Memorandum of Understanding

(MOU)

BETWEEN

DOLOO TEA COMPANY INDIA LIMITED

AND

Barak Cha Shramik Union (BCSU)

AND

Akhil Bharatiya Chah Mazdoor Sangha

AND

Barak Valley Cha Mazdoor Sangh (BVCMS)

is Agreement is made on this 7th day of March, 2022

BETWEEN

DOLOO TEA COMPANY INDIA LTD, a limited company duly incorporated under the Companies Act, 1956 having its Registered Office at PO Dalu, Assam, acting through and duly represented by its Deputy General Manager- Mr Supriya Sikdar, resident of “Eternia
complex”, Badu Road, Madhyamgram, Kolkata 155, and Mr Deepak Chakraborty, Director of
the Company, hereinafter called “Company” (which expression unless repugnant to the
context or meaning thereof shall be deemed to include their heirs, representatives, executors,
administrators and assigns of the FIRST PART.

AND

Barak Cha Shramik Union a workers union having its Registered Office at Sadar Ghat,
Silchar represented by the General Secretary Mr. Ajit Singh, being the nominated authority of
the said union hereinafter called as “BCSU” (which expression unless repugnant to the present
context or meaning there of shall be deemed to include its successors in office of the
SECOND PART.

AND

Akhil Bharatiya Chah Mazdoor Sangha, a workers union having its Registered Office at
Sahid Bhavan, Malugram, Silchar-2, represented by The President Mr. Chunnilal Bhattacharjee,
being the nominated authority of the said union hereinafter called as “ABCMS” (which
expression unless repugnant to the present context or meaning there of shall be deemed to
include its successors in office of the THIRD PART.

AND

Barak Valley Cha Mazdoor Sangh, affiliated to Bharatiya Mazdoor Sangha, a workers
union having its Registered Office at Banipara, Near Capital Travel, Club Road, Silchar-
1, represented by The General Secretary, BMS, Mr. Rajiv Kumar Nath, being the nominated
authority of the said union hereinafter called as “BVCMS” (which expression unless
repugnant to the present context or meaning there of shall be deemed to include its successors
in office of the FOURTH PART.

Whereas all parties are collectively addressed as “Parties” in this Agreement.
Whereas party of the SECOND, THIRD AND FOURTH part is collectively addressed as
“Union” in this Agreement.

WHEREAS, The Company is running a tea plantation business in Silchar, Assam by the name
of Doloo tea estate and the parties of Second, Third and Fourth part, have workers affiliated to
their respective union working in the said tea estate.

WHEREAS, The total grant area of the periodic khiraj lease in which the Company has its tea
plantation is almost 9250 Bighas and the same was granted to it by the State government of
Assam under Assam land revenue and recognition Act.

Rajib Kumar Nath
BVCMS
WHEREAS, the State government of Assam, is desirous to develop a new international greenfield airport in Silchar as the current one is a defense airport. Subsequently, the Company was approached by the State government of Assam to relinquish 2500 Bighas out of the total 9250 Bighas of land to set up the international Greenfield Airport. This was based on a prefeasibility study conducted by a multidisciplinary team from Airport Authority of India and officials of State government of Assam wherein Doloo tea estate was the most feasible site for a new Airport out of all available sites near Silchar.

WHEREAS, parties of the Second, Third and Fourth Part, agree that the compensation received from such land relinquishment would be beneficial for the Company and its workers. Hence, vide a joint meeting on 4th January 2022, the Union gave no objection to the Company in writing, to enter into such a transaction with the State government of Assam.

WHEREAS, keeping in mind the benefit this project would bring to the general public, entire region and the garden workers, the Company relinquished the said 2500 Bighas land out of the total 9250 Bighas of leased land to the State government of Assam in lieu of compensation for the tea bushes, shade tree on the said piece of 2500 Bighas of land.

WHEREAS, parties of the Second, Third and Fourth Part wish to protect the interest of its affiliated workers working in the said tea estate and hence the need for this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The parties agree to settle the matter in presence of Deputy Commissioner, Cachar district in relation to the above-noted matter.

The provisions of the Agreement are as follows:

1. The Parties agrees to be bound by the confidentiality provision of this Agreement. Any individual signing on behalf of the Company or the Union represents that he has authority to execute the Agreement.

2. One Monitoring committee to be appointed by the Deputy Commissioner, Cachar, to monitor the execution of the commitment by both the Management and Union.

3. **Obligations of the Company**

   a) The Company, upon receipt of compensation from the State government of Assam, will clear the following dues of the workers.

   I. Outstanding PF contributions deducted from workers along with matching contribution of the employers standing outstanding as on date will be cleared within 15 days of receipts of fund (Compensation) or the District
Administration may also deduct the amount from source and directly deposit with the PF authority.

Further, interest levied by ATEPFO for delayed deposit of PF contribution will be cleared as per time line granted by the ATEPFO. The management also assures that hence forth there will not be any default in payment of PF contribution with ATEPFO.

II. All pending past gratuity claims of the retired or deceased workers of the tea estate, subject to submission of gratuity claim forms and bank account details by these workers. The Company will verify the same and if found genuine the same will be paid within 1 month of written submission of the claim. The Company assures that going forward all dues on account of gratuity of retired workers will be cleared on time without any delay. As requested by the Union, Company will submit list of the retired or resigned workers as on date to the union.

III. Rs 20.00 Lakhs approximately outstanding on account of arrear wages of permanent workers out of the total arrear wages of approximately Rs 40.00 Lakhs and another Rs. 10.00 Lakhs approximately payable to casual workers will be paid at a time within 1 (one) month from receipt of fund against proposed acquisition of land for Green Field Airport.

b) The Company assures the “Union” that it will not retrench or layoff any worker from its payroll in spite of reduction in area under tea plantation.

c) Many workers would be deployed in new development activities like new plantation, infilling, drainage etc. As discussed in a meeting in ALC office, held on 5th March’22, total virgin land available in the garden is 101 hectare which will be taken up for extension planting and on the other hand uprooting and replanting, rejuvenation and infilling will be done in balance 508 ha land in a span of 7 to 8 years keeping in mind the industry norms, so that Doloo tea estate can become a 609 ha fully consolidated tea estate within the next 7 to 8 years.

d) The Company assures the “Union” that it will undertake plantation of new tea bushes in fresh available land to maximize area under tea and will also undertake program for infilling vacant areas to consolidate tea plantation in addition to rejuvenation of tea area, if any.

e) The Company assures the “Union” that it will invest in development of infrastructure of the tea estate like labour quarter, internal roads, drinking water etc. Company will
also invest in some ancillary developmental works like providing of Ambulance to Hospital, restructuring of football ground and some aid to local schools etc as requested by the Union.

The Company, assures the "Union" that it will invest in development of processing infrastructure of the estate by installing new machines, upgrading old machines etc.

The Company assures the "Union" that it will develop pathway/road to the workers from Lalbag division to that they can commute conveniently to the place of work.

h) The Company assures the "Union" that it will slowly convert all kucha houses to pucca as per the specifications laid down vide Govt. Notification No GLR(RC)41/96/171, dttd 22.08.2003 @8 percent of the resident workers annually by providing CGI roofing sheet every year to 80 houses in addition to repair work of labour quarters and also undertake repair works in allocated staff quarters. However, once a kucha house is given CGI roofing sheets, the Company will not spend any money on repair of the same house for the next 5 years.

i) The Company assures the Union that since Mainagarh division is losing the maximum land area, it will absorb the workers from this division to work in the other divisions of the tea estate till the time new plantation in Mainagarh division is completed.

j) The Company assures the Union that new water arrangement will be made for the worker families of Lalbag division since it would lose the current water pumping station.

4. **Obligations of the Union**

a. The Union assures that the workers will improve their work timing and report to work latest by 8.00 am.

b. The Union assures that the workers will follow strict code of discipline in the garden.

c. The Union assures that they will intimated the Company before holding any public meeting inside the said tea estate.

d. The Union assures that the Company can place workers anywhere in field and factory as per the Companies discretion. Also for providing employment to all workers, the Company can interchange workers from one division to another or one department to another, in consultation with the Union.

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Rajb. Kumar

BVC MS
I have read, understand and agree to the provisions of this Agreement signed this 7th day of March’ 2022.

WITNESS WHEREOF the parties have set their respective hands at Silchar, Assam, on this 7th Day of the month of March in the year 2022 first here-in-above written.

For Doloo Tea Company (I) Ltd. For Union For State Govt.

For DOLOO TEA COMPANY (INDIA) LTD
1. Director
   Vom
   Directs

For General Secretary
BARAK CHA SRAMIK UNION
SILCHAR

Deputy Commissioner:
Cachar, Assam

DY. General Manager
2. BDM
Doloo Tea Estate

Assistant Labour Commissioner
Asst Labour Commissioner
Silchar, Cachar

Rajib Kumar Nath
3. BVCMS:
   President

For Tea Association:
Secretary TAF
Tea Association of India
Barak Valley Branch
Silchar

WITNESS:

1. Vishes Nath
2. (Nawam Apri)
3.