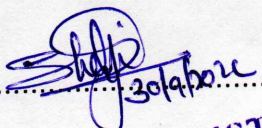

Lessor


Uthannan

Bounded by Survey No:
/On the North by : Survey No. 57/1
On the East by : Survey No. 57/1
On the South by : Survey No. 57/1
On the West by : Survey No. 57/1

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

Signed by.....


**GEOLOGIST
DISTRICT OFFICE
DEPT. OF MINING & GEOLOGY
MEENANGADI, WAYANAD - 673 50.**

For and on behalf of the Governor of Kerala.

In the presence of

(1) Mani. K. K. Mineral Revenue Inspector, Dist: office, Dept: of
Mining & Geology, Wayanad, Meenangadi 12

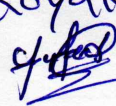
(2) Midhan Madhavan C, Clerk,
Dist. office, Dept of Mining and Geology
Wayanad, meenangadi

Midhan
30/09/2022

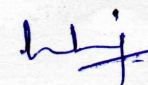
Signed by Ulahannan 


For and on behalf of the lessee/lessees

In the presence of

(1) Abdul Gattor 1212. Kozimbalankom. S/o. Koyakutty
Kakkal. Kerassey. Makkom. Kozhikode. 

(2) Lena Baby o/o E.J. Ulahannan Edaputhussery (H)


Valad (P.O), Mamathavady, Wayanad. 

Prepared by P Parameswaran  L.No.WDB 12,WSB 22

S/o Lakshmi Amma, Puthookkara (H) Nallurnadu.P.O.

Corrections.Nil.


30/09/2022

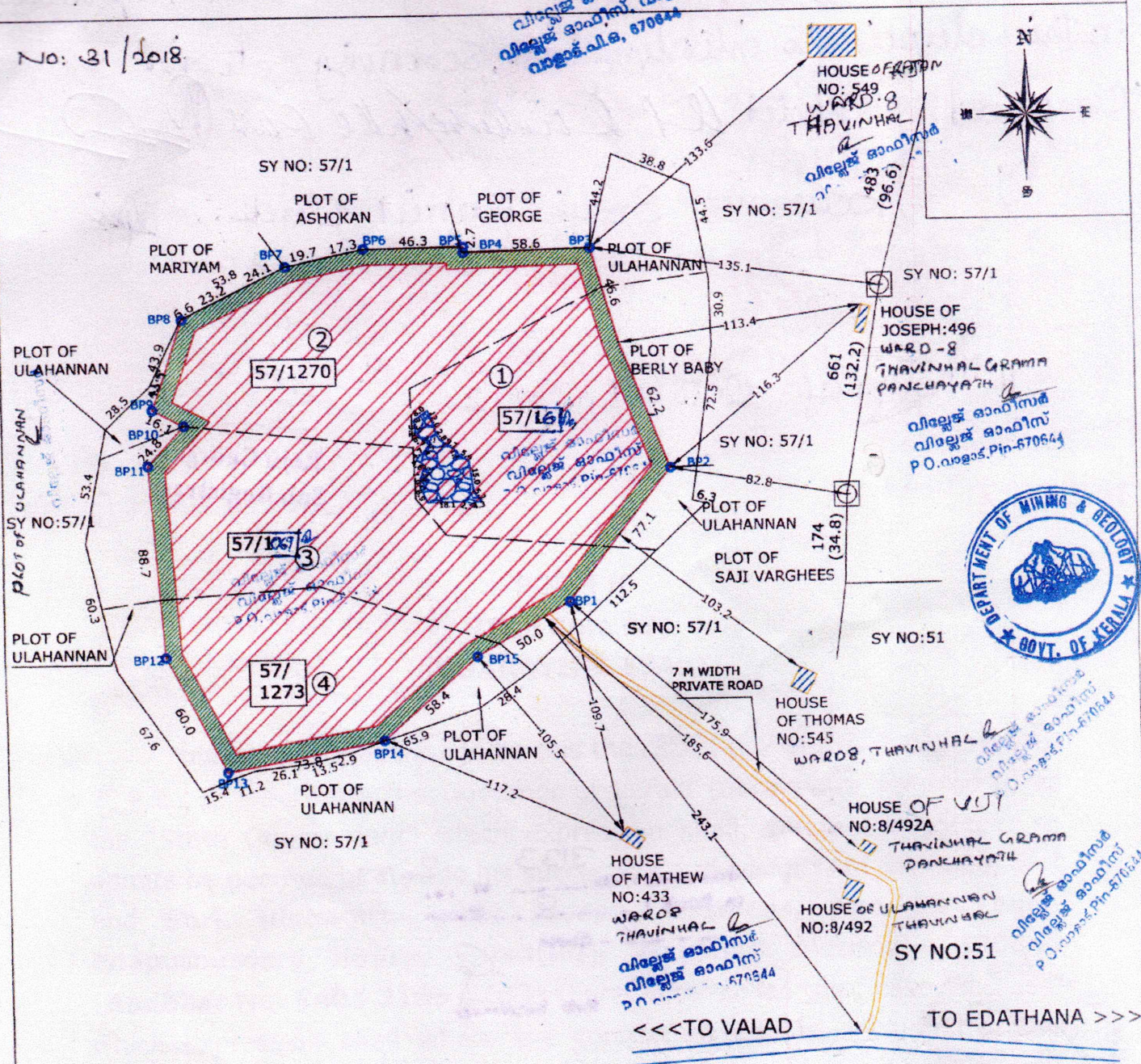
Ulahannan 
Lessee

DISTRICT : WAYANAD
TALUK : MANANTHAVADY
VILLAGE : VALAD




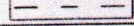



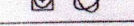
RE-SY NO : 57/16, 57/1069, 57/1270, 57/1273

No: 31/2018

വില്ലേജ് ഓഫീസിൽ
വില്ലേജ് ഓഫീസ് വാളാട്
പി.ഒ. വാളാട്, പി.ഒ. 670644





THIS PLAN IS ISSUED TO SUBMIT BEFORE MINING GEOLOGY DEPARTMENT

LEGEND		PROPERTY DETAILS							NAME OF OWNER	
PROPOSED LEASE AREA INCLUDING BUFFER & QUARRY		SL NO	DOCUMENT NO	RE-SY NO	AREA OF LAND					
	BUFFER AREA 7.5 METRE	1	608/2005	57/16	1.3719 HA	0.8949 HA	0.0996 HA	0.3774 HA	0.9945 HA	BERLY BABY
	EXISTING QUARRY : 0.0684 HA	2	2287/1993	57/1270 (57/1PT)	1.2141 HA	1.0009 HA	0.2017 HA	0.0114 HA	1.2027 HA	ULAHANNAN
	SURVEY LINE	3	1729/2016	57/1069	1.2141 HA	1.0890 HA	0.1158 HA	0.0093 HA	1.2048 HA	ULAHANNAN
	DOCUMENT BOUNDARY LINE	4	1794/1993	57/1273 (57/1PT)	0.8701 HA	0.7022 HA	0.1648 HA	0.0032 HA	0.8669 HA	ULAHANNAN
	BOUNDARY PILLER	TOTAL AREA :			4.6702 HA	3.6870 HA	0.5819 HA	0.4013 HA	4.2689 HA	
	PRIVATE /SERVICE ROAD	<div>കാലുക ഓഫീസ് 23 NOV 2017 MANANTHALAS TANHSILDAR MANANTHAVADY</div> <div>ചെക്ക് ചെയ്ത തീയതി 30/11/17 താലൂക്ക് സർവ്വേർ മാനന്തവാടി</div> <div>വില്ലേജ് ഓഫീസ് 8/9/17 വില്ലേജ് ഓഫീസ് 80664</div>								
	PWD / PANCHAYATH ROAD									
	SURVEY STONE / ROCK MARK									
MINING AREA : 3.6870 HA										
BUFFER AREA : 0.5819 HA										
PROPOSED LEASE AREA : 4.2689 HA										
SCALE 1 CM = 20 M										

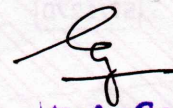
23 NOV 2017
TALSILDER
MANANTHAVADY

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വില്ലേജ് ഓഫീസ് വാളാട്
പി.ഒ. വാളാട്, പി.ഒ. 670644

Duplicate II

There is no difference between Original and Duplicate
In this duplicate intermination, scanning etc is
compared } Readed Al Lakshmi Chok (N) 
by } Examined Sreyi warrier clerk 

11th day of October 2022



Reju George
Sub Registrar

3133 2022

Document No. 10.
On Book 1 - 8 - 8
8 - 8


Sub Registrar