

AGREEMENT FOR EASEMENT RIGHTS THROUGH RAILWAY LAND

AN AGREEMENT made and entered into this _____ day of _____, _____ between **THE PRESIDENT OF INDIA** as the executive authority of the Administration of the Western Railway (herein after referred to as “The Administration” which expression shall include the successor and assign) of the one part

_____ referred to as “The Applicants” which expression where the context so requires or admits shall be deemed to include his heirs, legal representatives’ executors and permitted assigns of the other part.

WHEREAS the Administration is the sole owner and proprietor of certain land or ground situated at village:_____on _____Section and bears no cadastral survey number and Division City Survey No. or Survey No. or plot or Scheme No._____ in the registration sub-district _____District-_____ and is bounded as follows:

On or towards the North by ()

On or towards the South by ()

On or towards the West by ()

On or towards the East by ()

And is more particularly shown in the Plan No. DRM/ _____ here to annexed and belonging to or occupied by the Administration AND WHEREAS THE Applicant is desirous of having a _____ mm dia _____ carrier pipe/cable encased in _____ mm dia _____ casing pipe or _____ KV electric cable Overhead/ Underground Cable crossing facility laid across the _____ line of _____ Railway between the points marked 'A' and 'B' in the said Plan for the purpose as specified by the Applicant (_____) and has applied to the Administration to lay and to permit them to use such UG pipe/UG cable/OH cable facility as aforesaid which the Administration have agreed to do upon the terms and conditions hereinafter appearing

NOW IT IS HEREBY AGREED by and between the said Applicant hereto as follows:

1. The Applicant shall pay to the Administration the cost of preparation of plan and estimate at the rates given in the schedule under Para 732 of the Engineering Code of the Administration subject to a minimum of Rs. 25/- (Rupees twenty five only). This amount will not be refunded to the Applicant if the work is not subsequently carried out.

2. The Administration shall permit the Applicant i.e. _____ for way leave facility between the points marked 'A' & 'B' in the said plan as specified and which portion of the said line Railway indicated by the said points 'A' & 'B' is situated at _____ in the registration sub-district and district _____.

3. The pipe/cable/facility shall be laid at a depth as shown in Plan below rail level and shall be provided by and at the cost of the Applicant and shall be handed over to the Administration's Officials and shall be laid by such Officials but at the sole cost of the

Applicant who shall pay to the Administration all costs incurred in laying the said pipe/cable/facility plus 7% freight and incidental charges on Stores as increased by the usual supervision charges @ 12.50% demand being made therefore. The Applicant shall also pay the supervision charges @ 7 % on the cost of the work incurred by the Applicant in laying the said pipe/cable/facility within Railway limits with prior permission of the Administration under the Administration's supervision.

3(a) The estimate for laying the said pipe/cable/facility and/or works shall be revised and furnished to the Applicant only in case the variation is more than 20% but the Applicant is liable to pay the actual cost as incurred by the Administration together with supervision incidental and other charges as mentioned in this Agreement.

4. Neither the Applicant nor their employees representatives and or agents shall at any time enter upon the Railway land or within Railway limits for any purpose whatsoever in connection with the said pipe/cable/facility and/or works erected or to be erected in connection therewith without the previous consent in writing of Railway Administration.

5. The Applicant shall pay to the Administration the cost of special precautionary measures if any to be adopted by the Administration to enable them to carry out such works as increased by 12 ½ % supervision charges.

6. The pipe/cable/facility shall be maintained repaired and renewed by the Applicant at its cost under the supervision of Railway otherwise the pipe/cable/facility shall be maintained, repaired had renewed by the Administration as may from time to time be required at the sole cost of the Applicant who shall have no right to enter upon the land belonging to or occupied by the Administration for the purpose of affecting any such maintenance repairs or renewals without the previous consent in writing of the Railway Administration and the Applicant shall pay to the Administration all sums as increased by the usual supervision charges @ 6.25 % by which may be preferred by the Administration in pursuance of this clause immediately on demand being made therefore.

7. The Applicant shall pay to the Administration the cost of removing re-erecting and or re-laying the pipe/cable/facility as increased by usual supervision charges @ 6.25 % if the Administration at any time finds it necessary to do so for making any additions, alterations

and or modifications in the existing alignment or fencing or in connection with the construction of new lines or new buildings or other works otherwise party will do at its cost under supervision of Railway.

8. The APPLICANT shall pay to the RAILWAY ADMINISTRATION way leave facility charges as laid down by the Railway Administration in Annexure-I Annexed with this agreement in advance in blocks of ten years after discounting of future cash flows at prevailing interest rates announced by RBI for Govt. Securities. (At present this is 7.5%) While calculating the way leave charges for ten years based on the annual charges to be worked out as per Annexure 'I' annual increase of 10% in land value for calculating the way leave facility charges will be assumed. Adjustments needed due to variation of the interest rates announced by RBI for Govt. Securities as well as the actual increase in land rates notified by local development authority or district Collector, would be carried out at the time of payment of the installment of way leave facility charges for the next block of ten years which will be paid by the applicant. These charges are to be paid from date of commencement of work by the Applicant.

9. If the Applicant does not pay in advance clear of all deductions the way leave charges to be computed from the date of commencement of the work under clause 8 hereof or within a grace period of one month, the Applicant shall pay to the Administration liquidated damages at the rate of 1% per month or part thereof to be reckoned from the due date to the date of actual payment on the amount so due. However, if such payment is not made within a further period of three months, the Administration shall be entitled to (a) forfeit the security deposit referred to in Clause 11 hereof and (b) initiate eviction proceedings for getting the Railway premises vacated and take action for recovery of the way leave charges and liquidated damages referred to above up to the date of actual vacation of the premises of the Administration by the Applicant.

10. The Administration reserves the right to enhance the way leave charges and other charges stipulated in this Agreement at the discretion of the Administration after the services of one month's notice on the Applicants of the Administration's intention to revise the way leave charges and other charges and the Applicants shall be bound to pay the way leave charges and other charges at the enhanced rates from the date mentioned in the above said notice and any neglect or omission on the part of the servants of the Administration in giving

such a notice and or intimation or to recover such charges shall not prejudice the right of the Administration to recover the correct amount of such charges due from the Applicant.

11. The Applicant shall bear the cost of all legal expenses, stamp duty, registration charges and all other expenses applicable from the time to time for executing this agreement.

12. The permission hereby granted shall not be deemed to create any tenancy or right or interest in favour of the party or over that portion of the land occupied by the Party of Railway line under or upon which the pipe is laid.

13. Either Applicant hereto shall be at liberty to determine and to put an end to this permission by giving to either of them at any time one calendar month's previous notice in writing to that effect and in the event of such a notice being given by the Administration the Party shall have no claim for any compensation whatsoever against the Administration for or in respect of the cancellation of the permission hereby granted for or in respect of the pipe/cable/facility being or having to be removed in pursuance of such notice.

14. Upon giving or receiving the notice referred to in clause 13 the Party shall at their own cost remove under the supervision of the Administration the pipe/cable/facility and all works erected in connection therewith from the property of the Railway Administration and shall restore the Railway land to its original condition to the satisfaction of the Railway Administration in all respects. In the event the Party failing to remove the pipe/cable/facility and work as aforesaid and to restore the land to its original condition in manner herein before, the Railway Administration shall be entitled at its options immediately after the termination of the Agreement to carry out such work of removal and restoration without being responsible for any loss or damage whatsoever done to the said pipe line/cable/facility or other works as aforesaid or any part thereof. And in such event the Party shall pay to the Railway Administration on demand all costs incurred by the Railway Administration in connection with such work including supervision charges the amount of such costs to be determined by the Railway Administration in its absolute discretion. The pipe/cable and other materials used in connection therewith and belonging to the Party shall be and remain the property of the Party but the Railway Administration shall be entitled to retain the same but without any liability therefore until the amount of such costs as aforesaid shall have been paid by the Party to the Railway Administration.

15. On giving or receiving (as the case may be) such notice as is mentioned in the last preceding clause the Administration shall take steps to disconnect and to remove the said pipe/cable/facility so that on the expiration of the said one calendar month's notice the pipe/cable/facility shall have been removed and the Administration's line of Railway replaced in the same state and condition as it was in prior to the laying of the said pipe/cable/facility and all expenses incurred by the Administration in disconnecting and removing the said pipe/cable/facility and in replacing the said line of Railway as increase by the usual supervision charges at 12/ ½ % shall be borne by the Party and shall be paid but the Party to the Administration immediately on demand being therefore but the said pipe/cable/facility when so removed may at the option of the Administration be handed over to the Party. Provided that nothing herein and the preceding clause contained shall be deemed to prejudice or to effect any right of Indemnity which the Administration may have under and by virtue of the provisions of clause 20 hereof.

16. During the continuance of the agreement the Party shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or shall part with the ownership and or possession of their said premises whether absolutely or by way of lease mortgage or otherwise howsoever this Agreement shall absolutely cease and determine and the liquidator or the liquidators (whether officials or voluntary) or Transfer or Transfers of the Party shall have no interest whatsoever under this Agreement provided always that nothing herein in this clause contained shall be deemed to prejudice or to effect any claim which the Administration may have against the Party or any such liquidator or liquidators or transferee or Transferees as aforesaid for or in respect of any breach of any Agreement by the Party herein contained prior to the termination of the Agreement or any right of indemnity the Administration may have under and by virtue of the provision of Clause 21 hereof.

17. In case the Applicant fail to pay the way leave facility charge reserved or any sum due to the Administration in pursuance of any clause herein contained within seven days from the date on which the same shall respectively become due or if the Applicant commit breach of any of the provisions of this Agreement or if the permission hereby granted shall be revoked due to the Applicant entering into liquidation whether (compulsory or voluntary or through their parting with the ownership and or possession of the said premises whether) absolutely or

by way of lease mortgage or otherwise howsoever the Administration shall be at liberty to disconnect and to remove the pipe/cable/facility without giving to the Applicant any notice of its intention so as to do and all expenses incurred by the Administration as increased by the usual supervision charges in disconnecting and the removing the pipe/cable/facility and in replacing the side line of Railway in the same state and condition as it was in prior to the laying of the pipe/cable/facility shall be borne by the Applicant and shall be paid by the Applicant to the Administration immediately on demand being made therefore.

18. The Applicant shall not transfer or sublet the privilege granted by the way leave facility and the benefit of this facility shall be restricted to the Party and the permission shall be deemed to be and shall be revoked (if the same has not been previously revoked) on their entering into liquidation whether compulsory or voluntary or on their parting with the ownership and or possession of the said premises as per clause 14 and 15 of these presents.

19. The Applicant shall pay all legal expenses stamp duty and registration charges and all other costs charged and expenses incurred in connection with these presents.

20. The Applicant shall at all times keep the Administration their Officers and servants indemnified against and shall reimburse to the Administration Officers and servants or any of them all claims demands suits losses damages costs charges and expenses whatsoever which the Administration their Officers and servants may sustain or incur or become liable to pay by reason or in consequence of any injury (whether or not such injury is due to negligence) to any person or to any property whatsoever whether owing to the neglect carelessness or any other conduct whatsoever of the Applicant their agents servants and others during construction maintenance repairs and/or removal of the Administration of the said pipe/cable/facility and during the use by the Party of the said pipe/cable/facility shall also hold the Administration harmless and indemnified from and against all claim costs and charges for which the Administration may become liable under the Workmen's Compensation Act 1923 and the subsequent amendments thereof and all expenses to which they may be put there under in respect of personal injuries within the meaning of the said Act resulting directly or indirectly from the construction maintenance repair renewal and/or use of the said pipe/cable/facility to the employees and servants of the Administration arising out of or occasioned during the currency of this Agreement through the Acts of omissions whether due to negligence or not of the Party or of the Administration and/or their respective servants

and employees and the Party agree without prejudice to anything in this clause contained to relinquish as they hereby do any right of indemnify which they may have against the administration under or by virtue of the provisions of sections 12 &13 of the “Workmen’s Compensation ACT 1923 in respect of any claim arising out of any accident or injury within the meaning of the said Act occurring during the continuance of this Agreement to any employee or servant of the Applicant.

21. Any notice to be given to the Applicant under the provisions of these presents shall be addressed to:

22. The Applicant shall make good any damage to or loss of the Railway Property or property of the third party due to the presence of the pipe/cable/facility and shall pay the cost of making good any damage or loss if any caused to the property of the Administration or property of third party during the course of constructions maintained renewal additions alterations repairs use or dismantlement of the pipes/cable facility as increased by the usual supervision charges @ 6.25% thereon and in order to prevent such occurrences, necessary precautions as indicted by the Administration shall be taken by the Applicant.

23. All sums payable under any of the terms and conditions of these presents shall if not paid within a month from the date on which payment thereof was demanded bear interest of 10% per annum.

24. The Applicant shall pay to the Administration the extra cost incurred due to the probable rise in the maximum demand and extra energy consumption caused by speed restriction imposed on electric trains while any of the works in connection with the laying of repairs to additions and alterations or renewals thereof are proceeding on electrified sections of the Railway.

25. The Applicant shall execute the work as per plan approved by the Railway administration and as per specifications of materials laid down by the Railway Administration from time to time and strictly under supervision of Railway Engineers.

26. Whenever required by the Railway Administration in works like passing of oil/petroleum pipe lines etc., the Applicant shall arrange inspection of a third party as approved by the Railway Administration at their own cost to certify the safety of the installations.

27. The Applicant shall submit safety reports before 1st April every year certifying the condition of the installations laid below the track.

28. The Applicant shall be entitled to use the facility subject to observing the statutory enactments, rules regulations, bye laws laid down or modified by the Railway Administration, local authorities, Central & State Governments from time to time and the Applicant shall indemnify the Railways from all suits, claims, demands, cost, charges that may arise due to non-compliance of statutory enactments, rules, regulations, byelaws by the Applicant.

29. The Railway Administration reserves full rights to enter upon pass through or use the land at any time without any notice to Applicant.

30. In the event of way leave facility being discontinued/ terminated, the Railway will neither be liable to pay any compensation or reimburse any amount to the party, nor to provide any alternative arrangements for access, etc. In such a case any installations like under ground pipelines, etc., put up by the party are liable to be removed/shifted by the Applicant at his/their own cost.

31. The Applicant shall use the facility granted for the purpose for which it has been granted (i.e. **Permission for laying of _____ dia _____ pipe encased in _____ dia _____ pipe/____ KV OH/UG Electric Cable from Km _____ to _____ between Stations_____to_____ on Section _____ to _____** and without conferring upon 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.

32. This agreement is valid for period of _____ years from date of signing this agreement.

33. For categories falling against items 6 (I)-(a) to (e) in Annexure T, this agreement is renewable for another period of **35 years**.

34. Subject as otherwise provided in this Agreement all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Divisional Engineer () _____
_____.

IN WITNESS WHEREOF (Name) _____
Divisional Engineer () of _____, for and on
behalf of the President of India and (Name) _____
_____, **for and on behalf of Applicant i.e.** _____
_____ have hereunto set their
respective hands the day and year first above written.

Signed by
Divisional Engineer ()
Of the
in the Presence of
Signed by the above named.

Divisional Engineer ()
for and on behalf of
the President of India.

Stamp & Signature of Applicants.

Witness:

1.

2.

ANNEXURE-I

6. The following rates as revised from time to time may be levied for way leave/ easement rights on railway land as per Railway Board's Letter No. 97/LML/24/3 dtd. 24.04.2014. :-

I a) Passage / pathway on / across railway land (up to 1m wide) for pedestrians, cyclist etc.	One time recovery of Rs.6400/- (Way leave agreement for 35 years renewable for another 35 years)
b) Water pipeline crossing for cultivation by individual farmers.	One time recovery of Rs.12800/- (Way leave agreement for 35 years renewable for another 35 years)
c) Electric lines crossing for individual houses shops, etc. (both underground and overhead).	-do-
d) Water / sewage pipelines crossings for individual up to 300mm dia.	-do-
e) Electrical crossings by State Electricity Boards & Central Agencies.	-do-
f) In case of ROB/RUB which are undertaken on deposit terms and do not involve closure of level crossing for the portion of ROB/RUB lying over / below the Railway track as the case may be.	Rs. 6000/- p.a. up to two lane road crossing two tracks and Rs.12,000/- p.a. in case the Bridge is wider than two lane and / or crossing more than two tracks
ii) a) Passage / road for vehicles, scooters etc. (I.e. between 1m to 3m wide) by individuals, housing societies, private firms , organizations etc.	6% of the market value of land p.a. subject to a minimum of Rs.5,000/- p.a.
b) Public roads by local bodies / State Govt. / Govt. & Autonomous bodies, charitable / welfare organizations.	6% of the market value of land p.a. subject to a minimum of Rs.10,000/- p.a.
c) Underground water / sewage / effluent pipelines.	-do-
d) Underground / overhead electrical crossing other than covered under 1 (C) above, and other than for cable TV/OFC.	-do-

iii) a) Open drains and over ground water /sewage/oil/gas/effluents pipelines by private parties (including Public Sector Undertakings).	10% of the market value of land p.a. subject to a minimum of Rs.20,000/- p.a.
b) Underground oil/gas/pipelines	-do-
IV. Underground / overhead cables and alignment including track crossings in favour of department of Telecommunications / Bharat Sanchar Nigam Limited / Mahanagar Telephone Nigam limited / Videsh Sanchar Nigam Limited. This includes laying of Optic Fibre Cable (OFC).	<p>6% of the market value of land per annum subject to a minimum of Rs.10,000/- per annum per crossing.</p> <p><u>Optic Fibre Cable :</u></p> <p>a) 6% of the market value of land per annum subject to a minimum of Rs.10,000/- per annum per crossing.</p> <p>b) For purpose of laying OFC along the length of bridge, 6% of market value of land in approaches, subject to a minimum of Rs.25,000/- per annum per bridge, would be charged. In addition , an amount of Rs.100 per metre for the length of cable under the bridge would also be recovered as bridge surcharge.</p> <p>c) For the purpose of laying OFC through ROBs , 6% of market value of land in approaches, subject to a minimum of Rs.10,000/- per annum per crossing through ROB would be charged.</p>
VI. Underground laying of cables of cable T.V.	<ol style="list-style-type: none"> 1. Cables crossing Railway tracks within Metro city Limits Rs.6000/- per annum, and additional supervision charges @Rs.5000/- per annum per single track crossing and @Rs.3000/- per annum for each additional track crossing. 2. Cables crossing Railway tracks outside Metro city limits Rs.3000/-

	<p>per annum, and additional supervision charges as specified in Para 1 above.</p> <p>3. Cables laid parallel to the track or on Railway land involving no crossing of tracks Rs.50 (Fifty) per meter per annum.</p>
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Notes:-

1. In any crossing the minimum width of land for calculation of way leave facility charges will be 1m.
2. In case of all facilities under 6.I (f), 6.II to 6.VI above, it has been decided that way leave facility charges have to be deposited in advance block of 10 years, discounting of future cash flows at prevailing interest rates announced by RBI for government securities would be permissible. While calculating the advance equivalent of 10 years annual charges, annual increase of 7% in land value will be assumed/ taken. Adjustments needed because of variation in actual increase as per rates notified by local development authority or as obtained from district collector would be carried out at the time of payment of installment of way leave charges for the next 10 years.
3. Passage/Roads of more than 3.0m width will be treated under land licensing as per extent circulars on the subject.

(Online Application ID NO. _____)

(Case File NO. _____)