

**SOUTH EASTERN RAILWAY
PRIVATE SIDING AGREEMENT (COLLIERY)**

MEMORANDUM OF AGREEMENT made this..... day of..... 19..... BETWEEN THE PRESIDENT OF INDIA acting through the..... Railway Administration (hereinafter called "the Railway Administration") of the ONE PART and..... (Hereinafter called the Applicant) of the OTHER PART

WHEREAS THE applicant is desirous of having a private siding laid by the Railway Administration at..... from the..... station yard of the..... Railway taking off from kilometre No..... between..... station and..... Station of the..... Railway as shown in red and green on the plan bearing CE's No..... hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated at..... District.....

AND WHEREAS the Railway Administration is willing to lay the said siding for the said Applicant upon and subject to the terms and conditions hereinafter set forth :

NOW, THEREFORE, this Agreement witnesseth as follows :

1, Interpretation—In these presents unless the context otherwise requires, the following words and expressions have the meaning and shall be interpreted as specified, namely :—

a) Words importing the singular number include the plural number and vice versa.
b) "Person" includes a firm or other association or body of individuals and a Company of other corporate body.

c) "The Railway Administration" means the President of India, acting through the General Manager for the time being..... Railway and any officer of the..... Railway authorised by any such General Manager to deal with any matters with which these presents are concerned.

d) "The Applicant" means the person named as party hereto of the other part and includes in the case of a firm or other association or body of individuals, the individual person or persons for the time being and from time to time constituting the firm, association or body and, in the case of a company, corporation or body corporate the successor in business of interest, such company, corporation or body corporate for the time being.

e) "Works" means the premises belonging to or occupied or used by the Applicant which are connected with the..... Railway system by the siding herein before mentioned.

f) "Undertaking" includes all land, railway lines, works buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or appertaining to the..... Railway system as now or hereafter constituted and all engines and rolling stock (whether belonging to the..... Railway system or not) passing over such system.

**NOTE
FORMS OF DESCRIPTION OF THE APPLICANT**

- A. (Where a single person is the Applicant), "and A.B. (insert full name) of (insert address and occupation)".
- B. (Where two or more persons are joint Applicants), "and A. B. (Insert address & Occupation) & C. D. (Insert full name) of (Insert address & occupation)".
- C. (Where a single person trading under a different name is the Applicant), "& A. B. (Insert full name) of (Insert address & occupation) carrying on business under the name or style of (insert name) at (if the business is carried on at a different address from the address already inserted then insert such addl. address)".
- D. (Where a partnership firm is the Applicant and the names of the partners known), "& A. B. (Full name) & C. D. (Full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm & address)".
- E. Where a partnership firm is the applicant and the names of the partners are not known), "& A & C (insert name of style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)".
- F. (Where an incorporated Company is the Applicant), A. B. & Co. Ltd. a company incorporated in (insert country of incorporation e. g. India, England or elsewhere, as the case may be) and having its registered office at (insert address) (in the case of a company incorporated elsewhere than in India add:)"
- G. (Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A. B. (insert full name) for self, and as Karta or managing member of the joint family governed by the Mitakshara School of Hindu Law carrying on business under the name or style of (insert name under which the joint family business is carried on) at (insert address) (insert full name) etc. (insert full name) other adult members of the said joint family

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g) "Railway system" includes Private and Assisted Sidings constructed by the Railway Administration for the use of other persons.

h) "Siding" includes the Railway track connecting the Applicant's works with the Railway system as hereinafter agreed to be constructed by the Railway Administration and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the Railway Administration at the applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals, interlocking and telecommunication equipment, gates, buildings and other constructions, erections, works and movable property constructed, erected made, provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed, erected, made provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the Railway Administration and land belonging to or occupied or used by the Applicant.

i) "Sub-grade Work" includes the construction of embankments, the making of cutting and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and the laying out of ballast, and all other works, necessary to permit of the laying and construction of the Railway track, of the siding and generally all works which have to be abandoned if the siding be closed.

j) "Permanent Way material" includes girders, rails, sleepers, fastenings, points, crossings, fencings, signalling, inter-locking and telecommunications equipment and over-head structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the siding.

k) "Legal Representative" means any person who is competent to give the Railway Administration a valid discharge in respect of any money or property which may be payable or deliverable to the applicant and shall include the executor and administrator of a deceased person a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals the certificated guardian of a minor property, the committee of a lunatic, the assignee or receiver of an insolvent's estate the liquidator, of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

l) "Departmental Charge" means the charges leviable by the Railway Administration, when work is undertaken by the Engineering Department of a Railway for outside parties, in terms of "the code of the Engineering Deptt. (as revised from time to time).

2. Agreement to Construct Siding-Subject to the terms and conditions hereinafter contained, the Railway Administration will at the cost and expense of the Applicant in all respects construct partly on the land of the Railway Administration and partly on the land of the Applicant the said siding at or near km.....from on.....Branch as shown in red and green on the plan annexed hereto (bearing CE's No.S. 21.9.4.....connecting the Applicant's work known as S. 111. Baswan. Iron and Mineral at or near.....Baswan.....in the District of.....Sardar Sarb.....with the.....S. E. Rly.....Railway Station.

3. Preliminary Survey Expenses - The Applicant shall bear and pay to the Railway Administration in advance the sum of Rs.10,000/-.....for the first track kilometre or part of a track kilometre of the siding required and the sum of Rs.5,000/-.....for every half track kilometre or fraction thereof in excess of one track kilometre as cost of survey & preparation by the Rly. Administration of the plans & estimates for the siding when the same will traverse in a flat terrain but in case of sidings through difficult terrain, of which the Railway Admn. shall be the sole judge, the Applicant shall pay such as may be fixed by the Rly. Admn. The amount of Rs.10,000/-.....and Rs.5,000/-.....respectively as stated above are subject to increase from time to time at the sole discretion of the Rly. Administration on the circumstances of each case and the Applicant shall be bound to bear and pay such sum. Single copies of such plans and estimates will be sent to the Applicant on completion. If addl. copies of such plans and estimates are required to be supplied, the Applicant shall have to pay such addl. charges as may be levied by the Chief Engineer. If the Applicant shall desire any alterations to such plans involving further survey work the Applicant shall pay to the Rly. Admn. in advance the cost of such further survey and the preparation of amended plans and estimates at the rates and terms as stated above in addition to the cost before mentioned.

Provided, however, that where a subsidiary or auxiliary line requiring addl. survey work is proposed to be constructed off the main siding but forming part of the same, the addl. length of such divergent line shall be included in the estimate for the main siding.

Provided further that the amounts mentioned in this clause shall not be refundable under any circumstances when survey work has started but if the survey work is not started at all the amount may be refundable deducting such expenses as may be incurred.

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4. Land—The Railway land required for laying the siding will be licensed to the Applicant. The land outside the Railway boundary shall be acquired by the Applicant. The Rly. Administration, however, may assist the Applicant for acquisition of land, all expenses towards acquisition of such land including supervision charges shall be borne by the Applicant.

The Railway land required for the siding will be licensed to the Applicant. The Applicant will have to pay for land rent at the rate of 6/- per annum of the market value of the land or at such rate as may be fixed from time to time. This rent will be revised every five years based on market value of land in the area as obtained from the Civil Authorities. The land outside the Railway boundaries shall be acquired by the applicant at his cost by purchase or otherwise.

5. Sub-grade work—The sub-grade work including earth-work, culverts and bridges, drains, pitching and protection work and ballast supplying will be carried out, at the cost and expense of the Applicant either by his own agency or by the Railway Administration on his request. When the works or part of them are carried out by the Applicant the work should conform to the Rly. Administration's drawings and specifications and shall be executed under the supervision of Engineering Staff of the Rly. Administration. The Applicant will have to pay the general charges for establishment and otherwise as estimated subject to final adjustment as per actuals and departmental charges as provided in extant orders of the Railway Administration on the estimated cost of the work depending on the agency of execution.

Clause 6
(Payment by
the Applicant
against the
total estimated
costs)

The Applicant will pay in advance to the Rly. Admn. the total estimated cost of the work consisting of the estimated costs of work done by the party and those by the Rly. Admn. and general charges and departmental charges thereon. After completion of the work and certification in writing by the Rly. Engineer the completion cost of the work will be arrived at with the cost of materials and labour and general charges based on actuals and departmental charges as per rates, fixed, from time to time added to it. In case the completion cost is lower than the amount deposited, the difference will be paid back to the Applicant and vice versa. No interest however, will be payable by the Rly. Administration on any such amount refundable to the Applicant. If the amount actually expended by the Rly. Administration for the construction of the siding exceeds the amount paid in advance by the party the Applicant shall pay to the Rly. Admn. on demand the amount of the excess forthwith in case the excess is upto 20% above the estimated cost. If the excess is more than 20% of the estimated cost a revised estimate will be supplied by the Rly. Administration and when such excess is known and the Applicant will forthwith deposit the excess amount so involved.

b) The Railway Administration may execute the work by its own labour through contractor or other agencies. If the Railway Admn. incurs any addl. liability arising out of litigation for arbitration award or any other dispute etc. after sanction of the estimate/ Drawing Physical progress of this work or even after drawal/sanction of CR the party on whose behalf the work is executed by the Rly. Administration will have to discharge the debt liability and they will be bound to pay the same within one month, from the date of the written demand in this behalf.

7 (a) P. W. Materials—The Applicant will provide and deliver at site the Permanent Way and other materials in accordance with the Rly. Administration's Standards and specifications as per the Rly. Administration's estimate. On completion to the satisfaction of the Railway Admn. of the sub-grade work the permanent way materials shall be laid by the Rly. Admn. All charges incurred in laying and lifting the permanent way materials and all other equipments, which may be provided, including freight at public tariff rates, material trains and handling charges shall entirely be borne by the Applicant.

In addition, the Applicant shall bear departmental and other charges as may be fixed by the Railway Admn. from time to time on such cost borne by the Applicant. The Railway Admn. may also, if so required by the Applicant, provide any station machinery required upon payment by the Applicant in advance of such cost and charges in respect thereof as shall be fixed by the Railway Admn.

Clause 7(b) (Electrification of siding) :

Should the Railway Administration at any time or times hereafter require to electrify the siding, entire cost of OHE will have to be borne by the siding owners in the case of track. Maintenance cost will similarly have to be borne by the siding owner.

In case of all new private sidings, the area/sec. from which the siding takes off to be electrified in future and in consequence electrification of the siding becomes necessary for operation of the siding, the entire cost of the OHE will have to be borne by the siding-owner as in the case of track. Maintenance costs of OHE will also be borne by the party.

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i) In case of existing sidings :

With regard to sections which are being electrified, in case Over Head Equipment for the private sidings is considered essential, the cost will be borne by the Applicant.

ii) Where section is already electrified and OHE is to be provided for the siding the Provision of OHE will be at the cost of the party concerned; otherwise, movement to the siding will have to be by Applicant's own locomotives.

iii) If any modification of the siding or any works in the vicinity of the same be required on account of electrification, the work should be carried out under Private Siding terms, i. e., on the same terms and conditions under which the siding was constructed.

8 (a) Maintenance and other charges for the portion of the siding within Railway land.

i) The Applicant shall also pay to the Railway Admn. towards the ordinary maintenance of the said siding within Rly. boundary coloured red viz. the permanent way materials, sub-grade work etc. at such rates as may be fixed by the Administration from time to time. Such charges as may be fixed by the Railway Administration from time to time be paid in advance within seven days after every 31st day of March and such yearly payments to include all items upto the last day of respective financial year.

Provided that the entire cost of recoupment of ballast, renewal, replacement or strengthening of permanent way materials etc. shall be deemed to be special repairs and the Applicant agrees to pay on demand the full expenditure incurred by or through the Rly. Admn. on this account. The Applicant shall also pay to the Rly. Admn. such amount as departmental and other charges, as may be fixed by the Railway Administration from time to time, based on (i) either a fixed percentage of the cost of works including departmental charges (ii) or actual expenditure.

ii) The Applicant agrees that any special emergency repair works which may be necessary for the safety of the siding (the Rly. Admn. being the sole judge for this purpose) will be done by the Rly. Administration at the cost of the Applicant and the Applicant agrees to pay on demand any expenditure incurred by or through the Rly. Admn. on this account. The applicant shall also pay to the Rly. Admn. departmental and other charges, as may be fixed by the Rly. Administration from time to time.

8 (b) MAINTENANCE AND OTHER CHARGES FOR THE PORTION OF THE SIDING OUTSIDE RAILWAY LAND :—

i) The Applicant will at their own cost and expenses in all things and to the satisfaction of the Rly. Admn. and if required by the Rly. Administration under its supervision maintain in good order and repair the said portion of siding (on their own land delineated and coloured (green) on the said plan). Such charges as may be fixed by the Railway for the supervision rendered shall be paid by the Applicant.

Provided, however, that the Rly. Admn. may at the request of the Applicant, undertake at any time the ordinary maintenance of the said portion of siding (coloured green) on the Applicant paying annually to the Rly. Admn. in advance maintenance charges at such rates as may be fixed by the Rly. Administration from time to time on per kilometre basis fraction less than half a km. being treated as equivalent to half a kilometre.

Provided also that when the Rly. Admn. is also required to carry out any renewals of permanent way materials or strengthening of track and special repairs to sub-grade works including recoupment of ballast in respect of the said siding (coloured green) the Applicant shall pay in advance to the Rly. Admn. the cost which the Rly. Admn. or their Engineer may estimate for such renewals of permanent materials or strengthening of track including supply of materials and special repairs to sub-grade work together with supervision and other charges as fixed by the Railway Administration.

The difference between the cost so estimated and the cost actually incurred will be paid to or repaid by the Rly. Admn. as the case may be, on the completion of the particular work being certified in writing by Rly. Engr. No interest will be paid by the Rly. Admn. on any such advance.

ii) The Applicant agrees that any special emergency repair works which may be necessary for the safety of the siding (the Rly. Admn. being sole judge for this purpose) will be done by the Rly. Admn. at the cost of the Applicant and the Applicant agrees to pay on demand any expenditure incurred by or through the Rly. Admn. on this account. The Applicant shall also pay to the Rly. Admn. Departmental & other charges as may be fixed by the Rly. Admn. from time to time.

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8 (c) The inspection charges at a rate to be fixed by the Rly. Admn. from time to time per km. or part thereof per year will be levied by the Rlys for inspecting the fitness of the sidings which is not maintained by the Rlys for receiving the Rly's Rolling Stock etc. This Inspection will not absolve the party from their responsibility of proper maintenance of the siding and also the responsibility or liabilities laid down in Clause 18 hereinafter.

8 (d) The Applicant shall be responsible to keep the track and cess clear for day to day movement of Rolling Stock and locomotives. In case this is not done the Rlys will have the right to stop the working on the siding or impose a charge at a penal rate to be decided by the Rly. Admn. to have the track and cess cleared for the working of the siding.

9 (a) WEIGH-BR. FACILITIES LEVEL CROSSING Etc :— (a) The Applicant shall provide and maintain at their own cost and expense a suitable weigh Bridge, weigh bridge house and weigh bridge siding and such level crossings, gates and gate-lodges, water columns and watering arrangement within the siding limits as the Rly. Admn. may require the Applicant to provide from time to time. All aforesaid works & maintenance shall be done according to Rly. rules and regulation as in force from time to time. Such emergent maintenance as may be required for the safety purposes may be done by the Rly. Admn. and the Applicant agrees to pay on demand any expenditure incurred by or through the Rly. Admn. on this account including Departmental and other charges as may be fixed by the Rly. Admn. from time to time.

9(b) The Applicant shall also provide quarters of appropriate types for the weigh-bridge Clerk (s), siding clerk (s), pointsmen and Gatemen for level crossings to be employed and all labour necessary for the proper performance of the operation of weighing which must be done within free time allowed for the wagon.

c) The staff referred to in Sub-clause (b) above will be Railway Servants, to be appointed by the Rly. Admn. but the Applicant shall pay to the Rly. Admn. the amount of salary and allowances paid by the Rly. Admn. to all such staff so employed as well as all contributions or payments which the Railway Administration may take towards or on account of leave-salary, pension, Provident Fund, bonus, special contribution to Provident Fund, gratuity, house rent, cost of uniform or any other contributions, payments or fringe benefits for the benefit for such staff in accordance with any rules of the Rly. Admn. for the time being and from time to time in force relating to the employment and emoluments of the Rly. servants.

A separate terms and conditions for maintenance and inspection of such siding will be executed by the applicant with the Railways.

d) A card will be kept by the Applicant testifying the accuracy of the weigh-bridge and giving date of tests as in the case of all Railway weigh-bridges, The Applicant should also permit the Rly. weigh-bridge Inspector or such other staff as may be deputed by the Rly. Admn. at all times to check the accuracy of the weigh-bridge and to supervise the maintenance, which shall be carried out by the Applicant to the satisfaction of the Railway Administration,

e) The maintenance shall be done according to railway rules and regulations as in force from time to time. Such emergent maintenance as may be required for safety may be done by the Rly. Admn. without prior notice to the Applicant and the Applicant will have to pay on demand any expenditure incurred by or through the Rly. Admn. on this account, including departmental and other charges as may be fixed by the Rly. Administration from time to time.

10. Rent of Land : The Applicant shall pay to the Rly. Admn. in advance on the first day of April every year such sum of money as may be fixed by the Railway Admn. from time to time as yearly rent for the use and occupation of land belonging to the Rly. Admn. upon which the portion of the said siding and works coloured red on the said plan shall be situated, the first payment thereof to be made on the 1st day.

11. ADDITIONAL WORKS INCLUDING RENEWALS, REPLACEMENTS AND RESTRENGTHENING

In the event of it being necessary after the opening of the siding any alterations or additions or renewals of replacements items as fencing, signalling, interlocking and Tele-communication equipments, improved safety appliance or machinery of any kind or to provide quarters for signallers or staff for the working of the siding such additional work shall be provided at the cost of the Applicant as per the general conditions governing the construction of the siding. The Applicant shall be responsible for the safety appliance including but not limited to such as salary and allowances of signallers, or watchmen or any other staff as well as all contributions or payments which the Rly. Admn. may make towards or on account of leave salary, pension provident fund bonus, special contribution to Provident Fund, gratuity, house rent, cost of uniform or any other contributions, payments or fringe benefits for the benefit of such signallers or

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watchmen or any other staff employed of the Railway Administration for the purpose of the Clause 11, in accordance with any rules of the Rly. Admn. for the time being in force relating to the employment and emoluments of railway servants, provision of stores and repairs shall be paid by the Applicant.

Provided that the question whether it is necessary to make any alterations or renewals or replacements or strengthening of track or bridges will be decided by the Rly. Admn. at its sole discretion and such decision shall be final and binding on the parties.

No addition or alteration shall be made to the siding nor shall any temporary or permanent structure be erected without the sanction in writing of the Rly. Administration.

All such structure must comply with the regulations from time to time in force upon Rly. system regarding standard dimensions and other matters. The terms & conditions of this agreement will also be applicable to any additions and alterations made to the siding unless otherwise decided by the Administration.

12- DEPOSIT TOWARDS THE COST OF REMOVAL OF SIDING AND ALL OTHER CHARGES :

a) The applicant shall deposit in advance at the time of construction of the siding a sum considered sufficient by the Rly. Admn. to cover the cost of dismantling of the siding and other charges in connection therewith within the railway land and marked in red, in the event of termination of this agreement on such ground on which the Applicant shall be liable to pay the cost of dismantling of the siding and other charges. No interest will be allowed by the railway on such deposit if made in cash. Paper securities at 5% below the market value hypothecated to FA & CAO may also be permitted. Interest accrued on this account may be paid to the Applicant.

As the above deposit and the costs are provisional the Applicant shall further pay on demand at the time of dismantlement any difference in cost between the cost of dismantlement and the initial deposit, failing which the railway would be at liberty to appropriate the materials belonging to the party towards such cost. Any sum due to the Applicant out of the initial deposit will be refunded to the Applicant.

b) The Applicant shall pay all rates, taxes, cesses and assessments whatsoever payable, or hereafter to be payable to any local body or state or Central Government in respect of all structures, buildings and other works built or erected in connection with the siding-

c) In the event of the Applicant failing to pay within due time the sum payable by him to the Rly. Admn. under the provisions of clause 8 (a) & of sub-clause, (b) of the clause, the Rly. Admn. shall be entitled to terminate this agreement by giving one month's notice in writing to the Applicant.

d) The termination of this agreement under the provisions of this clause shall be without prejudice to any rights or remedies to which the Rly. Admn. will be entitled to in respect of any acts, matters or things arising before such termination.

13. Cost of Railway staff Employed at the Siding etc :

(a) The Applicant shall pay to the Rly. Admn. such establishment cost of any railway staff posted at the siding for the proper working of the said siding as may from time to time be decided by the Rly. Admn. and such establishment cost shall include the pay & allowances of any Railway staff as well as all contributions or payments which the railway Administration may make towards or on account of leave-salary, Provident fund bonus, special contribution to Provident fund, pension, gratuity, house RENT, COST of Uniform or any other contribution, payments or fringe benefits for the benefit of any railway staff in accordance with any rules of the railway Administration for the time being and from time to time in force relating to the employment and emoluments of the Railway servants.

(b) The Applicant shall provide or bear the cost of proper and suitable office accommodation and quarters for all railway staff posted at the siding.

WHICH THE EMPLOYER HAS RESPONSIBILITY TO INcur entire expenditure in train examination and wagon repairs over and above what would normally be done and which the Applicant shall have normally incurred otherwise in such case. entire cost of railway staff posted for Train examination and all other expenses incurred in examination, repairs etc. should be paid by siding holders."

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14. Provision for Protection of the Siding and Existing Lines and Undertaking- (a) The Applicant undertakes and agrees that he will not work or get or permit to be worked or get any mines or minerals or other substances in or under the area of land coloured Pink on the Plan No. S. 2194 hereto annexed and more fully described in the Scheduled 'A' given hereafter (in which land or any part where-of the Applicant is now possessed or entitled to the mining rights as the owner or lessee or otherwise) in any manner Likely to injure or endanger the safety of (i) Siding, (ii) the existing railway line or lines, (iii) the Undertaking (iv) any support which are required to be left for the safety of the Siding Lines & Undertaking within such area.

The particulars of the Applicant's Colliery for which siding is required are contained in the Schedule 'B' hereof and is shown and delineated in Plan No. S. 2194 hereto annexed.

The Applicant further agrees that the above provisions will also apply to any land to which he may hereafter be possessed or entitled to the mining rights as the owner or lessee or otherwise. The Applicant further undertakes to inform the Rly. Admn. within 30 (thirty) days of his acquiring any rights, title or interest in any land as aforesaid in any area adjacent to the Applicant's Colliery as shown & delineated in Plan No. S. 2194 hereto annexed and to register any Supplemental Agreement as may be required by Rly. Admn.

(b) The Applicant will at all times permit any person appointed by the Rly. Admn. to enter upon and inspect and make plans and surveys of all mines and workings, in or under and adjacent to any such land as aforesaid and conduct such surveys to the pits, shafts and inclines thereof and if the Rly. Admn. consider that the method of working any mines or minerals or other substances is likely to injure or endanger the siding or any existing line or lines or Undertaking or any support which are required to be left for the safety of the siding, Lines and Undertaking, within such area referred to in sub-Clause (a) of this clause, the Rly. Admn. may apply to the Director General of Mines Safety to inspect such mines or workings and the Dir. General of Mines Safety may, either of his own accord under the power conferred on him by any enactment, regulation or rules for the time being in force or on such application of the Rly. Admn. as aforesaid, inspect or cause the same to be inspected by any person nominated or appointed by him for such purpose and the Rly. Admn. in consultation with the Dir. General of Mines Safety or the Dir. General of Mines Safety may either prohibit the working of such mines or minerals or other substances entirely or permits the working thereof subject to such restrictions as the Dir. General of Mines Safety may consider necessary or expedient for the due protection of the siding or such existing line or lines of the Undertaking or any support which are required to be left for the safety of the Siding, Lines and Undertaking within such area as aforesaid and in such case, the Applicant shall forthwith either cease entirely to work the said mines or minerals or other substances or conform to the restrictions imposed by the Rly Admn. or the Director General of Mines Safety for such working and in either case, the Applicant shall have no claim whatsoever, against the Railway Administration in respect of such prohibition or restriction.

(c) In the event of the working of any mines or minerals or other substances in or under the provisions of the Land Acquisition (Mines) Act, 1885 or any other Act for the time being in force, the Applicant hereby waives all claims to compensation which he might otherwise be entitled to make by reason of such prohibition or restriction and the Applicant undertakes and agrees to be liable for and to pay all such compensation as may be payable consequent upon such prohibition or restriction to any other person in respect of mines or minerals or other substances in or under any land forming part of the siding or of the said existing line or lines or of the Undertaking and in or under any land on either side thereof in which such prohibition or restriction may be required for the purpose of vertical or lateral support to the Siding or Line or Lines of the Undertaking or any support which are required to be left for the safety of the Siding, Line and Undertaking as aforesaid and to keep the Rly. Admn. indemnified from and against the payment of any compensation money in such circumstances and against all suits, proceedings, loss damages, cost (between attorney and client), expenses, claims and demands in relation thereto.

- i) any land appertaining to or forming part of the siding and/or
- ii) any land under/lying and existing line or lines or undertaking referred to in sub-clause (a) of this clause and /or
- iii) any land on either side of the Siding or on either side of the said existing line or lines or the Undertaking which may be required for the vertical or lateral support or the siding or such line or lines or the undertaking and/or

any mines or minerals or other substances which are required to be left for the safety of the Siding, Lines and Undertaking, being

d) The Applicant undertakes and agrees to be responsible for any loss, damage or injury to any person or property which may be caused either directly or indirectly by reason of the working of any mines or minerals or other substances contrary to the obligations on the Applicant specified in sub-clause (a) & (b) of this clause.

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e) The Applicant undertakes and agrees to give to the Rly. Admn. not less than 60 days notice in writing of his intention to work any mines or minerals or other substances in or under any land forming part of or adjoining or within 45 metres of the land coloured Pink and shown on the said Plan No. S-2194 referred in Sub-clause (a) of this clause and also to give like notice of his intention to extract pillars therein or thereunder. Such notice shall be given independently of any other notice of such intention which the Applicant may be required to give to the Railway Administration under any statutory enactment, rule or regulation and shall be sent to the G. M. of the Railway by post registered for acknowledgment. If the operations in respect of which any such notice as aforesaid has been given are not commenced within 12 months from the expiry of the period of 60 days referred to above, a fresh notice shall, in all cases, be given as herein before provided.

f) The Applicant undertakes to carry out and complete at his cost to the satisfaction of the Rly. Admn. such works for the safety and protection of the siding, existing lines, undertakings, and/or any support left for siding, lines & undertaking and which is and/or is being or is/are likely to be damaged either directly or indirectly by reason of the working or getting any mines or minerals or any other substances as aforesaid or by fire or by premature collapse as may from time to time be suggested by Railway Administration or the Director General of Mines Safety and if at any time be suggested by Rly. Admn. or Director General of Mines Safety and if at any time it will appear to the Rly. Admn. that the applicant has not acted according to the undertaking herein contained then it shall be lawful for the Rly. Admn. to give notice to the applicant requiring him to carry out and complete such works or any part thereof at such cost as aforesaid provided always that if the Applicant shall fail, refuse or neglect to comply with the notice within the period stipulated by the Railway Administration then the Rly. Admn. shall be competent to carry out and complete such works at their costs and recover the same from the Applicant and if not paid on demand then with interest at percent per annum from the date of demand until payment and realisation in full by suit or otherwise. PROVIDED FURTHER that in that event and for all purposes connected therewith the Applicant shall permit and allow the Rly. Admn. and such person or persons as may be necessary to make use of all machinery, pits and other conveniences in use in the mines of the Applicant and shall render all facilities going down the mines or otherwise howsoever and carrying out and completing such works or any part thereof.

15. Traffic on Siding : (a) Wagons will be hauled by the Railway Administration (subject to such rules and restrictions as may be enforced from time to time and from the point marked 'X' in the said Plan No. S-2194 (same number as in clause 2) herein before referred to or such other points may hereafter be fixed upon, by mutual consent of the Applicant and Rly. Admn. in writing at which point they shall be made over to the Applicant and returned to the Rly. Admn. in such manner as shall be determined in each case by the Rly. Admn. The Applicant undertakes to shunt the wagons from such point to his premises and back with his own labour and the Rly. Admn. will not be responsible for any delay, loss and damages caused in consequence of the failure of the Applicant to arrange for such shunting.

b) Provided that the railway administration may at the request of the Applicant undertake shunting by locomotives of wagons inside the premises of the Applicant on the portion of the siding coloured green in the said plan and demand such addl. charges as may be determined from time to time by the Rly. Admn. but this facility may be withdrawn at any time at the sole discretion of the Railway.

c) No traffic in commodities other than such as can reasonably be regarded as necessary for the working or requirements of the mill, factory or industry of the Firm, shall, except with the written permission of the General Manager of the Railway or an Officer authorised by him, be at any time taken or sent by the Applicant over the siding. No consideration or remuneration of any nature, except such as may be contained in a written permission of the General Manager or an Officer authorised by him, shall be received or taken by the Applicant in respect of traffic over the siding.

16. Siding not to be used by other Persons : No traffic other than that of the Applicant's Works shall at any time be sent over the siding by the Applicant except with the prior written permission of the Rly. Admn. and the Applicant undertakes not to permit any other person whomsoever to use the siding and not to take or receive or permit any other person to take or receive from any other person whomsoever any consideration or remuneration of any sort or in respect of the carriage of any commodity over or for any purpose whatsoever in connection with siding except with the prior written permission of the Railway Admn. and in all cases of disputes or difference with regard to any matters mentioned in this clause the decision of the Chief Operating Superintendent/Chief Commercial Supdt. of shall be final.

17. Freight etc on traffic (a) The Applicant shall pay freight and also all other charges (including lading, placement & withdrawal charges where leviable) on traffic to and from the siding, from the date of opening of the siding in accordance with the Rly. Admn. Tariffs, Circulars and advices in force at or given

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b) The free time allowed to the Applicant for loading and unloading wagons and the demurrage charges leviable for detention in excess of such free time will be governed by the rates and rules published from time to time in the Tariffs, Circulars and Advices of the Rly. Admn. and in force at the time the traffic is carried.

c) When wagons cannot be placed at the point of interchange on account of the siding being blocked by wagons that have not been returned the Applicant or on account of the Applicant's inability to get wagons in the siding and such wagons are detained in the serving str. yard, the railway reserves the right to levy demurrage, detention or other charges on such wagons from the time such wagons are ready to be made over to the Applicant, the usual free time being allowed only once.

d) The Rly. Admn. will not be responsible for loss, damage destruction deterioration of the contents of wagons booked at either owner's risk rate or railway risk rate, hauled over the siding during the time the wagons are in transit or remain on any part of extension of the siding at or beyond the point of interchange.

e) Unless a Goods Clerk representing the Admn is employed at the siding empowered to effect delivery of the wagons will not be placed in the siding until delivery is effected at the serving station. In the event of Applicant failing to effect delivery within the prescribed free time after the arrival of the wagons at the siding stations, the usual demurrage charges shall begin to accrue on such wagons thereafter, the free time being granted only once.

f) The Applicant shall at all time permit any person appointed by the Rly. Admn. to inspect the siding and unloading of wagons and the said siding (Coloured red & Green).

g) All goods despatched from and to the said siding should be loaded and unloaded by the Applicant at his own cost.

18. Working of Siding : The Applicant shall provide labour for and bear the cost of all operations on the siding. The Applicant shall be responsible for the strict compliance by himself and his employees and agents of all rules, regulations and standing orders made by the Rly. Admn. from time to time for the working of sidings and for all accidents, loss or damage that may ensue or be caused by reasons of negligence or non-observance, of such rules, regulation and orders. It shall be the duty of the Applicant to obtain from the Rly. Admn. authentic copies of all such rules regulations and orders aforesaid and to ensure that his employees and agents working in connection with the siding are made and kept acquainted with the same.

19. Applicant Responsible for Damage or Injury to Person or Property :

The Applicant shall be entirely responsible for all property of the Railway Admn. during the time the same shall remain on any part or extension of the siding at or beyond the point of interchange and shall make good on demand all loss of or damage to the engines, damages and deficiencies of rolling stock (way wagons) or other property of the Rly. Admn. from any cause whatsoever except sole negligence on the part of the staff of the Rly. Admn. or act of God or war or other acts of circumstances for which the Applicant is not responsible. The Applicant shall also be liable to bear the cost of re-railing engines and rolling stock derailed and for repairs to the siding necessitated by such derailment.

The Applicant shall also indemnify the Railway Admn. against any loss due to damage, injury or death sustained to any Railway servant while working in connection with the Private siding.

Railway Administration's Rights regarding use of the siding :

In addition to any other rights, powers and liberties herein provided for, the Rly. Admn. shall have the following rights, powers and liberties, to, over and in connection with the siding on any extension or part thereof, namely:

a) To use the siding or any extension or part thereof for any purposes of the Railway Administration without charge or any remuneration of the Applicant in respect of such use.

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b) To connect or allow to be connected with the siding or any extension or part thereof any other siding or sidings branching or extending therefrom which may have been constructed or which may hereafter be constructed by or under the authority of the Rly. Admn. for any other person or persons whomsoever for the purpose of the Railway Administration and to make or allow such alterations as may be necessary to effect such connection.

c) To use or to permit the use of the siding or any extension or part thereof for the traffic of any person or persons other than the Applicant and to work traffic over the siding or any extension or part thereof to and from any other siding or sidings or, branches or extensions therefrom which may be constructed as aforesaid jointly with the traffic of the Applicant upon payment by such person or persons to the Applicant of either such portion of the cost originally said by the Applicant to the Rly. Admn. in respect of the siding and sub-grade work or such tollage for such use as aforesaid as shall be decided by the General Manager at the time being of the Rly. Admn. or such other officer as may be nominated by him whose decision shall be final, conclusive and binding on the Applicant as to whether a portion of the aforesaid cost shall be payable and if so, the amount thereof or whether a tollage shall be payable and if so the amount or rate thereof.

The Rly. Admn. shall collect such proportionate cost on behalf of the Applicant but shall not be responsible for collection of tollage for and on behalf of the Applicant but the Applicant may enter into an agreement with the person or persons who has/have been permitted the use of siding or part thereof by the Rly. Admn. on the payment by the latter of tollage.

The use of the siding or any extension or part thereof by the Rly. Admn. or by other persons shall be so conducted in such manner and to such extent as to interfere as little as possible with the free use of the siding by the applicant whose traffic shall have precedence.

d) To refuse supplies of wagons or other rolling stock for the Applicant to any siding or sidings constructed for any other person or any branches or extensions or parts thereof over which the Applicant may be allowed to work traffic jointly with such other person or otherwise in the event of non-payment by the Applicant of any sum or tollage which the Rly. Admn. may decide shall be payable by the Applicant in the event of non-compliance by the Applicant with any directions or requirement of the Rly. Admn. in regard to the use of working of the siding or any branch or extension thereof or any other siding, branch or extension whether constructed for the Applicant or otherwise including the commission or omission of any act, matter or thing which may interfere with or inconvenience the Rly. Admn. in the proper working thereof.

21. Conversion of the siding :

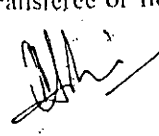
The Rly. Admn. may whenever they shall think proper convert the entire portion of the said siding (coloured Red & Green on the said plan) or part thereof into Railway or Assisted Siding by giving to the Applicant six months' notice of their intention so to do on payment of such costs to the Applicant as will be considered reasonable by the Rly. Admn. at the time of conversion. The decision of the General Manager of Rly. Admn. on the amount to be paid shall be final and binding on the parties.

The Applicant shall not raise any objection to such conversion and shall execute in the standard form such agreements as may be considered necessary by the Rly. Admn. in the altered circumstances, failing which the Rly. Admn. will have the right either to suspend the siding facilities granted to the holder or to terminate the agreement by giving one month's notice in writing.

22. Applicant not to Transfer Rights :

The Applicant shall not be entitled to assign or transfer or sublet or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant under these present and any purported assignment, transfer or subletting or permission shall be void and of no effect. Provided also that in the event of any other person being permitted by the Rly. Admn. to use the siding on the Applicant's request or otherwise, the Applicant shall remain responsible to the Rly. Admn. for all the charges and obligations under this agreement.

Provided, however, that if the Applicant shall desire to transfer the Applicant's works to any person or if the Applicant being a company shall go into liquidation and such intended transferee or the liquidator of the Applicant or the liquidator of the company shall apply to the Rly. Admn. at its discretion on the written request of the intended transferee or liquidator made prior to the transfer or within one month after the date of the liquidation of the Applicant's Works or after proof by the Liquidator of his intention to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the siding. The conditions abovementioned are the following :—



- i) that the liquidator shall be approved by the Rly. Admn. but such approval will not be unreasonably withheld.
- ii) that the liquidator shall duly sign and register a Private Siding Agreement in the same form as these presents so far as then applicable or in such other form as the Rly. Admn. may then require.
- iii) that the Applicant, Rly. Admn. and transferee shall duly execute and agreement of assignment may be prescribed by the Rly. Admn.

Power to terminate Agreement if Traffic is Insufficient :

- a) Notwithstanding anything contained in this Agreement the Rly. Admn. shall be entitled, in the event the Rly. Admn. being of the opinion that the Applicant's traffic over the siding is insufficient to justify the continuation of the siding by the Applicant of which event the Chief Operating Supdt./Chief Commercial Supdt. the Rly. Admn. will be the sole judge, to terminate this Agreement by giving to the Applicant not less than six month's previous notice in writing of the Rly. Administration's intention to terminate this Agreement and on the expiry of such notice this Agreement shall stand terminated.

- b) The termination of this Agreement under the provisions of this Clause shall be without prejudice to any rights or remedies to which the Rly. Admn. will be entitled to in respect of any acts, matter or things done before such termination.

Power to close the portion of the siding within Rly. Land and coloured red in the annexed plan or work it for Public Traffic :

In the event of the Rly. Admn. deciding the public interest to close the siding or any part or extension thereof or to work the siding or any part or extension thereof for public traffic as part of the Rly. system (the decision of the Rly. being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the Rly. Admn. may terminate this agreement by giving to the Applicant 6 (six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate.

Provided, however, that in such event the Rly. Admn. shall at their option either construct for their use of the applicant at the cost of the Rly. Admn. a suitable siding in lieu of the siding or the portion or extension thereof so closed or worked for public traffic or furnish the Applicant with facilities for his traffic equivalent to those supplied to him by the siding or such portion or extension thereof but if neither of the foregoing courses shall be found by the Rly. Admn. to be practicable (the decision of the Railway being final in this case) the Railway Admn. may pay to the Applicant the compensation specified below :

The cost of the siding (both sub-grade and super grade works) originally paid by the Applicant less depreciation @5% (five) per year up to 20 (twenty) years after the date of completion of the work. After expiration of 20 (twenty) years no refund of cost of any part of the work shall be payable.

Powers to Stop Traffic and to Terminate Agreement in Certain Events :—

The Rly. Admn. shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the siding or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events :—

- a) In the event of the Applicant failing to deposit within the time fixed for the purpose any sum or sums required to be deposited under the provisions of these presents or according to any direction of the Rly. Admn.

- b) In the event of the Applicant failing to pay any other sums payable to the Rly. Admn. under this Agreement or any other charges payable to the Rly. Admn. in respect of the siding or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written demand for payment :—

any person or persons may, with the sanction of the Rly. Admn. to remove or repair any defect which, in the opinion of the Rly. Admn. may endanger the working of the siding within such time as shall be fixed by the Rly. Admn. for the purpose.

d) In the event of the Applicant ceasing for a consecutive period of 3 (three) months to use the siding or any part for extension thereof for the Applicants own traffic in connection with the Applicants works

e) In the event of the Applicant contravening the provisions of Clause 15 hereof.

(f) In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.

(g) In event of the siding becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Rly. Admn. is not responsible.

(h) In the event of any branch line siding or part or extension thereof connecting the siding or any part or extension thereof with the S.E. Railway system becoming dangerous or defective for any reason whatsoever and whether such branch line, siding, part or extension shall belong to the Applicant or to any third person.

i) In the event of any branch line, siding or any part or extension thereof connecting the siding or any part or extension thereof with the S.E. Railway system being closed by the Railway Admn. under any powers which the Rly. Admn. may possess whether by status or by Agreement with third persons are closed by order of the Govt. of India or any State Govt.

j) In the event of Applicant failing to comply with its obligation under clause 14 thereof.

The Applicant shall have no claim whatsoever against the Rly. Admn. in respect of any refusal by the Rly. Admn. to allow their rolling stock to go on or be used upon the siding or any connected siding or branch line in any of the aforesaid events.

Provided always that on the happening of any of the events mentioned in Sub-clause (a), (b), (c), (d), (i), the Rly. Admn. shall not exercise the power conferred upon it by this clause unless 14 (fourteen) days previous notice has been given in writing requiring the Applicant to comply with the demand or requisition, as the case may be, of the Rly. Admn. and the Applicant has failed to comply with the same within the time specified in such notice.

No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

26. Termination of Agreement on Death, Insolvency etc.

This agreement may be terminated by the Rly. Admn. without prior notice at any time after the happening of any of the following events :—

- a) In the event of the death of the Applicant if an individual.
- b) In the event of a partition of the Jt. Family Properties if the Applicant is a Jt. Family governed by the Mitakshara School of Hindu Law.
- c) In the event of dis-solution of partners either by act of parties or by order of Court if the Applicant is a firm or other association or body of individuals.
- d) In the event of the Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.
- e) In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.
- f) In the event of the Applicant contravening the provision of clause 20 hereof.

27. Consequences of termination under Clauses :—23, 24, 25, 26 & 28.—On termination of this agreement under provisions of clauses 23, 24, 25, 26 & 28 thereof the Rly. Admn. shall be entitled to disconnect from their Rly. portion of the said siding within the Rly. land (coloured red on the said plan) at the cost of the Applicant and take up and remove the same and the appliance, connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from any disposal after first deducting all claims owing to them by the Applicant under the terms of this Agreement or for freight or carriage provided always that the Rly. Admn. shall at all times have a lien on the portion

of said siding within the Rly. land (coloured red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the Rly. Admn. in respect of termination of this agreement whether under any of the provisions of this presents or in any manner not provided for by these presents.

28. Agreement to Bind Applicant Until Terminated by the Railway Admn. :— Until terminated by the Rly. Admn. or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Rly. Admn. has agreed to enter into a Private Siding Agreement has executed and registered such agreement in the same form as these present or in such other form as the Rly. Admn. may require provided in Cl. 22 hereof, this agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's works and on the land, mines, minerals or other substances referred to in Cl. 15 hereof.

(i) Provided that the applicant may, by giving 6 (six) months' notice to the Rly. Admn. discontinue the use of the siding. In such event, the applicant shall not be liable for the payment of maintenance and other charges under the agreement or the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall be binding on him.

ii) Provided further that the Rly. Admn. has the right without assigning any reason to terminate this Agreement 6 (six) months' notice.

29. Applicant to give vacant possession of land within a month of termination. :— On termination of this Agreement the Applicant shall remove their materials from the land of the Rly. Admn. and give vacant possession of the same to the Rly. Admn. within one month.

Provided, that if the Applicant fail to remove their materials from the land of the Rly. Admn. within the time specified by the Rly. Admn. the same shall be removed by the Rly. Admn. and the cost of such removal be realised from the Applicant either from their deposits or by sale of the Applicant's own property within such land of Rly. Admn. or by any other means.

30. Right to Charge Interest on Money due hereunder to the Rly. Admn. :— Notwithstanding anything contained in the foregoing clauses of this Agreement the Rly. Admn. shall have the right to charge and recover from the Applicant interest at such rates as may be fixed by the Rly. Admn. from time to time on any or all sums payable by the Applicant under the terms thereof if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the Rly. Admn.

31. Right of Deduction of money due to the Rly. Admn. :— The Railway Admn. shall have the right to deduct from any amount which may become payable by the Rly. Administration to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the Rly. Administration under these presents or for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the siding.

32. Service of Notices on Applicant :— The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent, and every, notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purpose whatsoever be deemed to have been validly and effectively delivered to the Applicant,

33. Exercise of Powers. :— Subject as otherwise provided in the 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 Chief Operating Supdt. or Chief Engineer or Chief Commercial Supdt. of the Indian Railway Administration.

34. Alteration/Variation of the Agreement :— Except as hereby provided any verbal or written arrangement abandoning, varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the Rly.

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P. C. SWASTAVA
 G.M., B&C S.D.M.
 RMD.

5. Arbitration.

A) Arbitration for the disputes between the Government department and the Private Party.

- (i) In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties here-under or as to the true intent and meaning these presents or any article or condition thereof arising such disputes or difference of opinion (except the matters regarding which the decision has been specifically provided for in this Agreement) should be referred to the sole arbitration of an Arbitrator to be appointed by the General Manager of the Railway for the time being, and his decision shall be final, conclusive and binding on the parties. For the purpose of this agreement, the General Manager will mean the Head of the respective zonal Railway.
- (ii) There will be no objection if the Arbitrator is a Government servant, that he had to deal with matters to which the Agreement relates or that in the course of his duties as a Government servant he has expressed views on all/or any of the matters in dispute or difference.
- (iii) If the Arbitrator appointed by the General Manager resigns from his appointment as an Arbitrator or vacates his office or is unable or unwilling to act so far any reason what-so-ever or neglects his duties or dies, the General Manager will have the power to appoint a new Arbitrator to act in his place. Such Arbitrator shall be entitled to proceed with the reference from the stage at which it was left by the previous Arbitrator.
- (iv) The Arbitrator may from time to time, with consent of the parties to those presents enlarge time for making and publishing the award.
- (v) Provided always that the decision of the General Manager of the Railway as to the disputes which fall within the "Excepted Matters" referred to above shall be final and binding on the parties hereto and such decision of the General Manager shall not be called in question before the Arbitrator by either of the parties.
- (vi) It is further a term of this Agreement that both the parties of this Agreement are at liberty to prefer their respective claims before the Arbitrator.
- (vii) Work under the Agreement shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the parties shall be withheld on account of such proceedings.
- (viii) The Award of the Arbitrator shall be final and binding on the parties to this Agreement provided, however, any party aggrieved by such award may make a further reference for setting aside the award or revision or clarification of the award, to the competent Court of Law.
- (ix) It is also a term of this Agreement that no person other than the person appointed by the Authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- (x) In this clause the authority to appoint Arbitrator includes if there be no such authority the officer who is for the time being discharging the functions of that authority whether in addition to other function or other-wise.
- (xi) The arbitrator shall give his award on all items separately giving reasons therefor.
- (xii) Subject as aforesaid, the Arbitration Act, 1940 and the rules there-under and any Statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(B) Arbitration for the disputes between one Government department and another or between the Government department and Public Sector Under-taking.

- (i) In the event of any dispute or difference between the parties here-under, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices or empowered

[Signature]
R. G. SRIVASTAVA
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agencies of the Government. If such mutual agreement is not possible, then the unresolved dispute or difference shall be referred to arbitration of an Arbitrator to be nominated by the Secretary, Department of Legal Affairs (Law Secretary) in terms of the office Memorandum No. 55/3/1/75-CF dated 19. 12. 75 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time.

- (ii) The Arbitration Act X of 1940 shall not be applicable in the arbitration under this clause.
- (iii) The Award of the Arbitrator shall be binding upon the parties to the disputes. Provided, however, any party aggrieved by such award may make a further reference for setting aside the award or revision of the award to the Law Secretary whose decision shall bind the parties finally and conclusively.

36. Cost of Execution of Agreement :—

All expenses in drawing up the Agreement and the cost of the stamping & registration shall be borne by the Applicant.

"Money receipt obtained from the Registration Office should be handed over to the Rlys. for collection of registered agreement which shall remain in the custody of Rlys. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant."

37. Agreement in Force from :—

The Agreement shall be deemed to have come into force on and from The date of
opening of the Registry.

38. Head Notes :—

The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

[Signature]
R. C. SRINIVASA
G.M. R.I.M.
T.M.S.

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