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Purchased By:  
SAIRAM REDDY PALICHERLA  
S/o RAVINDRANATH REDDY P  
R/o KANHA  
For Whom  
HEARTFULNESS INSTITUTE

*M Shiva Kumar*  
M SHIVA KUMAR  
LICENSED STAMP  
VENDOR  
Lic. No. 14-11-003/2011  
Ren.No. 14-11-058/2023  
1-11 Chegur Village,  
Nandigam Mandal,  
Rangareddy Dist  
Ph 9705048466

### MEMORANDUM OF UNDERSTANDING

MOU No.....

#### **Sustainable Development & Community Engagement Projects in Various Coal Mines of Coal India Ltd.**

The Memorandum of Understanding (MOU) is made and executed on 3<sup>rd</sup> Day  
of July 2025 at Hyderabad.

BY AND BETWEEN

Coal India Ltd. having its registered office at Coal Bhawan Premise No-04  
MAR, Plot No-AF-III, Action Area-1A, Newtown, Rajarhat, Kolkata - 700156  
and represented by its Executive Director (Environment), Shri C. Jayadev,  
herein after referred to as 1<sup>st</sup> PARTY.

*[Signature]* *[Signature]*

OFFICE OF THE  
DISTRICT REGISTRAR  
RANGAREDDY DIST., T.G.  
JAN 5 2024  
STAMP DEPOT





AND

Heartfulness Institute, having its office at 13-110, Kanha Shantivanam, Kanha Village, Nandigama Mandal, Rangareddy District, Telangana 509325, represented by Special Officer, Shri Sanjay Seghal, hereafter referred to as the 2<sup>nd</sup> PARTY.

It is proposed that Heartfulness Institute will undertake the Sustainable Development Projects / afforestation projects at pre-agreed locations, which may include but not limited to Ecosystem rejuvenation, developing eco-park, Creating Rain Forests on degraded dump areas of mines, Green Wall, Bio Diversity Forest, and Community engagement project at the closed /abandoned /operating mines and locations mutually agreed between them and Coal India.

Whereas, 1<sup>st</sup> PARTY, is a Maharatna Company, mainly in the business of extraction of Coal.

Whereas, 2<sup>nd</sup> PARTY is not-for-profit organization established to operate inter alia in the fields of spirituality & yoga, ecological restoration, forestry etc., and is keen to provide green environment by taking up plantation & nursery activities towards development and maintenance of landscape greenery in the closed /abandoned /operating mines but not limited to Ecosystem rejuvenation, developing eco-park, Creating Rain Forests, Green Wall, Bio Diversity Forest on degraded dump areas of mines, and Community engagement projects in mutually agreed terms, at the identified venues of 1<sup>st</sup> PARTY .

Whereas the parties have negotiated the terms and accordingly, the parties have entered into this Memorandum of Understanding "MoU" defining their respective roles and responsibilities.



Whereas the 2<sup>nd</sup> PARTY has understood, the objective, procedure and guidelines etc., and having understood the same and the various acts, rules and bye-laws framed there under, has upon agreement and with an intention to assess, participate and to get the services rendered for the activities under this MoU under its own supervision and to its satisfaction has agreed to the proposal extended by the 1<sup>st</sup> PARTY.

For the purposes of this MOU, it is agreed that implementation of the terms of engagement can be carried out by any of the organizations of the 2<sup>nd</sup> PARTY in case Heartfulness Institute needs support in fulfilling its obligations under this understanding.

**NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING has the roles for various parties as follow:**

**A. ROLE OF HEARTFULNESS INSTITUTE (2<sup>ND</sup> PARTY):**

1. Design, execute and maintain all Plantation related works and green space development, including Site Development and Preparatory Work, in the locations agreed, preferably on degraded dump areas of mines, with special focus on soil enrichment, use of innovative plantation techniques like use of activated Biochar, Jeevamritum etc. as per the approved plans and activities by 1<sup>st</sup> PARTY.
2. Fencing, if required, of the entire identified plantation zone / landscape greenery at the identified venues which are not fenced, to keep out grazing animals and trespassers and secure the sites.
3. Conduct reconnaissance survey, Prepare a key digital plan & kml file of the proposed allocated site, drone video and still photos of the site.
4. Design, execute and maintain necessary nursery, construction of labour shed, land shaping/ landscaping & terracing/ benching works, contour trenching, making approach road to the site, site clearance including removal of unwanted bushes, alignment staking, pitting, planting, casualty replacement, weeding & manuring, soil working etc., irrigation



system & soil moisture conservation work to support all existing & proposed green cover of entire campus.

5. Aerial seeding for direct broadcasting of seeds and aerial irrigation can be attempted.
6. To develop, Apiculture, sericulture, horticulture, floriculture, pisciculture, agroforestry etc and setting up cottage industries for local community engagement.
7. Set up irrigation facilities using the water source provided by the FIRST PARTY.
8. Design, execute and maintain any hardscape element such as pathways/walkways located exclusively inside the plantation area.
9. Post Plantation after care and maintenance work of greenery work undertaken for 5 years. To take over the agreed open space for greenery development and maintenance in it's as-is condition.
10. To establish requisite infrastructures for greenery support only like bore well, motor pump sets, pipeline, electricity connections, proper illumination, display signage's, other landscaping elements etc., for the greenery development of the premises.
11. To undertake survey of the community needs and design community engagement program to be presented to the FIRST PARTY.
12. Prefer to engage the local community during the development and maintenance of the projects.
13. Execute various community engagement program in consultation with FIRST PARTY including value based enhancements in schools/ institutions supported by Coal India as and when agreed separately.
14. Community engagement should refrain from token engagement and should necessarily be focused on generating value chain interventions in





commercial value chains to promote concrete self-employment opportunities. Wage employment may also be promoted as per findings of the said survey.

15. Wherever possible and to the extent possible, SECOND PARTY shall ensure participation after due training of the members of the community in the form of co-operatives/SHGs/farmer producer organizations in the different processes of the said soil enrichment activity such as production of Biochar, Jeevamritum etc. keeping in view the feasibility and viability of such collective enterprises so formed in the process.
16. 2<sup>nd</sup> PARTY shall ensure that opportunities of commercial nature such as periodic supply of equipment for setting and maintenance of irrigation system or other manual tasks of skilled nature by involving the local community providing the requisite wherewithal for long term and sustainability in terms of supply chain, financial and business management skills.
17. 2<sup>nd</sup> PARTY shall provide periodic reports on the various activities carried out.
18. The 2<sup>nd</sup> PARTY shall be wholly and solely responsible for full compliance with the provisions under labor laws and other acts of the Government.
19. The 2<sup>nd</sup> PARTY shall ensure minimum 90% survival rate of plantation at each site, the growth of which, in terms of height, at the completion of the 36<sup>th</sup> month operation shall be 2 meter. Except in the event of natural calamities, in case of failure to achieve this rate of survival with required minimum height of plants, deduction shall be made @ cost of plantation up to 5 years for each deficit in number of plants below 90% which is to be decided on the basis of a joint enumeration. The joint enumeration shall be conducted every year and at other times as will be required by the 1<sup>st</sup> PARTY.



**B. ROLE OF COAL INDIA LTD. (1<sup>st</sup> PARTY):**

1. Nominate officers as the nodal contact person to interact with the 2<sup>nd</sup> PARTY and develop a communication mechanism with specific formats and registers.
2. Shall be the only and final authority to have the possession of the identified area.
3. Shall render required administrative guidance whenever requested for.
4. Shall ensure availability of water & electricity for the green area maintenance.
5. Shall verify the work and the tasks carried out by the 2<sup>nd</sup> PARTY periodically and finally at the time of submission of bills.
6. Shall arrange requisite fund for afforestation and community engagement/ development project to 2<sup>nd</sup> PARTY as per need & project plan.
7. Responsible to provide water source at each plantation site adequate enough for achieving the desired results in plantation project.
8. Procuring Statutory approvals as may be required shall be the responsibility of the 1<sup>st</sup> PARTY.

**D. PROJECT MANAGEMENT:**

1. CIL and HI will identify the project activities from time to time during the course of the MoU.
2. HI will be responsible for preparation of detailed terms of references (TOR) including time frame and budgetary requirements for the activities to be undertaken under the MoU and finalise the same in consultation with CIL. The approved TOR shall be executed by HI as a project which shall be funded by CIL.



#### **E. MONITORING COMMITTEE:**

1. Monitoring committee consisting of 4 members of the 1<sup>st</sup> PARTY and 2 members of the 2<sup>nd</sup> PARTY will be formed upon signing of the MOU. The committee will meet monthly / as and when required to oversee that each party discharges its roles and responsibility as envisaged in this agreement. An independent scientific opinion can also be sought time to time as commonly agreed to by both parties.
2. For meetings, quorum is not established unless there is one member each from 1<sup>st</sup> and 2<sup>nd</sup> PARTY.
3. The monitoring committee shall also share the financial inflows to both the parties

The 2<sup>nd</sup> PARTY will have to submit scientific expert opinion and statistical survey report by an expert agency as approved by 1<sup>st</sup> Party to verify the claims of achievements with no extra costs for various tasks of the Project.

#### **F. RIGHTS AND OBLIGATIONS OF PARTIES**

1. This MOU shall by no means be interpreted as giving any lease rights or property title to "2<sup>nd</sup> PARTY" and the area bounded by the fence is the property of "1<sup>st</sup> party".
2. "2<sup>nd</sup> PARTY" shall not make alterations to any structure or build any structure without prior written consent/approval of "1<sup>st</sup> PARTY" during the development /maintenance period of the Project.
3. 1<sup>st</sup> PARTY shall retain ownership of the land and any assets developed thereon.
4. The 2<sup>nd</sup> PARTY shall not, under any circumstances, alienate, sublet, lease, transfer, assign, or mortgage the land, in whole or in part, or create any charge, lien, or encumbrance thereon without the prior written consent of the 1<sup>st</sup> PARTY. Any such act done without express written permission shall be deemed null and void and shall constitute a material breach of this





Memorandum of Understanding, entitling the 1<sup>st</sup> PARTY to seek immediate legal and equitable remedies.

5. "2<sup>nd</sup> PARTY" shall be liable for all the persons engaged for their part of project and for any claim from any third party arising out of this MoU.
6. 2<sup>nd</sup> Party shall engage the local people in development /maintenance of the Project except the technical experts related to the project.
7. The Monitoring committee will approve the content & design of the signboard, the number of signboards proposed and the location of placement of these signboards within the plantation area.
8. The parties shall engage an external agency to conduct a baseline survey before commencement of any project and carry out an impact assessment after year one of project completion. Corrective actions if required shall be taken by the Monitoring Committee.
9. Both parties shall draw out and agree to SOP, SOW, Financial plan for funding of the projects and Implementation plan before undertaking the projects.

#### **G. FINANCIAL CONSIDERATION AND PAYMENT TERMS**

1. Total cost of activities in connection with the projects under this MoU will be funded by CIL.
2. HI will provide the project proposals and financial requirement time to time with rate justification as per the Project Report for the various activities under this MoU and will submit the same to CIL for approval.
3. Payment terms/modality shall be part of the work order issued by CIL to HI under this MoU.

#### **H. CONFEDENTIALITY**

1. The Parties, to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of each



PARTY to perform its responsibilities under this MoU. Each PARTY agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third Parties of all technical information, data and confidential business information (hereinafter referred to as "Confidential Data").

2. Exchange, use and maintenance of Confidential Data shall be mutually discussed and agreed to by the parties.

## **I. TERMS AND TERMINATION**

1. This MOU is valid for a period of 3 years from the date "1<sup>st</sup> PARTY" and "2<sup>nd</sup> PARTY sign this MoU and may be renewed or extended for a further period of 2 years on the same terms and conditions.
2. This MOU shall stand terminated on the expiry of the term of this MOU subject to any extension as agreed by the Parties.
3. Upon termination or expiry of this Memorandum of Understanding, irrespective of the cause, all infrastructure, installations, and assets—whether movable or immovable—created, installed, or developed by the 2<sup>nd</sup> PARTY on the land or for the purposes of the project under this MoU shall automatically revert to 1<sup>st</sup> PARTY without any liability on CIL to pay compensation or entertain any claim whatsoever from the 2<sup>nd</sup> PARTY.
4. If the 1<sup>st</sup> PARTY observes that the 2<sup>nd</sup> PARTY is not discharging their duties as mandated by the agreement (such PARTY then becoming a Defaulting PARTY), then the 1<sup>st</sup> PARTY will bring this up in the Monitoring committee meeting which shall put in place a plan for remedial action by the defaulting PARTY, if after 30 days from the monitoring committee meeting there is no remedial action taken by the Defaulting PARTY, then 1<sup>st</sup> PARTY has the right to terminate the MOU with the 2<sup>nd</sup> PARTY by giving one month notice.
5. 2<sup>nd</sup> PARTY may bring up any grievance relating to the discharge of obligation by the 1<sup>st</sup> PARTY in the Monitoring Committee meeting, and if



the 1<sup>st</sup> PARTY falls to take remedial action within 30 days or such other time frame as agreed in the Monitoring Committee, the 2<sup>nd</sup> PARTY has the right to withdraw from the MOU with one month notice.

6. Any disputes arising under this Memorandum of Understanding shall be subject to the exclusive jurisdiction of the courts located in Kolkata. However, the parties agree to submit the differences in the first instance through Mediation only.

#### **J. DISPUTE RESOLUTION AND MID-TERM DISCONTINUANCE**

1. In the event that any Party intends to discontinue their involvement in the MoU prior to the agreed termination date, the aggrieved Party shall provide written notice to the other Party at least 30 days in advance. The notice shall specify the reasons for discontinuance and the intended date of cessation.
2. Upon receipt of such notice, the Parties shall engage in good faith discussions for a period of 60 days, with the goal of resolving any issues arising from the discontinuance and determining the impact on the ongoing obligations of the Parties.
3. In the event that the Parties are unable to resolve the matter through discussion, the Parties agree to resolve any disputes or disagreements arising from the mid-term discontinuance through the following process:
  - a. Adjudication:
    - i. After exhausting efforts to resolve the Dispute in the first stage as mentioned above, the aggrieved Party shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause(s), as also the amount of claim (item-wise) to the Director (Tech) of CIL for invoking resolution of the dispute through Adjudication.
    - ii. Director (Tech) of CIL can himself be the Adjudicator or can nominate an Adjudicator (a serving officer of Subsidiary / CIL not below the rank of HOD / E8, as the case may be).





- iii. During his adjudication, the Adjudicator shall give the aggrieved Party an adequate opportunity to present his case. Within 60 days (extendable by another 30 days with mutual consent) after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation, arbitral (if available in the existing contracts) or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings.

b. Mediation:

If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the above-mentioned time-frame, the aggrieved Party may proceed to invoke the process of Mediation as follows:

Any party may invoke Mediation by submitting "Notice of Mediation" to the CMD of CIL. A neutral third party, known as the Mediator, facilitates the mediation process.

The Mediation shall be conducted as per The Mediation Act 2023. The parties shall equally bear all costs of mediation, including the fees of the mediator and the charges of the mediation service provider.

The parties shall not initiate, during the mediation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the mediation proceedings.

Termination of Mediation:

The process must be completed within 120 days, though parties can extend it by another 60 days through mutual consent. If Mediation is not completed within this timeline (120+60 days), the Mediator shall prepare a non-settlement report without disclosing the cause of non-settlement or any other matter or thing referring to their conduct during mediation for the parties or the MSP. Mediation shall also stand terminated on a declaration of the mediator, after consultation with the parties or otherwise, that further



efforts at mediation are no longer justified or on communication by party(ies) in writing, addressed to the mediator and the other parties that they wish to opt out of mediation.


- c. In the event of any dispute or disagreement arising out of or in connection with this Memorandum of Understanding, the Parties shall first attempt to resolve the matter through mutual consultation and mediation. If such mediation fails to yield a resolution within a reasonable period, the dispute shall be adjudicated by the competent courts having jurisdiction.

Liabilities upon Discontinuance: Upon the discontinuance of any Party, the Discontinuing Party shall be liable for any obligations, costs, or penalties arising prior to the effective date of cessation. The Discontinuing Party shall also ensure that any deliverables or commitments made up until the date of discontinuance are completed, unless otherwise agreed by the other Party.

#### **K. FORCE MAJEURE**

Force majeure is herein defined as any cause which is beyond the reasonable control of CIL or HI as the case may be, which with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the respective obligations of the parties, such as but not limited to:

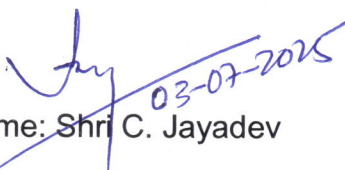
1. Act of God such as flood, drought cyclone' lighting, earthquake, etc'
2. Rebellion, civil mutiny, commotion, riot, accident by fire, explosion, epidemic, or any other cause beyond the control of parties.
3. Acts of any Government including but not limited to war, declared or undeclared priorities, quarantines,
4. Any direction, order of any court or Authority adversely affecting the enforcement of the MoU in any manner.
5. Strikes and Lockouts for a continuous period of 30 days




CIL or HI shall not be liable for non-performance of their respective obligations or delays in respect thereof as a result of force majeure as referred to and / or defined above

IN WITNESS WHEREOF, THE PARTIES HAVE APPENDED THEIR SIGNATURE ON THE 3<sup>rd</sup> JULY 2025, AT HYDERABAD.

For "1<sup>st</sup> PARTY"

 03-07-2025  
Name: Shri C. Jayadev  
कार्यकारी निदेशक (पर्या) / ED (Env.)  
Env. Division  
COAL INDIA LTD.  
Newtown, Rajarhat

Designation: Executive Director (Environment), Coal India Ltd.

 03-07-2025  
For "2<sup>nd</sup> PARTY"

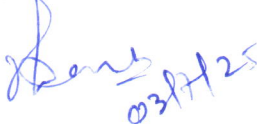
For "2<sup>nd</sup> PARTY"




Name: Shri Sanjay Seghal

Designation: Special Officer, Heartfulness Institute

Witness:

1.  03/7/25  
(Ramesh Prasad Dant)

2.   
(C.N.V. Rana)



