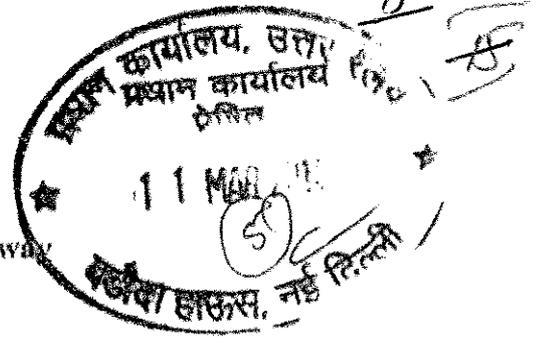


उत्तर रेलवे Northern Railway



प्रधान कार्यालय / Head Quarters Office,
बड़ोदा हाउस / Baroda House,
नई दिल्ली / New Delhi

सं./No. 197-W/0/IX/Land-Pt-VI

दिनांक / Dated 07.03.2014

Sr.DEN/C,
Northern Railway,
DLI,FZR,MB,LKO & UMB

विषय / Sub: Way leave facility draft agreement.

Please find enclosed herewith a copy of Way leave draft agreement duly vetted by DyGM/Law for your guidance, individual way leave facility agreement should be got vetted from Divisional legal cell.

संलग्नक / DA/As above

(Lal Chand)

उप मुख्य इंजीनियर / Dy.Chief Engineer/Land
कृते महाप्रबन्धक / इंजी. / For GM/Engineering

o/c
Den

74 (7)

MEMORANDUM OF AGREEMENT
MEMORANDUM OF AGREEMENT OF TERMS AND CONDITIONS FOR
GRANTING OF WAY LEAVE FACILITY RIGHTS FOR CROSSING
RAILWAY LAND

Agreement No. /

Dated:

Memo of terms agreed thisday of,201 between the President of India acting through the Senior Divisional Engineer-....., Northern Railway, Division, (hereinafter called the 'grantor' or 'Railway Administration' which expression shall, unless the context does not so admit includes his successors and assigns) of the one part and (hereinafter called the 'grantee' or '.....' which expression shall, unless the context does not so admit, includes his successors and assigns) of the other part.

Whereas the grantee of Permission to Cross Railway land is desirous of laying of across/through the Railway land belonging to the Northern Railway and has approached Northern Railway Administration for permission upon the terms and conditions hereinafter contained.

Now this Memorandum of Agreement of terms witnessed as follows:

1. That the grantee of Permission for Crossing Railway land, at his own risks and expenses, shall lay at Km..... Section..... Across through the Railway land for a length ofmeters vide N.R .Hd .Qtrs. Plan No.....
2. That no work shall be commenced or proceeded without previous sanction in writing and supervision of the concerned Railway officer not below the rank of Divisional Engineer or any officer so deputed by him. The grantee of Permission for Crossing Railway Land to pass at Km..... on section..... across the Railway land shall be bound all the times, at his own costs/expenses, to observe and carry out all rules and regulations etc. which are already in force or which may thereafter be prescribed from time to time in future by the Govt. (grantor). The grantee shall always obey all such directions or orders or restrictions as may, from time to time, be given by the said officer or his depute duly authorized by him in relation to the construction, laying down, deviation, shifting, stoppage, abandonment, alteration, repair or removal or with regard to the time and manner of the work of laying of at Km..... on section.....for which Permission for Crossing Railway land has been obtained and also other things and matters related thereto. That grantee distinctly and clearly understood that all the relevant codes, manuals and instructions etc. are strictly followed for the purpose of durability, safety and soundness of structures thereof.

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3. That it is distinctly and clearly understood by the grantee that the grantor shall retain the full legal title, ownership, right of access and inspection and have full control over the use and disposal of Railway land for which a temporary permission is given to the grantee only for the limited purpose of laying ofat Km on section..... across the Railway land without conferring upon the grantee any right of possession or occupation of the land.
4. That the grantee shall pay, in advance, the Charges for way leave facility for Crossing Railway land in block of equal to Ten years, before the permission is granted by the grantor. As such, the grantee has to deposit an amount of ₹..... Amount in words and figures (Rs.----- only).
5. That the Charges for way leave facility are subject to the revision after a block of Ten years/thirty five years(strike whichever is not applicable) without serving any notice upon grantee for such revision of charges, that may be fixed by the Railway Administration and the grantee undertakes to deposit the same promptly and without any objection.
6. That the grantee, after revision of Charges for Permission for Crossing Railway land, as per para '5' above shall deposit revised charges for way leave facility for Crossing Railway land in advance in block of Ten years or the period as notified by Railway administration with effect from the date of revision failing which the Permission may be taken back without any notice to the grantee and Permission for Crossing Railway Land shall be discontinued with immediate effect.
7. That in the event, whatsoever it may be, if the Permission for Crossing Railway land being discontinued by the Railway Administration, the Railway will neither be liable to pay any compensation or reimburse any amount to the grantee nor to provide any alternative arrangement for access, etc. In such a case, any installation put up by the grantee are liable to be removed /juttred by the grantee at its own costs and expenses.
8. That it is clearly understood by the grantee that the Railway land is not licensed to the party for any of the purposes but only a permission is granted in the form of Crossing Railway land for a limited use of the land to lay at Km..... on section..... without conferring upon the party any right of possession or occupation of the land and without, in any way, affecting the railway's title, possession, control, use of the land, any right to enter upon etc.. The grantee has clearly understood that all air/space rights shall remain with the grantor/Railway.
9. That the grantee shall not erect/raise any additional construction or structure near the whether permanent or temporary on the Railway land and if any construction comes up subsequently, the same shall be removed immediately as soon as noticed at the costs of the grantee and the Permission for Crossing Railway land shall be discontinued with immediate effect.

10. That, if any time, the Way leave facilities for Crossing Railway land becomes, in the opinion of Railway Administration, a menace to the safety of the Railway operation or Railway property, the grantee shall, at once take steps to remedy such dangerous defects to the satisfaction of the Railway Administration failing which the Railway Administration shall have the rights to take all necessary remedial steps at the costs of the grantee, necessary for the protection of the Railway's interests, without being held responsible for any loss, suffered by the grantee, due to such action of the Railways Administration. In case of any loss to the Railway due to such action, in case of menace, the grantee shall be held liable to compensate the Railway in all cases, what so ever it may be.
11. That the Railway shall not in any case be responsible for any damage/loss to the work of the grantee, caused by the running/operation of the trains, derailments or accidents to the train or by any other cause, whatsoever it may be.
12. That the Railway Administration may terminate this Permission for Crossing Railway land at any time without assigning any reason and also without being held responsible to pay any compensation and on receipt of such notice, the grantee shall immediately remove its structures at its own cost and also made good for any damage, thereby occasioned to the surface or underground of Railway land.
13. That subject to otherwise provided in this agreement for way leave facility, all notices shall be given on behalf of President of India and all other actions to be taken on his behalf may be taken and notice be given by Sr. Divisional Engineer-..... Division Northern Railway, or any other officer of Northern Railway so authorized by Northern Railway Administration.
14. That the grantee shall not transfer in any way this Railway land without prior approval of the Railway Administration in writing.
15. That the grantee shall keep, all the times, Railway Administration indemnified against and reimburse the Railway administration for all claims, demands, suits, compensation losses, damages, costs, expenses etc., whatsoever, which the Railway Administration may sustain or incur by any reason or in consequence of any injury to any person or loss of life or to Railway property resulting directly or indirectly or incidentally from any act or omission on the part of the grantee or his employees or servants or any other person, agent etc. other than Railway servants on any account related to said permission, on duty in carrying out the purpose of the grantee.
16. That the Railway Administration shall prepare an estimate before commencement of work and grantee shall pay all codel charges as per railway rules including the expenditure incurred within Railway premises/Railway land.
17. That any notice hereunder shall be deemed duly served on the grantee if delivered or sent by post to his above mentioned address.
18. That the grantee shall pay all the costs and expenses of stamping and execution of the agreement etc.

19. That the Permission for Crossing Railway land by laying of at Km..... on section..... across the Railway land is granted for a initial period of Ten years from the date of handing over of the Railway land to the grantee on the terms and conditions contained herein which have also been distinctly and clearly understood by the grantee before entering into this agreement. However, the agreement may be renewed at the discretions of the Railway from time to time.
20. Grantee will ensure that financial interests of Railway are not affected in any manner, i.e. by way of loss of traffic, loss of revenue etc. by granting such permission.
21. In case shifting of alignment is required on party/ Railway account, the cost of shifting shall be borne by the party.
22. Grantee will be responsible for maintenance of assets crossing in Railway land including, periodic cleaning of jungle/ vegetation grounds, periodical de-silting of all open drain/storm water carrying drains, which do not carry any sludge.
23. In the event whatsoever it may be, if way leave facility being discontinued by the Railway Administration, the Railway will not be liable to pay any compensation or reimburse any amount to the grantee nor to provide any alternative arrangement for access etc. But if any balance amount remains with Railway, the same is returned to the party. In such a case, any installation put up by the grantee are liable to be removed juttet by the grantee at its own cost.
24. Party shall not transfer or sublet the way leave facility/ right granted by the Railway further to any party.
25. Provision of Railway Act./Manuals/Codes, instruction and terms& condition of contract with Railways will supersede any conflicting provision of Petroleum act or provisions of Ministry of petroleum & Natural Gas or any other act.
26. (Retain if applicable) In case of inflammable substances pipe line crossings, shutoff valves should be provided on either side beyond 500 m from Railway Boundary but not beyond 1500 m. The inter-se distance between two shut off valves should not exceed 2000m. Vent pipe should be provided on either side beyond 500m from Railway boundary but not beyond 750m.

or

In case of optical fibre cable, party have got requisite license from Department of Telecommunication, Government of India for laying of optical fibre cable in the area.

or

In case of construction of ROB/RUB across Railway track through NREGA, MPLADS, PMGSY, MMGSY etc, way leave charges have been waived off in terms of Railway Board letter no. 2006/CE-IV/BRO/82/MPLADS (policy) dated 16.07.2012. However it is clearly understood by the grantee that ownership of Railway land shall remain with the Railway.

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27. Arbitration

(a) Any dispute or difference or controversy between the parties which is not resolved amicably as to the respective rights and obligations of the parties (except the matters regarding which the decision has been specifically provided for in this agreement) shall be referred to the Arbitration Tribunal consisting of three Gazetted Railway officers not below JA Grade, to be appointed by the General Manager of the Northern Railway. To appoint arbitration tribunal, a list of three Railway officers will be provided to the grantee for suggesting at least two names out of which GM shall appoint one as nominee of the Grantee as Arbitrator and further GM shall appoint other two Arbitrators indicating one Arbitrator as the presiding Arbitrator. For the purpose of this agreement, the General Manager will mean the head of the Northern Railway Administration.

(b) If the arbitrator appointed by the GM resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so for any reason whatsoever or dies, the GM will have the power to appoint a new arbitrator to act in his place in the same manner in which the earlier Arbitrator (s) had been appointment of such arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous arbitrator.

(c) The Arbitration proceedings shall be assumed to have commenced from the appointment of the Arbitration Tribunal.

(d) The place of Arbitration shall be within the local limits of the Division concerned or the Head Quarter of the Northern Railway or any other place with the written consent of the parties.

(e) The cost of the Arbitration shall be borne by the respective parties. The fee of the Arbitrator as per rates fixed by the Railway Board shall be borne equally by both parties.

(f) The Arbitration Tribunal shall conduct the proceedings in any manner it deems fit in accordance with the principles of natural justice equity and good conscience and in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules there under.

(g) The Arbitration Tribunal shall pass written and reasoned Award which shall be signed by all the members of the Arbitration Tribunal. Such an award shall be passed by majority of the members of the Arbitration Tribunal and it shall indicate the date and place of the award and shall be on stamp paper of appropriate value.

(4) 2

(h) The award passed by the Arbitration Tribunal shall be final and binding on the parties.

28. That the agreement shall be effective w.e.f.

In witness whereof the parties to this agreement have set their respective hands and seals of their offices to these presents on the date, month & year mentioned against each

GRANTEE

.....
.....

GRANTOR

Senior Divisional Engineer-..... Division,.....

Northern Railway,.....

WITNESSES

1. Signature _____

Name _____ S/o. Sh. _____

Designation _____

Office Address _____

2. Signature _____

Name _____ S/o. Sh. _____

Designation _____

Office Address _____

①

NORTHERN RAILWAY

Confidential

Head quarters office
Baroda House
New Delhi
Dated // -02-2015

No. Vig/PC/V4/2014/03/0065/NG/CONST/Engg

The Pr. Chief Engineer
Northern Railway
Baroda House
New Delhi

Sub: Crossing of underground TV cable across the track at Km. 34/6-7 on Jakhal-Hisar section

- Ref: 1. This office letter of even No. dated 02.01.2015
- 2. Dy. CE/Land letter's No. 197-W/Misc/DLI/Land/Vig. dated 16.01.2015

In continuation to above, it is requested to kindly upload revised draft of Way leave Agreement on official website for information to all concern as issued vide above reference-2.

Action taken in this regard may be intimated to this office please.

B. S. Garg
(B. S. Garg)
For General Manager/Vig

1-17
2/2/15

~~PCE~~ *J. K. Singh*

~~CE/G~~

pertains to CE/MRTS.

1/2/15

Secy/PCE

~~CE/MRTS.~~
Dy. CE

R. S. Singh
1/2/15