

THIS AGREEMENT is made on this _____ day of _____, Two Thousand and Seventeen

BETWEEN

Eastern Coalfields Limited, an existing Government Company under the Companies Act, 2013 having its registered office at Sanctoria, P.O. Dishergarh, Dist. Burdwan 713 333, West Bengal, India, hereinafter referred to as “ECL” or the “**First Party**” (which expression shall, unless repugnant to the subject or context be deemed to include its successor or successors and/or assigns) of the **ONE PART**

AND

_____, son of _____, by religion _____, by occupation _____ residing at _____ hereinafter referred to as the “**Second Party**” (which term shall include his heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS:-

- A. The First Party is a Government Company primarily engaged in production of coal
- B. In order to enhance its coal production, the First Party intends to procure _____ hectares of land in _____ from the Government of West Bengal (hereinafter referred to as the “**State Government**”) for expansion of its existing projects/ mines and also for developing new projects thereon.
- C. The Second Party is in possession of land measuring _____ hectares in Mouza _____, JL No. _____ P.S. _____ District – Burdwan, (hereinafter referred to as “the **Said Land**”) which has been granted to the Second Party by the State Government in the nature of ‘Patta’.

- D. The Second Party is willing to relinquish his right title and interest to the Said Land in favour of the State Government and on such relinquishment the First Party is desirous of applying to the State Government for transfer of the Said Land in its name to enable the First Party to expand its business and/ or set up new projects thereon.
- E. The parties have agreed to sign and execute this Agreement for recording the terms and conditions agreed upon between the parties.

Now it is hereby agreed and declared between the Parties and this Agreement witnesseth as follows:

- 1 Subject to and in accordance with the terms and conditions contained in this Agreement, the Second Party agrees that it shall relinquish and surrender to the State Government, his entire right, title and interest to the Said Land being Patta Land measuring ____ in _____ more fully described in the **Schedule** hereto and thereon bordered "RED" and for such purpose, shall within ____ days from the date of this Agreement, submit an application to the State Government in accordance with the terms and conditions stipulated by the State Government for cancellation of the 'Patta' granted by the State Government in his favour and also relinquishing and surrendering his right, title and interest to the Said Land in favour of the State Government.
2. On acceptance of the application for surrender, relinquishment and cancellation of 'Patta' submitted by the Second Party to the State Government in terms of Clause 1 hereof, the Second Party shall hand over peaceful, vacant and encumbrance-free possession of the Said Land to the State Government after following the rules, regulations and procedure prescribed by the State Government for such purpose.

3. The Second Party further agrees and undertakes to sign and execute all necessary documents for relinquishment and surrender of his right, title and interest to the Said Land and undertakes to co-operate with the relevant Department/ Ministry of the State Government for the purpose of effecting such relinquishment and all costs, charges and expenses for such relinquishment shall be paid and borne by the Second Party.
4. On cancellation of the 'Patta' granted by the State Government pursuant to relinquishment and surrender of the right, title and interest to the Said Land by the Second Party, the First Party shall be entitled to apply to the State Government for transfer of the Said land in its name in accordance with the provisions contained in the Memo No. 67/S(reg ECL)/17 dated 11/01/2017 published by the Government of West Bengal, Office of the District Land and Land Reforms Officer, Burdwan for the purpose of expansion of its business and/or for setting up new projects thereon and the Second Party shall not raise any objection to such application being made by the First Party to the State Government.
5. If the Patta land of the Second Party is less than 2 acres, the Second Party shall be entitled to club the area of the Said Land being relinquished by him in terms of this Agreement with land being relinquished by other patta holders in the said area and also with freehold land being transferred to the First Party by land owners in the said area so that the total area of land being relinquished by the patta holders to the State Government together with free hold land being transferred by the said land owners to the First Party is at least 2 (two) acres and the Second Party together with such patta holders / land owners shall be entitled

to jointly nominate one person for employment in the company of the First Party in terms of Clause 6 hereof.

6. For every 2 (two) acres of patta land or freehold land being relinquished and surrendered to the State Government and/or being transferred to the First Party respectively as the case may be, the Second Party shall be entitled, either alone or together with the other patta holders and land owners in the said area, to request for employment for one person nominated by them in the company of the First Party by submitting the application form prescribed by the First Party duly filled in, together with the Patta Certificate or title deeds as the case may be and other documents evidencing their right, title and interest to the patta land / freehold land and also the application submitted by the Patta holders to the State Government for relinquishment of right, title and interest to the Patta land. The First Party shall give employment to the person nominated by the Second Party together with the other patta holders and land owners only on transfer of at least 2 (two) acres of land by the State Government and the said land owners in its favour in accordance with the Rehabilitation and Resettlement Policy of Coal India Limited (R&R Policy), the Service Rules and all Employment Norms and Guidelines of the First Party.
7. Within ____ days from the date of execution of this Agreement, the Second Party shall submit to the First Party, an Affidavit affirmed before the First Class Magistrate, inter-alia stating therein the name of the person nominated for employment in the company of the First Party, the total area of land being relinquished and affirming the genuineness of all copies of documents submitted by the Second Party for employment of the person nominated by him in the company of the First Party and also agreeing to be bound by the terms and

conditions contained in this Agreement and the Rehabilitation and Resettlement Policy of Coal India Limited (R&R Policy) and also the Service Rules and all Employment Norms and Guidelines of the First Party.

8. This Agreement shall not be terminated by either Party to this Agreement for any reason whatsoever.

In witness whereof the Parties have executed and delivered these presents at Kolkata on the day, month and year first above written.

Signed, sealed and delivered

on behalf of Eastern Coalfields

Limited by _____, an

Authorised Officer,

in the presence of:

Signed and delivered by the

Second Party, Mr.

_____, in the presence

of:

A

DATED THIS DAY OF , 2017

Between
Eastern Coalfields Limited

And

Agreement

Fox & Mandal,
Advocates,
12, Old Post Office Street,
Kolkata – 700 001.

Before the First Class Magistrate,

AFFIDAVIT

I, _____, son of _____, aged _____ years, by faith _____, by occupation _____, residing at _____ do hereby solemnly affirm and state as follows:

1. In accordance with the provisions and the terms and conditions contained in the Agreement dated _____ executed between Eastern Coalfields Limited (in short "ECL" and me (hereinafter referred to as the "Agreement"), I have submitted an application to the Government of West Bengal ("State Government") for cancellation of the Patta granted in my favour and also for relinquishing and surrendering my entire right and interest to Government land measuring _____ in the nature of 'patta land' (hereinafter referred to as the "Said Land") in favour of the State Government and the said application has been accepted by the State Government.
2. The Said Land or any part thereof is free from all encumbrances and charges and I have not created any mortgage including mortgage by deposit of title deeds in respect of the Said Land.
3. I, along with the other patta holders/land owners namely _____ have relinquished our right, title and interest to _____ acres of land and/or transferred _____ acres of freehold land in _____ and have jointly submitted an application to ECL, nominating _____, son of _____, by religion _____ and residing at _____ for employment in Eastern Coalfields Limited subject to the terms and conditions contained in the Rehabilitation and

Resettlement Policy of Coal India Limited (R&R Policy) and Service Rules and all Employment Norms and Guidelines of ECL, copies of which have been forwarded to me and the same were explained to me in Bengali by the _____ Manager of ECL.

4. I agree that employment to the person mentioned by me along with the other Patta holders and land owners mentioned in paragraph 3 hereof shall be given by ECL only on transfer to ECL by the State Government and the said land owners of at least 2 acres of land.
5. All statements contained in the Application Form submitted by me to ECL are true to my knowledge and all documents submitted by me to ECL in support of my application nominating _____ for employment in ECL are genuine.
6. I agree to be bound by the terms and conditions contained in the Agreement dated _____ and also by the terms and conditions of the R&R Policy of Coal India Limited and the Service Rules and all Employment Norms and Guidelines of ECL.
7. The statements contained in the foregoing paragraphs are true to my knowledge.

Solemnly affirmed by the said

_____ on _____,

2017 at Kolkata

DEPONENT

Identified by me

Advocate

Anandita/ECL/Affidavit(patta land)