

AMENDMENT LEASE DEED

This Deed of Lease made on this -- day of -- --- between;

The KCP Limited, a Public Limited Company registered under the Indian Companies Act 1913 (CIN: L65991TN1941PLC001128), having its Registered Office at “Ramakrishna Buildings”, No. 2, Dr.P V Cherian Crescent, Egmore, Chennai 600 008 represented by its -----, hereinafter referred to as “LESSEE” which term, shall wherever the context so permits, include its successors, permitted assigns and Administrators

AND

Sri/Smt-----S/o/W/o -----residing at -----
-----, hereinafter called the “LESSOR” which term shall, wherever the context so permits, mean and include her heirs, legal representatives, Executors and assigns.

Whereas, the Lessor and the Lessee have entered into Lease for quarrying Lime stone in the year 1972 for 99 years from 10.07.1972 to 09.07.2071, vide Lease deed dated 21.07.1972 registered as document no.1023 of 1972, Book-1, Volume 331, pages-57 to 63 in the office of the Sub-Registrar Jaggayyapet Krishna District, Andhra Pradesh.

And Whereas, the parties hereto in the light of amended Laws and practices prevailing as on date, have decided to amend certain clauses of the Lease Deed in accordance with the prevailing Laws to the earlier lease deed entered in 1972 vide Lease deed dated 21.07.1972 registered as document no.1023 of 1972, Book-1, Volume 331, pages-57 to 63 in the office of the Sub-Registrar Jaggayyapet Krishna District, Andhra Pradesh.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the rents and royalties, covenants and agreements by and in these presents written reserved and contained and on the part of the LESSEE to be observed and performed the LESSOR hereby grants and demises unto LESSEE all those the mines quarries beds beings seams of limestone situated lying and being in or under the lands referred to in the Schedule hereinbelow together with the liberties powers and privileges to be exercised or enjoyed in connection herewith which are mentioned below and subject to the restrictions and conditions reserved hereunder:
 - (i) To hold the premises hereby granted and demised unto the LESSEE for a period of 52 years from 10.08.2019 to 9.08.2071 yielding and paying therefor unto the LESSOR the several rents and royalties mentioned below:
2. The LESSEE shall have the liberties powers and privileges hereunder namely:-
 - (i) At all times during the term hereby demised to enter upon the said lands and to search for mine bore dig drill or win work dress process convert carry away and dispose of the said mineral
 - (ii) To sink drive make maintain and use in the said lands in pits shafts inclines drifts levels waterways airways and other works and to use maintain deepen or extend any existing works of the like nature in the said lands

- (iii) To work, construct, maintain and use in or under the said lands any engines, machinery plant, dressing floors, furnaces, coke ovens, brick kilns, workshops, storehouses, bungalows, godowns, sheds, dwelling houses for workmen and other employees on the said works and other buildings and other works and conveniences of the like nature on or under the said lands
- (iv) To make any roads railways tramways and other ways in or over the said lands and to use maintain and go and trespass with or without cattle wagons locomotives or other vehicles over the same.
- (v) To quarry and get stone gravel and other building and road materials and clay
- (vi) To appropriate and use water from any streams water courses springs or other sources wells in or upon the said lands and to divert step up or dam any such stream or water course and collect or impound any such water and to make construct and maintain any water course culverts drains or reservoirs
- (vii) To enter upon and use a sufficient part of the surface of the said lands and the adjacent lands of the LESSOR for the purpose of stacking heaping storing and depositing thereunder any produce of the Mines quarries or works carried on and any tools equipment earth and materials and substances dug or raised under the liberties and powers mentioned hereunder
- (viii) To enter upon and use a sufficient part of the said lands to beneficiate any ore produces from the said lands and to carry away such beneficiated ore
- (ix) To clear the undergrowth and brush and to fell and utilize any trees or timber standing or found on the said lands and to carry away limestone from the quarries hereby demised all the year round and to dispose of the same at the LESSEE will and pleasure.
- (X) To work, construct, maintain and use the said land and to construct factory or factories for manufacturing of cement and its allied products and other products as may be decided by the Lessees relevant to its objects, to construct store houses, bungalows, godowns, sheds, dwelling houses for workmen and other employees and other appurtenant non-factory buildings

auxiliary to the factory activities and other buildings and convenience of a like nature on the said lands.

(xi) Enjoy quiet and personal possession of the land and use it for any lawful purpose subject to the conditions specified hereunder:

(xii) and generally do all things which shall be convenient or necessary for working getting making it merchantable disposing of the quarried limestone and for obtaining the benefit of the rights liberties and privileges hereby granted

3. There is expected and reserved to the LESSOR and LESSEE and all persons authorized by the LESSOR and LESSEE free liberty.

Owith or without cattle carts or vehicles to use or to cross any roads or ways now made or hereafter under the authority of this deed to be made upon the said lands or any adjoining lands of the LESSOR

4. The LESSEE shall pay the following rents and royalties during the said term of (ninety-nine) years namely: -

(i) yearly rent at the rate of 25% (twenty five percent of the annual Deed Rent payable by the LESSEE to the Government or 25% (twenty five percent) of the Royalty per ton payable by the LESSEE to the Government which-ever is higher provided the LESSEE shall pay a rent of Rs. 5,000/- (Rupees five thousand) per acre per year which will be increased in a block period of five years with the mutual consent of the parties hereto, until such date as the Mining Lease is obtained by the LESSEE from the Government to work the lands hereby demised and the Dead Rent becomes payable to the Government under the said mining lease

(ii) the rent aforesaid shall be paid without any deduction except for the LESSOR land-tax or Surface Rent in equal quarter-yearly payments on the 30th day of June, 30th day of September, 31st day of December and 31st day of March in every such financial year. In the case of the Royalty the same shall be calculated at the aforesaid rate on the quantity of limestone removed by the LESSEE during every quarter-yearly in any financial year and paid in quarter-yearly payments on the 30th day of June, 30th day of September, 31st day of December and 31st day of March in every such financial year

5. The LESSEE for themselves and their assigns and to the intent that the obligations may continue throughout the term hereby created covenant with the LESSOR as follows:
- (i) to pay the Royalties and other taxes if any except land tax and cesses thereon
 - (ii) to pay the reserved rents and Royalties at the times and in the manner aforesaid
 - (iii) to work the demised quarries limestone in a proper and efficient manner and according to the approved methods in similar undertakings in the district.
 - (iv) to keep all dwelling houses buildings engine and fixed machinery roads pits levels watercourses and other works now standing if any and used for the purpose of working of the demised premises under this deed in good and substantial repair condition and working order
 - (v) to make and keep in repair sufficient fences, compound wall for the protection of men and beast round every quarry pit or other open place made or hereafter to be made in the said lands for the purposes of working the demised premises
 - (vi) to pay to the occupiers of the adjacent lands compensation due under law for any damage injury or loss sustained in consequence of their cattle or sheep falling into any quarries or pits or being otherwise injured by reason of the neglect or default of the LESSEE
 - (vii) to keep the LESSOR indemnified against all actions proceedings claims in respect of any such injury or damage as is referred to in the clause above or any other loss or damage or liability in respect or arising out of the working of demised premises
 - (viii) to permit the LESSOR and his agent with or without clerks surveyors workmen and other persons at all reasonable times to enter upon and inspect the demised quarries and premises and every part thereof

- (ix) To keep or cause to be kept on the demises premises or at some other place approved by the landlord proper books of account wherein shall be entered the quantities of the limestone get by virtue of this Deed with the dates of production and all such particulars as may in the opinion of the LESSOR be necessary or convenient for ascertaining the amount of Royalties to be paid hereunder and to permit the LESSOR or their agents at all reasonable times to inspect the said books of account and to take copies or extracts therefrom and within fourteen days after each of the rent days hereinafter specified to make out and deliver to the LESSOR or their agent a sufficient abstract of the said books of account for the preceding quarter year showing the amount of the Royalties then payable
 - (x) To sublet, underlet, mortgage and/or otherwise transfer or part with possession of the demised land or any part thereof otherwise to any person or persons on its own, not amounting to a sale, for achieving the objectives of this lease.
 - (xi) At the determination of the tenancy to deliver up the demised premises with all buildings, fixed machinery, quarries, workings, roads fixtures and other conveniences which shall then be upon or within the said lands in connection with the working of the demised premises (save such articles in the nature of trade fixtures as the LESSEE are by law entitled to remove) in good and substantial repair condition and working order in accordance with the covenants hereinbefore contained (unavoidable accidents excepted) to the intent that the same may be available for getting any of the demised limestone which then remains ungot
6. Notwithstanding anything contrary stated in these presents the LESSOR hereby specifically reserve their absolute and unconditional right to terminate this lease without any compensation whatsoever to the LESSEE from such date as may be informed by the LESSOR in writing to the LESSEE in the event. The LESSEE company is nationalized or its management taken over by the Government or by any corporation or department controlled by the Government either by law or otherwise

SCHEDULE:

