

Duplicate 3508/23

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भारत INDIA
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Dno. 3508/23 during lease 2 has
रु. 500 FIVE HUNDRED
पाच सौ रुपये RUPEES
13th October 2023
INDIA NON JUDICIAL
KRISHNA KUMAR.K.
SUB REGISTRAR
(PEN 387074)

കേരളം KERALA

Sub Registrar
N 427286



FORM H
(See Rule 43)
QUARRYING LEASE

This deed of lease made on this the 09th day of October
.....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.Aloor Blue Metal
Crusher Unit, Aloor P.O, Kottapadam, Pattithara, Palakkad - 679522
(Represented by its Managing Partner, Shri. O.Aboobacker) (Adhaar
No.249511541395 (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 Signature
09/10/2023

Signature
9/10/23
Lessee

GEOLOGIST
District Office of the Department
Mining and Geology, Palakkad
PIN : 678 014

No: 24676 Value Rs: 500/-
Sold to: O. Aboobacker mg.
Partner Aloor Blue metal
crusher unit. Aloor P.O.

C. PRADHAKARAN
C.J.M. COURT VENDOR
PALAKKAD



120

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 **3.0108 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 **10 (Ten)** years commencing from the 09/10/2023 and ending on the 09/10/2033 for the purposes of extracting minor mineral/minerals and subject to the terms and conditions contained in the Kerala Minor Mineral Concession Rules, 2015 (and Kerala Minor Mineral Concession (Amendment) Rules, 2023 (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 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.
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

Lessor GEOLOGIST
District Office of the Department
Mining and Geology, Palakkad
PIN: 672 514

Lessee

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Shameer

② Varkas Valappit Shameer

S/o Syed Shameer, Business, Angach

~~SS~~

KRISHNA KUMAR.K.
SUB REGISTRAR
(PEN 397074)

13w account 2023

3506 of 2023 in Book 138
Page 127 to 138
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7 Sheets

~~SS~~

KRISHNA KUMAR.K.
SUB REGISTRAR
(PEN 397074)

13w account 2023



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 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, burning ghats or any monuments protected by Government 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.

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 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

Lessor

Signature
 DISTRICT MINE
 District Office of the Department
 Mining and Geology, Palakkad
 PIN : 676 014

Lessee

Signature
 11/10/23

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

Lessor

GEOLOGIST
District Office of the Department
Mining and Geology, Palakkad
PIN : 676 014

Lessee


11/10/22

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 authorised 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 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 to be remitted for the mineral extracted per year at the present rate of royalty of **Rs 48/-** per tonne for the proposed average annual production of **83,272** metric ton is **Rs-39,97,056/-(Rupees Thirty nine Lakhs Ninety seven Thousand and Fifty six only)**
24. In this case the annual surface rent to be remitted per year at the present rate of Rs-5/- per are per year is Rs-1,505/-(Rupees One Thousand Five Hundred and Five only) and the refundable Security Deposit is Rs-30,108/-(Rupees Thirty Thousand one hundred and Eight only)

SCHEDULE OF DESCRIPTION OF LAND

District : Palakkad

Taluk : Pattambi

Village	Survey No	Lease Area in Hectares
Pattithara	152	0.4047
Pattithara	152	1.2950
Pattithara	153/1	0.2428
Pattithara	153/2	0.2954
Pattithara	154/2A	0.3642
	197/1(P)	0.4087
Total Area in Hectares		3.0108 Ha

Bounded by Survey No

On the North by :	197/1
On the East by :	154/1, 154/3
On the South by :	154/3, 154/2B, 153/3, 152
On the West by :	152, 197/1

As per deed Number 228|2009, 229|2009

Lessor

GEOLOGIST
District Office of the Department
Mining and Geology, Palakkad
No. : 278/14

Lessee

21/10/23

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

Signed by.....

[Signature]
22/10/2023

GEOLOGIST

District Office of the Department
Mining and Geology, Palakkad

For and on behalf of the Governor of Kerala.



In the presence of

- (1) *[Signature]* RAHUL V J
AST. GEOLOGIST
DEPT. MINING & GEOSURVEILLANCE
PALAKKAD District Office of the Department
Mining and Geology, Palakkad
- (2) *[Signature]* Subhoth Chandra
Senior Clerk
Dept of Mining & Geology
Palakkad

Signed by.....

[Signature]
22/10/23

for and on behalf of the lessee/lessees

In the presence of

- (1) DEVAN. PM
DESHABANDHOTTILAL
HAMBALAKODE POST
PALAKKAD, PALAKKAD, PIN-688857
- (2) *[Signature]* B. S. A. J. for
B. S. A. J.
B. S. A. J. (B. S. A. J. for B. S. A. J.)

Lessor

[Signature]
22/10/2023

GEOLOGIST

District Office of the Department
Mining and Geology, Palakkad
PIN: 688 014

Lessee

[Signature]
21/10/23

Duplicate I

There is no difference between the original and duplicate I. corrections nil.

compared by ~~Examiner~~ Reader Surdam: A *[Signature]*
Reader Examiner Vind. G. Clerk Swap

13th October 2023

[Signature]
KRISHNA KUMAR.K.
SUB REGISTRAR
(PEN 397074)

[Signature]
Sub Registrar
Chithala

Book 1 Number 3508
Of 2023 Contains 7 Sheets
7 *[Signature]*

