

Agreement under section 14(1) of the Coal Bearing Areas (Acquisition & Development) Act, 1957 read with section 108 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013

This agreement made this the _____ day of _____, 20__ BETWEEN Eastern Coalfields Limited (hereinafter referred to as “ECL”), a subsidiary of Coal India Limited, and a government company having its registered office at Sanctoria, Dishergarh, Paschim Burdwan, West Bengal – 713 338, through the Area General Manager, Rajmahal Area, ECL, the designated “Competent Authority” under section 19 of the Coal Bearing Areas (Acquisition & Development) Act, 1957 (hereinafter described as the “CBA Act”) of the FIRST PART (which term, unless repugnant to the context, shall mean and include its successor, assigns, and transferee company)

AND

Sri/Smt _____, son/daughter/wife of _____, aged about _____ years, by occupation _____, residing at _____, of the SECOND PART (which term, unless repugnant to the context, shall include his/her legal heirs and successors)

WHEREAS the Government of India issued a notification vide SO No. _____ dated _____, under section 4(1) of the CBA Act in respect of _____ hectors of land at mouza _____, block/tehsil _____, district _____, in the State of Jharkhand published in the Government of India Gazette No. _____, dated _____

AND WHEREAS the Government of India issued a notification vide SO No. _____ dated _____, under section 7 of the CBA Act, declaring its intention to acquire _____ hectors of land at mouza _____, block/tehsil _____, district _____, in the State of Jharkhand published in the Government of India Gazette No. _____, dated _____

AND WHEREAS the Government of India issued a notification vide SO No. _____ dated _____, under section 9 of the CBA Act, in respect of _____ hectors of land at mouza _____, block/tehsil _____, district _____, in the State of Jharkhand published in the Government of India Gazette No. _____, dated _____

AND WHEREAS on publication of notification dated _____, under section 9 of the CBA Act the notified land and all the rights in and over the said land vested absolutely in the Central Government, free from all encumbrances, as provided for by the section 10 of the CBA Act

AND WHEREAS the Government of India issued a notification vide SO No. _____ dated _____, under section 11(1) of the CBA Act and published the same in the Government of India Gazette No. _____, dated _____, whereby _____ hectors of land, and all the rights in and over the said land, at Mouza _____, block/tehsil _____, district _____, in the State of Jharkhand vested absolutely in the party of the FIRST PART, free from all encumbrances; a copy of the gazette notification bearing No. _____, dated _____, issued under section 11(1) of the CBA Act, is enclosed hereto and made a part and parcel of this agreement

AND WHEREAS prior to 1st of September, 2015, declaration of acquisition had been published under CBA Act but determination of compensation was not made under section 13(5) of the CBA Act and possession of land was not taken, the party of the SECOND PART who is/are the tenant(s) and occupier(s) of plot No. ____ (brief details of the plot/plots) coming within the mischief of the said notification No. _____, dated _____, under section 11(1) of the CBA Act, is/are entitled to the benefits of fair compensation, rehabilitation, and resettlement, under the provisions of Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as “RFCTLARR Act”)

AND WHEREAS the Collector, district _____, Jharkhand, has circulated the market value of different types of land, through Circular No. _____, dated _____, a copy which of is enclosed hereto and made a part and parcel of this agreement, and the rates contained therein are applicable in the whole collectorate including _____ mouza of district _____

AND WHEREAS the Ministry of Coal, Government of India, has circulated a clarification bearing Reference No. _____, dated _____, providing that Coal India Limited and/or its subsidiaries may enter into agreements with the land owners under section 14(1) of the CBA Act for fixing compensation, so that the same may be adopted if beneficial to the affected families

AND WHEREAS the _____ project of ECL, for which the land has been acquired under the CBA Act, is an existing one with sufficient manpower and no new job or scope of employment is created because of the said acquisition of land, the affected families, including the party of the SECOND PART, were offered to choose from the options of one time monetary compensation and annuity

disbursable per month as per the provisions of the Second Schedule of RFCTLARR Act along with compensation against land as per the provisions of the First Schedule of the said Act

AND WHEREAS a meeting for fixing compensation against the above mentioned acquired land in mouza _____, block/tehsil _____, district _____, Jharkhand, was held with the villagers, persons interested and the affected families, including the party of the SECOND PART herein, on _____, and many of the affected families and persons interested expressed their unwillingness to accept the benefits according to the provisions of First and Second Schedules of the RFCTLARR Act without employment of one member of each of the affected families

AND WHEREAS there is no existing State policy framed by the Jharkhand State Government for rehabilitation and resettlement of project affected families that can be resorted to under the provisions of section 108(1) and section 108(2) of the RFCTLARR Act, to accommodate the demand of some of the affected families, and the persons interested, for the market value of the acquired land as per the State Government notification along with employment as per the provisions of the Rehabilitation & Resettlement Policy, 2012 of Coal India Limited read with the norms and practices of ECL, because the same is more beneficial to them

AND WHEREAS the party of the FIRST PART, under the direction and advice of the Government of India decided to offer to the affected families to choose from one of the two options viz.

- i. Compensation, and rehabilitation and resettlement benefits, calculated and determined as per the provisions of the First and Second Schedules of RFCTLARR Act, without any provision of employment; or
- ii. Land compensation as per current market value notified by the Government of Jharkhand, along with employment in any project of ECL as per Rehabilitation & Resettlement Policy, 2012 of Coal India Limited;

By entering into an agreement under section 14(1) of the CBA Act, read with section 108(1) and 108(2) of the RFCTLARR Act

AND WHEREAS the Rehabilitation & Resettlement Policy, 2012 of Coal India Limited, which has been administered and followed in all of its subsidiary companies including ECL, provides for payment of compensation against land as per the provisions of the acquiring Act or State Government notification, and one employment for every two acres of land

AND WHEREAS the party of the SECOND PART has expressed his/her willingness to accept the compensation of the acquired land in a lump sum on the basis of the value of land as per State Government notification along with employment as per the provisions of Rehabilitation & Resettlement Policy, 2012 of Coal India Limited, as the same is more beneficial to him/her/them than the rehabilitation and resettlement benefits along with the compensation contemplated in RFCTLARR Act taken together, and desired to receive the demanded compensation as aforesaid along with employment in any project of ECL by entering into an agreement under section 14(1) of the CBA Act

AND WHEREAS in the absence of any policy framed by the Jharkhand State Government for rehabilitation and resettlement of project affected families which can be resorted to under section 108(1) and 108(2) of the RFCTLARR Act, the party of the SECOND PART has given his/her/their written consent through an affidavit sworn before _____ (an executive/judicial magistrate) on _____ (date) declaring his/her/their consent to and acceptance of compensation for land as per State Government Notification, dated _____, along with rehabilitation and resettlement benefits as per Rehabilitation & Resettlement Policy, 2012 of Coal India Limited

AND WHEREAS ECL, the party of the FIRST PART, in which the acquired land along with all rights in and over the same has vested, absolutely free from all encumbrances, under the direction and advice of the Ministry of Coal, Government of India, is agreeable and ready to make the payment of land compensation on the basis of the value of the land as per the Jharkhand State Government notification, along with employment, as per the provisions of Rehabilitation & Resettlement Policy, 2012 of Coal India Limited.

NOW THIS AGREEMENT WITNESSETH AS HEREUNDER

1. THAT the party of the SECOND PART declares and assures that he/she/they is/are the exclusive owner(s) of Plots No. _____, under Survey/Gut/Khasra No. _____ comprising of _____ acres in mouza _____, tehsil _____, district _____, in the State of Jharkhand, which has been acquired/out of which _____ acres has been acquired by the Government of India and stands vested in ECL and that there is no dispute or litigation pending in respect of ownership, rights, title, or interest, in or over the said land in any court of law and the party of the SECOND PART alone/together is/are exclusively entitled to receive the amount of compensation.

2. THAT the party of the SECOND PART hereby agrees to and endorses the details of the acquired land and the calculation of compensation as shown below:

Plot No.	Total Area (Ha)	Acquired Area (Ha)	Class of Land (In Area)			Total Area in Acre	Land Rate per acre as per GR			Total Amount as per GR
			.Irrig	Non. Irrig	Barr.		.Irrig	Non. Irrig	Barr.	

3. THAT the party of the SECOND PART agrees to receive the compensation against land, determined as Rs. _____ on the basis of the rates fixed by the State Government of Jharkhand, and undertakes to accept the amount of compensation to be paid by A/C PAYEE cheque of the aforesaid amount, to be issued by the party of the FIRST PART, against the aforesaid acquisition of land by Government of India.
4. THAT the party of the SECOND PART further agrees to accept one employment to his/her/their nominee in any project of ECL in terms of the Rehabilitation & Resettlement Policy, 2012 of Coal India Limited, read with the prevalent norms of ECL/monetary compensation in lieu of employment as rehabilitation and resettlement benefits as per provisions of the Rehabilitation & Resettlement Policy, 2012 of Coal India Limited.
5. THAT the party of the SECOND PART further declares that he/she/they has/have not engaged any person other than a member of the family in connection with the land acquired during last five (5) years, and that livelihood of no person other than that of the members of the family is disturbed due to the acquisition of land and the process therefor.
6. THAT the aforesaid amount of Rs. _____ comprises of the cost of land and all interests attached to the land such as fruit bearing trees and other trees, wells, construction (excluding the Bastu/Residential house), if any, and other permanent fixtures attached thereto or standing thereon, etc, and the party of the SECOND PART shall not be entitled to any additional compensation on any account whatsoever.
7. THAT the amount to be paid under this agreement, is inclusive of all factors and components provided under the CBA Act and RFCTLARR Act and it is further agreed that the party of the

SECOND PART shall not be entitled to any solatium, escalation, additional compensation, and interest in addition to the aforesaid amount of compensation.

8. THAT on receiving the amount of compensation of Rs. _____ (*in words*) as full and final settlement on account of compensation against land, the party of the SECOND PART will handover/deliver the peaceful and vacant physical possession of the said land, simultaneously with receipt of the amount of compensation in favour of the party of the FIRST PART through its authorised officer as the right, title, and interest, in and over the said land already vested in the Central Government and presently stands vested in the party of the SECOND PART, ECL.
9. THAT if after disbursal of the amount of compensation and taking over possession by the party of the FIRST PART, any litigation arises or it transpires that the party of the SECOND PART is not entitled to that amount, or the party of the FIRST PART is required to pay any amount to any other person or authority, the party of the SECOND PART shall on demand refund the said amount to party of the FIRST PART with interest at the rate of 15% per annum, from the date of receipt of the said amount till it is refunded.
10. THAT if the party of the SECOND PART fails to refund the said amount to the party of the FIRST PART, without prejudice to any other rights and remedies for enforcement of refund or indemnity, the Government of India, on whose behalf, the party of the FIRST PART is paying the compensation, shall have the full rights to recover any sum determined by the Competent Authority to be due and payable by the party of the SECOND PART through the agency of ECL as arrears of government dues and as public demand.
11. THAT the party of the SECOND PART shall keep the party of the FIRST PART indemnified, against any claim, compensation, loss or damage, claimed by any other person, and also against all liabilities, losses, damage suffered or any cost, tax liability, charges, and expenses incurred by the party of the FIRST PART, in respect of the said land.
12. THAT the party of the SECOND PART has elected to accept compensation against land as per the Jharkhand State Government notified market value along with employment in any project of ECL as per Rehabilitation & Resettlement Policy, 2012 of Coal India Limited, which will be considered as the agreed rate as per the provisions of section 14(1) of the CBA Act.
13. THAT both the parties hereby declare that they have entered into this agreement willingly without any duress or coercion exerted by any authority or person whosoever.

14. THAT the party of the SECOND PART will receive the compensation and resettlement benefits as per Rehabilitation & Resettlement Policy, 2012 of Coal India Limited since the said benefits are more beneficial to him/her/them than the benefits that would have been receivable under the provisions of the RFCTLARR Act, and he/she/they execute this agreement under section 14(1) of the CBA Act as full and final settlement of his/her/their claims.

IN WITNESS WHEREOF THE PARTIES HERE UNTO PUT THEIR RESPECTIVE SIGNATURES AND SEALS IN PRESENCE OF WITNESSES ON THE DAY AND DATE MENTIONED AT THE OUTSET

Party of the SECOND PART

Party of the FIRST PART

No. SIGNATURE(s) / LTIs

1. Name _____
 Address _____

EASTERN COALFIELDS LIMITED:
BY THE PEN OF AND THROUGH
AREA GENERAL MANAGER,
_____ AREA, ECL

2. Name _____
 Address _____

SIGNATURE & SEAL

3. Name _____
 Address _____

WITNESSES:

1.

2.

3.