

Agreement between Railway Administration and State Forest Department, Haryana for plantation on railway lands

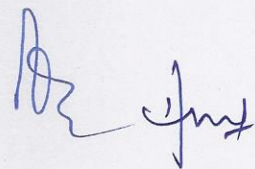
This Agreement made this 2nd day of month May & year 2016 between the President of Union of India acting through the General Manager (Engineering) of the Northern Railway (hereinafter called the Railway Administration which term shall include his successors) of the one part and the Principal Chief Conservator of Forests, Haryana (hereinafter called the Forest Department, Haryana which term shall include his successors) of the other part.

Whereas the Railway Administration is the absolute owner of the lands situated along the Railway Track and station yards as described in the schedule attached here to as annexure A (hereinafter called the said land). And whereas on the request of the Railway Administration, the Forest Department, Haryana has agreed to take over the management of the said land for plantation purposes on the terms and conditions specified hereunder.

Now this agreement witnesses and the parties hereby agree as follows:

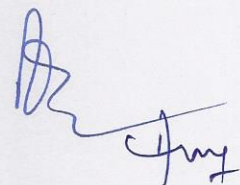
1. The Forest Department shall from the 16th day of month May & year 2016 take over the management of the said lands for the purpose of plantations of suitable trees of native as well as commercial species. The said lands shall not be deemed to be or declared as "Protected Forest" or "Reserved Forests" or any other 'Forest' category under Indian Forest Act 1927. However, the said land will be managed in accordance with this agreement as per terms and conditions agreed upon by both the Forest Department and Railway Administration.
2. The cost of plantation including its maintenance and protection will either be borne by the State Forest Department or Railway administration.
3. In case, the entire cost of plantation including maintenance and protection on the said land is borne by the Forest Department, the sharing of proceeds will be as below:
 - (i) 75% of the sale proceeds of timber, firewood, grass and other forest produce on the said lands will be credited to the account of Forest Department and
 - (ii) 25% of all proceeds of sale of harvested timber from the said lands will be credited to the account of Railway Administration.

4. In cases where the entire cost of plantation including its initial maintenance and protection is borne by the Railway Administration, the sale proceeds will be shared as below:
 - i) 75% of the sale proceeds on the said lands will be credited to the account of concerned Railway Administration and.
 - (ii) 25% of all sale proceeds will be credited to the account of Forest Department towards their technical support, long term maintenance and for disposal of matured trees i.e. cutting, selling/ auctioning, etc.
5. In case where the cost of plantation, maintenance and protection is shared by both the Railway Administration and State Forest Department, the sharing of sale proceeds will be in accordance with mutually agreed terms and conditions.
6. Railway Administration through their local authorities and workers will also take care for protection of the plantations and trees, fencing, boundary pillars etc.
7. The Railway Administration may resume the said lands or any part thereof at any time, without payment of any compensation to the Forest Department. A written request for such resumption with justification shall be submitted to the Forest Department by the Railway administration. The Forest Department will remove trees from such land or part of land on Railway's request, or will give permission to Railway Administration to remove trees. However, all the proceeds received from such premature removal of trees if any will be retained by the Forest Department to recover the initial cost where the plantations have not attained maturity.
8. All instructions issued by the Railway Administration and advisories issued in this matter by the authorities of the Railway Administration regarding track visibility, planting along inside of curves, minimum distance of planting line from the railway track, measure for the safety of track and communication lines shall be strictly followed by the Forest Department while planning the plantation program but choice of species of plant, models of plantation, cultural operations employed in management and protection of plantation and imposition of reasonable restriction of inter cropping on plantation area, grazing, burning of grass etc. will be determined by the Forest Department.
9. Railway Administration shall hand over the said land to Forest Department free from all encumbrances and encroachments. An inventory of trees already growing on said land shall be jointly taken by Railway and Forest Department at the time of handing over land to Forest Department and these trees will continue to be Railway property. Felling of such trees can be done by Railway in



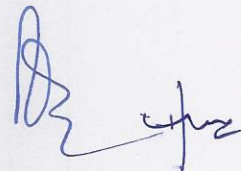
accordance with relevant Rules/Acts applicable if any, in respect of that area. Revenue from same will accrue to Railway only.

10. Forest Department will adhere to the Indian Railway Act for trespassing of track, entering over Railway platform etc. until mutually agreed between both the Departments.
11. Forest Department will use the said land made over only for plantation or for a purpose ancillary there to. However plant nurseries may be developed for developing seedlings for plantations on said land undertaken by the Forest Department. No permanent structure shall, however, be built on such land. Railway reserves the right to their inspection from time to time.
12. The ownership of the land shall remain vested in the Railway Administration as here to, and only management thereof will be handed over to the Forest Department for plantation purpose. The Forest Department shall exercise its powers in such a way that there is no interference with the management of the Railways.
13. After raising the plantation, the State Forest Department shall maintain an inventory of all trees on the said land above 30 cm diameter at breast height (DBH) at its own cost according to procedure prescribed in Technical Note and practice followed in the Forest Department. The abstract of the enumerated trees will be supplied to the Railway Administration, on demand, for information and record.
14. The Railway Administration shall be entitled and permitted to utilize earth for repairs to formation, cut branches of trees and also to execute works required for normal functioning of the Railway in consultation with the concerned Divisional Forest Officer/Forest Ranger from or authority designated to do so by the Forest Department on the said land. The Railway authority shall decide the nature of such works and no compensation shall be paid by the Railway Administration. Any substantial Cut/felled material will be duly handed over to the Forest Department.
15. The Railway staff would be free to carry out their normal work in connection with maintenance of track and signaling works and they shall not be prevented challenged or arrested while moving above in the performance of their duties on such lands.
16. The Railway representative i.e. Assistant Divisional Engineer of concerned section (ADEN) shall be empowered to cut/fell/prune any tree/branch perceived to be threat to safety of railway traffic, utilize earth for repairs & execute works



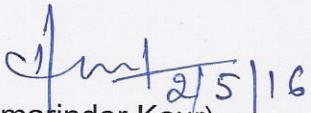
required for safe restoration & safe running of Rail traffic, in consultation with the local authorities of the Forest Department. In case of emergency the Railway representative may undertake emergent work without prior consultation of the local authorities of the Forest Department, however, such action will be intimated within 48 hours by Railway representative, to local authorities of the Forest Department not below the rank of Range Forest Officer for record and collection of cut material.

17. Permits for grazing of cattle on the said land will not be issued but there will be no objection if rights to cut and remove grass and other NTFP are given to persons approved by Forest Department.
18. Forest Department will be competent to deal any damage or loss of plantation/trees by other than railway officials, according to the provisions of the Indian Forest Act, 1927, the Criminal Procedure Code (Cr.PC) and Indian Penal Code (IPC) as applicable and procedure in this regards in the court of law.
19. The Railway Administration or its authorized person, however, may direct and permit any specified area to be included within the scope of plantation under this agreement. All such area shall be demarcated on jointly signed plans, which will be included in the agreement.
20. The agreement will generally be valid for 25 years from the date of handing over the land with review after every ten years. After the expiry of the agreement the same may be renewed with or without amendment in terms and conditions for another 25 years with mutual agreement. If agreement is not renewed and agreement is terminated or terminated before the expiry of agreement period, a joint inventory of trees shall be made at the time of termination of agreement and the sale proceeds will be shared by the Forest Department and the Railway authorities as per the clause 3 & 4 aforesaid. In case of emergency/ urgent requirement of the land by Railway Administration, provisions of para-7 shall apply.
21. The parties here to agree that if any dispute and or difference arises between the parties in relation to this Agreement, the same shall be settled as per the extant practice for dispute resolution between two government departments.
22. Forest Department will be given possession of land free from all encumbrances. In case of encroachment on such land, the Railway authorities shall get it vacated and fix boundary pillars before handing over.
23. Co-ordination meeting between Railway and Forest Officers shall be held regularly and periodically at least twice in a year.



24. Forest Department will not be responsible for any damage caused to life and property by the trees on the said land due to an act of God for events outside human control, such as sudden natural disasters, for which no one can be held responsible.
25. This Agreement will be applicable with effect from the date it is signed by both parties.

This agreement signed on by the Authorised Officer of concerned State Government and Concerned Zonal Railway on the day of 2nd May year 2016.


(Dr. Amarinder Kaur)
Principal Chief Conservator of Forests
Haryana.


(Pankaj Saxena)
02-05-2016
Chief Engineer/ Planning & Design
For General Manager/ Engineering
Northern Railway, New Delhi.

Schedule of Railway Land, Management of which is agreed to be taken over by Forest Department of State of Haryana for the purpose of Plantation as per the terms and conditions stipulated in the Agreement entered between Railway Administration and Haryana State Forest Department for plantation on Railway land

1. Plantation to be done by Forest Department. Entire cost of plantation including maintenance and protection on the said land is to be borne by Railway Administration.
2. Total land area: 109.399 Hectare (Tentative)*

*The land area as mentioned above is the tentative area as tabulated below. Exact area will be work out at the time of handing over of management of the land which will depend upon the track visibility, planting along inside of curves, minimum distance of planting line from the railway track, measure for the safety of track & communication lines, locations of level crossings, bridges, station buildings etc.

3. **Details of Railway Land:**

- (i) Railway Division : Delhi
Section : Rohtak-Rewari
Between Stations : Rewari - Asthal Bohar
Area to be handed over: 41.399 Hectare (Tentative) as per Table 1 below.
- (ii) Railway Division : Delhi
Section : Jind-Gohana-Sonipat
Between Stations : Pandu Pidara- Gohana - Sonipat
Area to be handed over : 68.00 Hectare (Tentative) as per Table 2(a) & 2(b) below.



Table 1:

Between Rewari - Asthal Bohar Railway stations

S.N.	Feasible locations for plantation (Chainage in Km)		Length (m)		Width of strips of land for Plantation (m)		Area (Sqm)		Total area (Sqm)
	FROM	TO	LHS	RHS	LHS	RHS	LHS	RHS	
1	2.65	2.90	250.00	0	1.30	0.00	325.00	0.00	325.00
2	2.90	3.10	100.00	100.00	5.63	5.63	563.00	563.00	1126.00
3	4.80	5.10	300.00	300.00	75.00	60.00	22500.00	18000.00	40500.00
4	6.20	6.30	100.00	100.00	75.00	60.00	7500.00	6000.00	13500.00
5	6.70	7.20	500.00	0.00	1.00	0.00	500.00	0.00	500.00
6	10.10	10.20	100.00	0.00	1.85	0.00	185.00	0.00	185.00
7	9.70	10.50	800.00	0.00	1.85	0.00	1480.00	0.00	1480.00
8	17.10	17.47	370.00	370.00	2.57	2.57	950.90	950.90	1901.80
9	17.47	17.60	0.00	130.00	0.00	45.00	0.00	5850.00	5850.00
10	17.70	17.90	200.00	200.00	75.00	45.00	15000.00	9000.00	24000.00
11	17.90	18.60	700.00	700.00	75.00	45.00	52500.00	31500.00	84000.00
12	18.70	19.00	300.00	300.00	75.00	45.00	22500.00	13500.00	36000.00
13	19.60	20.20	600.00	0.00	2.00	0.00	1200.00	0.00	1200.00
14	20.60	21.15	0.00	550.00	0.00	3.15	0.00	1732.50	1732.50
15	21.15	21.25	100.00	100.00	0.46	0.46	46.00	46.00	92.00
16	21.25	24.00	2750.00	0.00	2.40	0.00	6600.00	0.00	6600.00
17	24.00	24.70	700.00	0.00	2.40	0.00	1680.00	0.00	1680.00
18	24.70	25.35	650.00	0.00	2.40	0.00	1560.00	0.00	1560.00
19	26.25	26.85	600.00	0.00	1.60	0.00	960.00	0.00	960.00
20	26.85	27.00	150.00	150.00	0.34	0.34	51.00	51.00	102.00
21	27.00	27.70	700.00	0.00	2.00	0.00	1400.00	0.00	1400.00
22	28.65	29.00	350.00	0.00	1.50	0.00	525.00	0.00	525.00
23	29.00	29.40	400.00	0.00	1.50	0.00	600.00	0.00	600.00
24	29.40	31.70	2300.00	0.00	1.50	0.00	3450.00	0.00	3450.00
25	31.70	31.80	100.00	100.00	45.00	75.00	4500.00	7500.00	12000.00
26	32.30	32.90	600.00	600.00	45.00	75.00	27000.00	45000.00	72000.00
27	32.90	33.20	300.00	300.00	45.00	75.00	13500.00	22500.00	36000.00
28	33.20	33.45	250.00	0.00	2.10	0.00	525.00	0.00	525.00
29	33.45	33.85	400.00	400.00	1.20	1.20	480.00	480.00	960.00
30	33.85	34.50	650.00	0.00	2.20	0.00	1430.00	0.00	1430.00
31	34.5	34.65	150	150	0.40	0.40	60.00	60.00	120.00
32	34.65	36	1350	0.00	2.00	0.00	2700.00	0.00	2700.00
33	36.35	36.5	150	150.00	4.10	4.10	615.00	615.00	1230.00
34	36.5	37	500	500.00	8.00	8.00	4000.00	4000.00	8000.00
35	36.90	37.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00
36	37	37.45	450	450.00	5.16	5.16	2322.00	2322.00	4644.00
37	37.45	37.56	110	110.00	3.00	3.00	330.00	330.00	660.00



38	37.56	38	440	440.00	1.60	1.60	704.00	704.00	1408.00
39	38.85	40	1150	1150.00	0.64	0.64	736.00	736.00	1472.00
40	40	40.45	450	450.00	2.06	2.06	927.00	927.00	1854.00
41	40.45	40.6	150	150.00	4.94	4.94	741.00	741.00	1482.00
42	40.6	41	400	400.00	3.00	3.00	1200.00	1200.00	2400.00
43	41.6	43.56	1940	0.00	2.00	0.00	3880.00	0.00	3880.00
44	45.06	45.65	590	590.00	1.00	1.00	590.00	590.00	1180.00
45	45.65	46.55	900	0.00	1.50	0.00	1350.00	0.00	1350.00
46	49.5	50.45	950	950.00	1.00	1.00	950.00	950.00	1900.00
47	50.45	51.5	0	950.00	0.00	4.35	0.00	4132.50	4132.50
48	50.6	50.7	0	0	0.00	4.35	0.00	0.00	0.00
49	51.5	51.75	250	250.00	1.50	1.50	375.00	375.00	750.00
50	51.75	52.55	800	0	2.5	0	2000.00	0.00	2000.00
51	52.55	52.75	200	200	1	1	200.00	200.00	400.00
52	52.75	55.25	2500	0	2	0	5000.00	0.00	5000.00
53	55.25	55.75	500	500	0.4	0.4	200.00	200.00	400.00
54	55.4	55.6	0	0.00	0.40	0.40	0.00	0.00	0.00
55	56.2	56.3	0	0.00	2.50	2.50	0.00	0.00	0.00
56	55.75	57.15	1400	1400	2.5	2.5	3500.00	3500.00	7000.00
57	55.8	55.9	0	0.00	2.50	2.50	0.00	0.00	0.00
58	57.15	57.7	550	0	1	0	550.00	0.00	550.00
59	57.7	58.25	550	0	1	0	550.00	0.00	550.00
60	61.75	62.4	650	650	3	3	1950.00	1950.00	3900.00
61	62.4	62.9	500	0	2	0	1000.00	0.00	1000.00
62	62.9	63.4	500	0	2	0	1000.00	0.00	1000.00
63	63.4	63.5	100	100	3	3	300.00	300.00	600.00
64	64.75	65	250	250	0.5	0.5	125.00	125.00	250.00
Total			33750.00	14190	Total				413996.80
			m.	m.					Sqm.

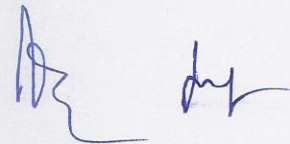


Table 2:

Between Pandu Pidara-Gohana - Sonipat Railway stations

2(a) Section: Sonipat to Gohana

S.N.	Feasible locations for plantation (Chainage in Km)		Length (m)		Width of strips of land for Plantation (m)		Area (Sqm)		Total area (Sqm)
	FROM	TO	LHS	RHS	LHS	RHS	LHS	RHS	
1	87.000	86.400	600.00	600.00	9.00	9.00	5400.00	5400.00	10800.00
2	86.400	85.900	500.00	500.00	5.00	5.00	2500.00	2500.00	5000.00
3	85.700	84.200	1500.00	1500.00	5.00	5.00	7500.00	7500.00	15000.00
4	83.950	83.000	950.00	950.00	15.00	15.00	14250.00	14250.00	28500.00
5	82.500	81.360	1140.00	1140.00	5.00	5.00	5700.00	5700.00	11400.00
6	81.160	81.000	160.00	160.00	3.00	3.00	480.00	480.00	960.00
7	81.000	80.350	650.00	650.00	9.00	9.00	5850.00	5850.00	11700.00
8	80.350	79.300	1050.00	1050.00	15.00	15.00	15750.00	15750.00	31500.00
9	79.300	78.650	650.00	650.00	2.00	2.00	1300.00	1300.00	2600.00
10	78.450	76.630	1820.00	1820.00	2.00	2.00	3640.00	3640.00	7280.00
11	76.430	75.550	880.00	880.00	2.00	2.00	1760.00	1760.00	3520.00
12	75.550	74.500	1050.00	0.00	5.00	0.00	5250.00	0.00	5250.00
13	74.500	74.000	500.00	500.00	3.00	3.00	1500.00	1500.00	3000.00
14	73.600	72.500	1100.00	1100.00	2.00	2.00	2200.00	2200.00	4400.00
15	72.300	71.400	900.00	900.00	2.00	2.00	1800.00	1800.00	3600.00
16	71.400	70.080	1320.00	1320.00	41.00	76.50	54120.00	100980.00	155100.00
17	70.080	69.400	680.00	680.00	2.00	2.00	1360.00	1360.00	2720.00
18	69.400	68.600	800.00	800.00	5.00	5.00	4000.00	4000.00	8000.00
19	68.462	66.600	1862.00	1862.00	3.00	3.00	5586.00	5586.00	11172.00
20	66.400	65.800	600.00	600.00	3.00	3.00	1800.00	1800.00	3600.00



21	65.800	65.780	20.00	20.00	3.00	3.00	60.00	60.00	120.00
22	65.600	64.400	1200.00	1200.00	5.00	5.00	6000.00	6000.00	12000.00
23	64.300	63.322	978.00	978.00	15.00	15.00	14670.00	14670.00	29340.00
24	63.100	62.520	580.00	580.00	5.00	5.00	2900.00	2900.00	5800.00
25	62.320	60.800	1520.00	1520.00	5.00	5.00	7600.00	7600.00	15200.00
26	60.800	60.598	202.00	202.00	15.00	15.00	3030.00	3030.00	6060.00
27	60.398	60.300	98.00	98.00	15.00	15.00	450.00	450.00	900.00
28	60.300	59.200	1100.00	1100.00	5.00	5.00	5500.00	5500.00	11000.00
29	59.200	58.239	961.00	961.00	2.00	2.00	1922.00	1922.00	3844.00
30	58.039	57.184	855.00	855.00	2.00	2.00	1710.00	1710.00	3420.00
31	56.984	56.600	384.00	384.00	2.00	2.00	768.00	768.00	1536.00
32	56.600	55.300	1300.00	1300.00	15.00	5.00	19500.00	6500.00	26000.00
33	55.300	53.500	1800.00	1800.00	3.00	3.00	5400.00	5400.00	10800.00
34	53.500	53.100	400.00	400.00	15.00	15.00	6000.00	6000.00	12000.00
35	52.800	51.600	0.00	1200.00	0.00	5.00	0.0	6000.00	6000.00
Total			30110 m.	30260 m	Total				469122 Sqm



2(b) Pandu Pindara – Gohana:

S.N.	Feasible locations for plantation (Chainage in Km)		Length (m)		Width of strips of land for Plantation (m)		Area (Sqm)		Total area (Sqm)
	FROM	TO	LHS	RHS	LHS	RHS	LHS	RHS	
1	11.10	20.30	8340.00	7750.00	1.00	1.00	8340.00	7750.00	16090.00
2	20.30	21.50	270.00	575.00	15.00	15.00	4050.00	8625.00	12675.00
3	21.50	28.35	5020.00	5325.00	1.00	1.00	5020.00	5325.00	10345.00
4	28.35	29.84	1330.00	0.00	40.00	0.00	53200.00	0.00	53200.00
5	29.84	31.60	1419.00	1419.00	15.00	15.00	21285.00	21285.00	42570.00
6	31.60	32.70	1050.00	1050.00	1.00	1.00	1050.00	1050.00	2100.00
7	32.70	35.95	1090.00	550.00	15.00	15.00	16350.00	8250.00	24600.00
8	35.95	36.03	2560.00	2560.00	1.00	1.00	2560.00	2560.00	5120.00
9	36.52	37.49	820.00	0.00	15.00	0.00	12300.00	0.00	12300.00
10	37.49	38.35	862.00	862.00	1.00	1.00	862.00	862.00	1724.00
11	38.35	38.68	320.00	0.00	5.00	0.00	1600.00	0.00	1600.00
12	38.68	41.21	2256.00	2256.00	1.00	1.00	2256.00	2256.00	4512.00
13	41.21	41.43	213.00	-1.00	5.00	0.00	1065.00	0.00	1065.00
14	41.43	42.24	758.00	758.00	1.00	1.00	758.00	758.00	1516.00
15	42.24	43.44	1200.00	0.00	15.00	0.00	18000.00	0.00	18000.00
16	43.44	44.81	982.00	1275.00	1.00	1.00	982.00	1275.00	2257.00
17	44.81	45.55	616.00	616.00	1.00	1.00	616.00	616.00	1232.00
Total			29106	24996	Total				210906

Notes:

1. Plantation is to be done beyond the safe distance from centre line of the nearest track as advised by the Division while handing over the land.
2. The maximum height of matured trees to be planted in the innermost row towards track should not be more than as decided by the Division while handing over the land.
