

CENTRAL RAILWAY
PRIVATE SIDING AGREEMENT
(Original Form)
FOR INDUSTRIES OTHER THAN COLLIERIES

EXECUTED ON


REGISTERED ON

BETWEEN

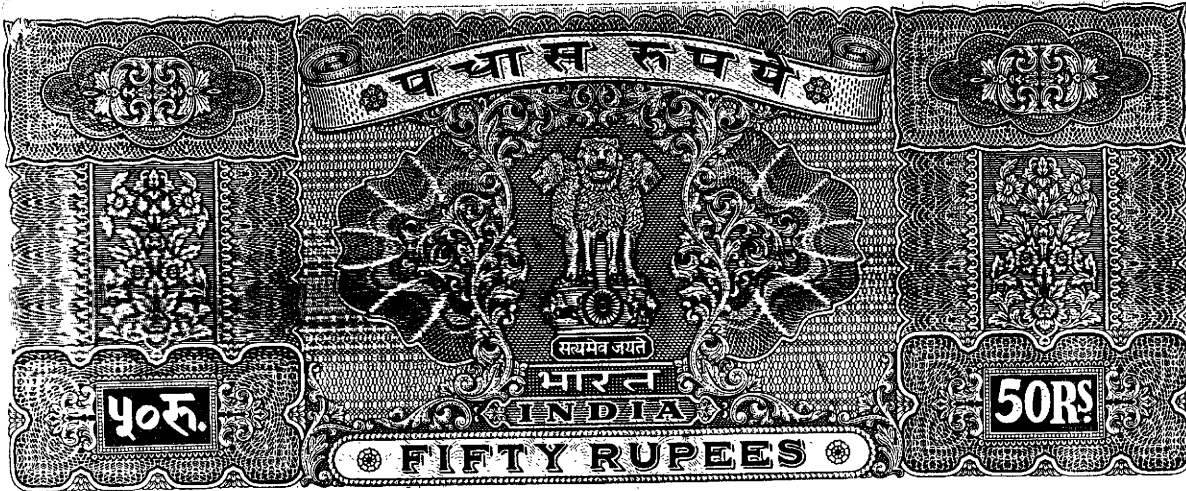
THE PRESIDENT OF INDIA AND
.....
.....

(NAME OF THE SIDING)

AT KILOMETRE TAKING OFF FROM
RAILWAY STATION ON THE DIVISION


L. G. TEWARI
General Manager (Flux)
SAIL/RMD/KITANUR (I) MINES

50 Rs.



(b) 'Person' includes a firm or other association or body of individuals and a Company or other Corporate body ;


(c) 'The Railway Administration' means the President of India, acting through the General Manager for the time being Central Railway and any Officer of the Central 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 constitution 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 Central Railway system by the siding hereinbefore mentioned.

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

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


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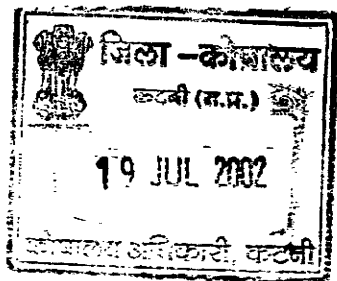
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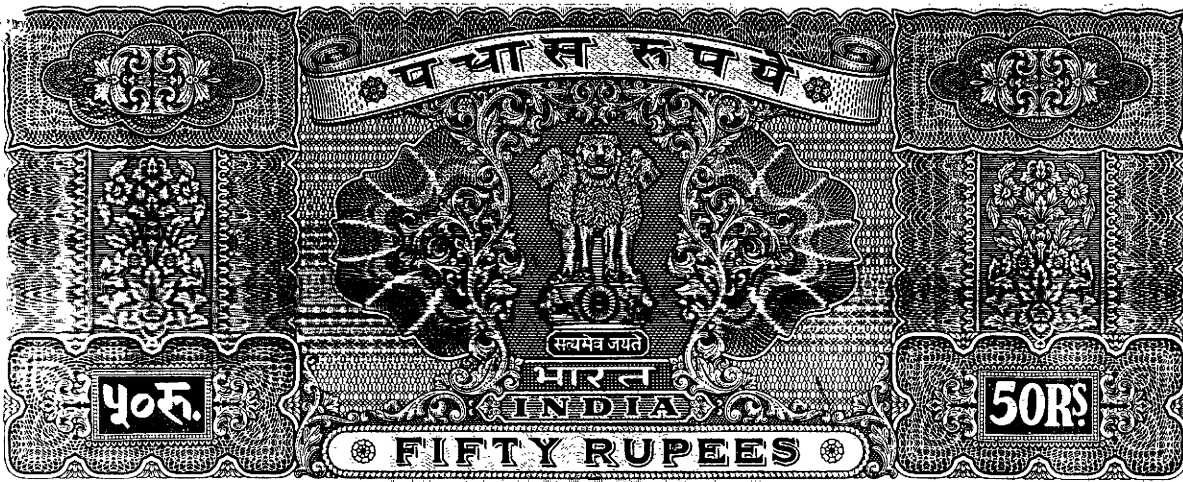
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NOTE

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 person are joint Applicants), "and A.B. (insert address & occupation) and C.D. (insert full name) of (insert address and occupation)".
- C. (Where a single person trading under a different name is the Applicant). and A.B. (Insert full name) of (insert address and occupation) carrying on business under the name of style of (insert name) at (if the business is carried on at a different address from the address already inserted then insert such additional address)".
- D. (Where a partnership firm is the Applicant and the names of the partner known), "and A.B. (full name) and C.D. (full name) carrying on business partnership as (insert nature of business) under the style or firm or (insert name or style of the firm and address)".
- E. (Where a partnership firm is the Applicant and the names of the partners are not known), " and A & Co. (insert name or 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 address and its principal office in India at (insert address)".

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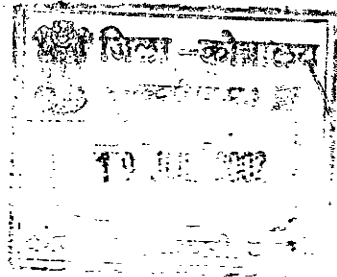
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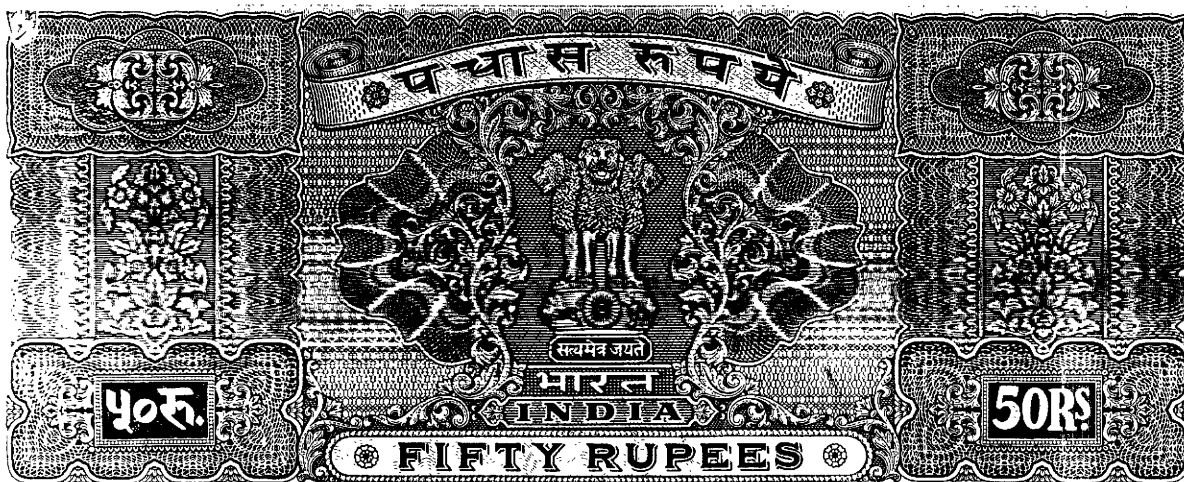
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G (Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A.B. (insert full name) for self and as Karta or managing member of the joint family governed by the Mitakshara School of Hindu Law carrying on business under the name or style of (insert name under which the joint family business is carried on) at (insert address) and C.D.F.G.H. etc. (insert full name) being the other adult members of the said joint family".

H. "Siding" includes the Railway track connecting the Applicant's works with the Central 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 tele-Communication 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 cuttings and the carrying out of other earthwork 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 Materials" includes girders rails, sleepers, fastenings, points, crossings, fencing signaling, interlocking and telecommunication 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.

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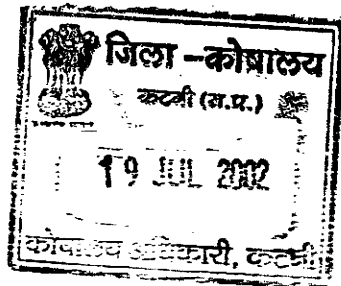
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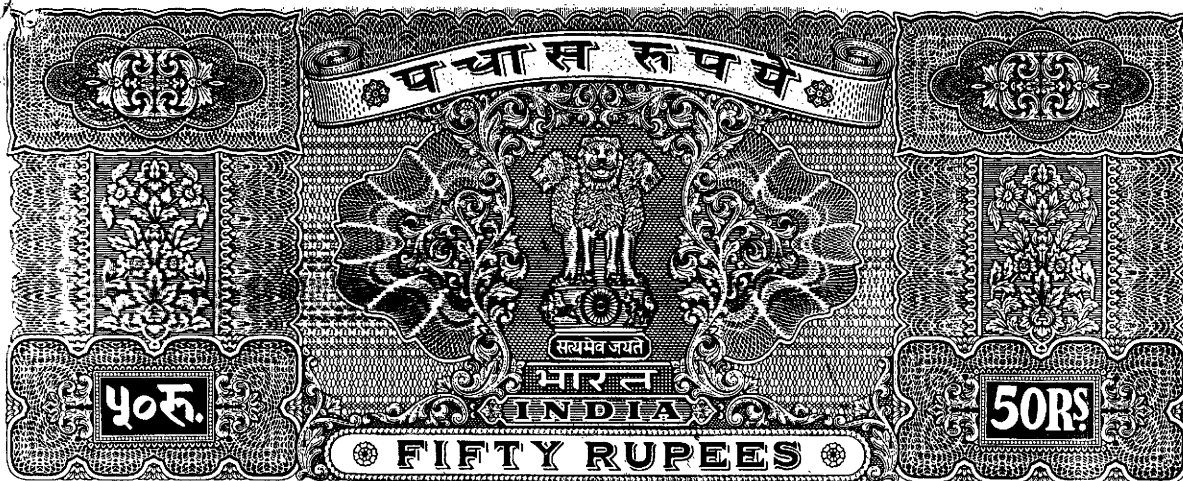
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50 Rs.



RAILWAY PRIVATE SIDING AGREEMENT

MEMORANDUM OF AGREEMENT made this
 day of 19 BETWEEN THE
 PRESIDENT OF INDIA acting through the Central Railway Administration (hereinafter
 called "the Railway Administration") of the ONE PART and S. A. I. L. / R. M. V.
 (Hereinafter called the applicant) of the OTHER PART.

WHEREAS THE applicant is desirous of having a private siding laid by the
 Railway Administration at Khanna Bayan from the Khanna Bayan
 RAILWAY station yard of the Central Railway taking off from Kilometre No.
 between Salhana station and Khanna Bayan station of the
 Central Railway as shown in red and green on the plan bearing CE's No. 4431
 hereto annexed for the purpose of carrying on the Applicant's business in
 the applicant's premises situated at Khanna Bayan District Karnal

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 :

Interpretation. 01. 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 ;

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 General Manager (Flux)
 SAIL/RMD/KUTESHWAR L/3 MINES

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"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's 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.

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 rule of the Engineering Department" (as revised from time to time)

Agreement to
(construct siding)

2. 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 KRE SGR branch as shown in red and green on the plan annexed hereto bearing CE's No. 4431 connecting the Applicant's work known as situated at or near in the district of with the system at or near Khanke Banjar Chh Railway.

Preliminary
survey expenses.

3. The Applicant shall bear and pay to the Railway Administration in advance the sum of Rs. ~~XXXXXX~~ for the first track kilometer or part of a track kilometre of the siding required and the sum of Rs. ~~XXXXXX~~ for every half track kilometre or fraction thereof in excess of one track kilometre as cost of survey and preparation by the Railway Administration of the plans and 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 sum as may be fixed by the Rly. Admn. the amount of Rs. ~~XXXXXX~~ and Rs. ~~XXXXXX~~ respectively as stated above are subject to increase from time to time at the sole discretion of the Railway Admn. 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 additional copies of such plans estimates are required to be supplied, the Applicants shall have to pay such additional 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 additional survey work is proposed to be constructed off the main siding but forming part of the same, the additional length of such divergent line will be reckoned in calculating the survey charges.

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/S MINES

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.

Acquisition of land

4. 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 Railway 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.

Cost of sub-grade work

5. 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 Admin. on his request. When the works or part of them are carried out by the Applicant the work should conform to the Railway Administration's drawings and specifications and shall be executed under the supervision of Engineering Staff of the Railway 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.

Cost of the siding to be borne by the Applicant against the total estimated cost

6. (a) The Applicant will pay in advance to the Railway Administration total estimated cost of the work consisting of the estimated cost of the work done by the party and those by the Railway Administration and general charges and departmental charges thereon. After completion of the work and certification in writing by the Railway 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, shall be payable by the Railway Administration on any such amount refundable to the Applicant. If the amount actually expended by the Railway Administration for the construction of the siding exceeds the amount paid in advance by the party the Applicant shall pay to the Railway Administration 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 Railway Administration as 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 Admin. incurs any additional liability arising out of litigation or arbitration award or any other dispute etc. after sanction of the

L. C. TEWARI
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SAIL/RMD/KUTESHWAR L/S MINES

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 Railway Administration will have to discharge the debit liability and they will be bond to pay the same within one month, from the date of the written demand in this behalf.

7. (a) The Applicant will provided and deliver at site the Permanent Way and other materials in accordance with the Railway Administration's Standards and specifications as per the Railway Administration's estimate.

On completion to the satisfaction of the Railway Administration of the sub-grade work the permanent way materials shall be laid by the Railway Administration. All charges incurred in laying and fitting 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 Administration from time to time on such cost borne by the Applicant. The Railway Administration 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 Administration.

Cost of
Electrification of
Siding

(b) Should the Railway Administration at any time or times hereafter require to electrify the siding, entire cost of (OHE) Over Head Equipment will have to be borne by the siding owner as 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 arc/Section from which the siding takes off is 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.

(i) In case of existing sidings.

With regard to sections which are being electrified, in case OHE for the Private Siding 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 siding will have to be by Applicants own locomotive.

(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.

L. G. FEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/S MINES

Maintenance
and other
charges for the
portion of the
siding within
Railway land

8. (a) (i) The Applicant shall also pay to the Railway Administration towards the ordinary maintenance of the said siding within Railway boundary coloured red viz. the permanent way materials, sub-grade work etc. at such rates as may be fixed by the Railway Administration from time to time such charges as may 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, shall be deemed to be special repairs and the Applicant agrees to pay on demand the full expenditure incurred by or through the Railway Administration on this account. The Applicant shall also pay to the Railway Administration such amounts 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 or (ii) actual expenditure.

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

Maintenance
and other
charges for the
portion of the
siding outside
Railway land

(b) (i) The Applicant will at their own cost and expenses in all things and to the satisfaction of the Railway Administration and if required by the Railway 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 Railway Administration 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 Railway Administration in advance maintenance charges at such rates as may be fixed by the Railway Administration from time to time per kilometre basis fraction less than half a kilometre being treated as equivalent to half a kilometre.

Provided also that when the Railway Administration 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 Railway Administration the cost which the Railway Administration 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 Railway Administration as the case may be on the completion of

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR I/S MINES

the particular work being certified in writing by Railway Engineering Deptt. No. interest will be paid by the Railway Administration 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 Railway Administration being sole judge for this purpose) will be done by the Railway Administration at the cost of the Applicant and the Applicant agrees to pay on demand any expenditure incurred by or through the Railway Administration on this account. The Applicant shall also pay to the Railway Administration Departmental and other charges as may be fixed by the Railway Administration from time to time.

*Levy of
Inspection
Charges*

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

(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 Railways will have the right to stop the working on the siding or impose a charge at a penal rate to be decided by the Railway Administration to have the track and cess cleared for the working of the siding.

*Provision of
weigh bridge
facilities level
crossing etc.*

9. (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 ledges, water columns and watering arrangements within the siding limits as the Railway Administration may require the Applicant to provide from time to time.

All aforesaid works & maintenance shall be done according to Railway rule and regulations as in force from time to time. Such emergent maintenance as may be required for the safety purposes may be done by the Railway Administration and the applicant agrees to pay on demand any expenditure incurred by or through the Railway Administration on this account including Departmental and other charges as may be fixed by the Railway Administration from time to time.

*Provision of
staff quarters*

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

*Staff posted at
weigh bridge
level crossing
and cost thereof*

(c) The staff referred to in sub-clause (b) above will be Railway servants, to be appointed by the Railway Admn. but the Applicant shall pay to the Railway Administration the amount of salary and allowances paid by the Railway Administration to all such staff so employed as well as all contributions or payments which the Railway Administration 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

L. C. TEWARI

General Manager (Flux)

SAI/RMD/KUTESHWAR L/3 MINES

contributions, payments or fringe benefits for the benefit of such 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.

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 Railway weigh bridge Inspector or such other staff as may be deputed by the Railway Administration 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.

*Maintenance
cost to be borne
by the applicant*

(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 Railway Administration without prior notice to the Applicant and the Applicant will have to pay on demand any expenditure incurred by or through the Railway Administration on this account including departmental and other charges as may be fixed by the Railway Administration from time to time.

Rent of Land

10. The Applicant shall pay to the Railway Administration in advance on the first day of April every year such sum of money as may be fixed by the Railway Administration from time to time as yearly rent for the use and occupation of land belonging to the Railway Administration 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 19.....

*Additional works
Including
renewals
replacements
and re-
strengthening*

11. In the event of it being necessary after the opening of the siding any alterations or additions or renewals or replacements items as fencing, signaling, inter-locking and Telecommunication 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 condition governing the construction of the siding. Any additional expenses incurred in working of the safety appliances, 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 Railway Administration 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 watchmen or any other staff employed by the Railway Administration for the purpose of the clause (II) in accordance with any rules of the Railway Administration 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

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SAIL/RMD/KUTESHWAR L/A MINES

Railway Administration 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 Railway Administration.

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

Deposit towards the cost of removal of siding and all other charges.

12. The Applicant shall deposit in advance at the time of construction of the siding a sum considered sufficient by the Railway Administration 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 of 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 & ACAO may also be permitted. Interest accrued on this account may be paid to the Applicant.

Cost of dismantlement of siding

(a) 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.

Charges Payable to Local body State Govt. or Central Govt.

(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.

Termination of Agreement payable

(c) IN the event of the Applicant failing to pay within due time the sum by him to the Railway Administration under the provision of Clause 8(a) and of sub-clause (b) of this clause, the Railway Administration shall be entitled to terminate this agreement by giving one month's notice in writing to the Applicant.

Railway's Right for Termination Agreement.

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

Cost of Railway Staff Employed at the siding etc.

13. (a) The Applicant shall pay to the Railway Administration 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 Railway Administration and such establishment cost shall include the pay and 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 contributions, payments or fringe benefits for the benefit of

Cost of Staff towards proper working.

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SAIL/RMD/KUTESHWAR L/3. MINES

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.

*Accommodation
for Railway staff*

(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.

*Cost of train
examiners
wagons repair
etc.*

(c) Where the railways are necessarily to incur extra expenditure in train examination and wagon repairs over and above what would normally be done and which they would not have normally incurred otherwise in such cases entire cost of railway staff posted for Train examination and all other expense incurred in examination, certification, repairs etc. should be paid by siding-holders.

Traffic on siding

14. 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. (same number as in Clause 2) herein before referred to or such other points as may hereafter be fixed upon by mutual consent of the Applicant and Railway Administration in writing at which point they shall be made over to the Applicant and returned to the Railway Administration in such manner as shall be determined in each case by the Railway Administration. The Applicant undertakes to shunt the wagons from such point to his premises and back with his own labour and Central Railway Administration will not be responsible for any delay, loss and damages cause in consequence of the failure of the Applicant to arrange for such shunting.

*Shunting of
wagons by the
firm*

*Shunting of
wagons by Rly.
and levy of
charges therefor.*

(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 additional charges as may be determined from time to time by the Railway Administration but this facility may be withdrawn at any time at the sole discretion of the Railway.

*Booking of the
traffic in other
than nominated
commodities.*

(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 Central 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.

*Siding not to be
used by other
persons.*

15. 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 Railway Administration 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 of 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 differences with regard to any matters mentioned in this clause the decision

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/3 MINES

of the Chief Operating Superintendent/Chief Commercial superintendent of Central Railway shall be final and binding on the Applicant.

Freight etc. on traffic

16.(a) The Applicant shall pay freight and also all other charges (including siding, placement & withdrawal charges where leviable) on traffic to and from the siding, from the date of opening of the siding in accordance with the Railway Administration's Tariffs, Circulars and Advices in force at or given effect to from the time the traffic is carried or such rates as may be fixed by the Railway Administration from time to time. Such traffic will be subject to all the rules, conditions and charges as contained in such Tariffs, Circulars and Advices.

Free time allowed/ demurrage on wagons

(b) The free time allowed to the Applicant for loading and unloading of wagons and the demurrage charges leviable for detention in excess of such free time will be governed by the rates and the rules published from time to time in the tariffs, circulars and advices of the Railway Administration and in force at the time the traffic is carried.

Detention charges.

(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 accept wagons in the siding and such wagons are detained in the serving station yard, the Railway reserves the right to levy demurrage, detention and 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.

Railway Exonerated for Damage/loss to party's traffic wagon

(d) The Railway Administration will not be responsible for loss, damaged 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 such wagons are in transit or remain on any part of extension of the siding at or beyond the point of interchange.

Delivery of wagons in absence of staff at siding.

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

Rly. Authorised to inspect working at the siding.

(f) The Applicant shall at all time permit any person appointed by the Railway Administration to inspect the loading and unloading of wagons in 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.

17. 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 Railway



L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHVAR L/S MINES

Working of siding

Administration 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, regulations and orders. It shall be the duty of the Applicant to obtain from Railway Administration authentic copies of all such rules, regulations and orders aforesaid and to see that his employees and agents working in connection with the siding are made and kept acquainted with the same.

Applicant responsible for Damage or Injury to person or property

18. The Applicant shall be entirely responsible for all property of the Railway Administration 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 (Railway wagons) or other property of the Railway Administration from any cause whatsoever except sole negligence on the part of the staff of the Railway Administration or act of God or war or other acts or 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 Administration against any loss due to damage, injury or death caused to any Railway servant while working in connection with the private siding.

*Railway Administration's rights regarding use of the sidings.
Sue of the siding free of cost/ remuneration :-
Right to allow extension/ branching off :-*

19. In addition to any other rights, powers and liberties herein provided for the Railway Administration shall have the following rights & powers and liberties to over and in connection with the siding or any extension or part thereof namely :-

(a) To use the siding or any extension or part thereof for any purpose of the Railway Administration free of charge or any remuneration to the Applicant in respect of such use.

(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 Railway Administration for any other person or persons whomsoever, or for the purpose of the Railway Administration and to make or allow such alterations as may be necessary to effect such connection.

Permission to use of the siding by others :-

(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 paid by the Applicant to the Railway Administration, in respect of the land and sub-grade work or such tollage for such use as aforesaid as shall be decided by the General Manager for the time being of the Railway Administration or such other officer as may be nominated by him whose decision shall be final, conclusive and binding on

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTEGHWAR L/S MINES

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 Railway Administration 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 agreement with the person or persons who has/have been permitted the use of siding or part thereof by the Railway Administration on the payment by the latter of tollage.

The use of the siding or any extension or part thereof by the Railway Administration 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.

Refusal to supply wagons/rolling stock :-

(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 Railway Administration may decide shall be payable by the Applicant or in the event of non-compliance by the Applicant with any directions or requirement of the Railway Administration with 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 Railway Administration in the proper working thereof.


Conversion of the siding :-

20. The Railway Administration may whenever they shall think proper convert the entire portion of the said siding (coloured Red and Green on the said plan) or part thereof into Railway or Assisted Siding by giving to the Applicant six month's notice of their intention so to do on payment of such costs to the Applicant as would be considered reasonable by the Railway Administration at the time of conversion. the decision of the General Manager of the Railway Administration 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 forms such agreements as may be considered necessary by the Railway Administration, in the altered circumstances, failing which the Railway Administration 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.

Applicant not to transfer right :-

21. 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 by these presents 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 Railway Administration to use the siding on the


L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHVAR L/S MINES

Applicant's request or otherwise the Applicant shall remain responsible to the Railway Administration 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 Company shall desire the use and benefit of the siding then subject to the undermentioned conditions being complied with, the Railway Administration may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after commencement of the liquidation as the case may be, and after production by the transferee of the Registered Deed of Transfer 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 above mentioned are the following.

- (i) That the liquidator shall be approved by the Railway Administration 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 Railway Administration may then require.
- (iii) That the Applicant, Railway Administration and transferee shall duly execute an Agreement of assignment as may be prescribed by the Railway Administration.

Power to terminate agreement traffic insufficient :

22. (a) Notwithstanding anything contained in this Agreement the Railway Administration shall be entitled, in the event of the Railway Administration being of the opinion that the Applicant's traffic over the siding is insufficient to justify the retention of the siding by the Applicant of which event the Chief Operating Superintendent/Chief Commercial Superintendent of the Railway Administration will be the sole judge, to terminate this Agreement by giving to the Applicant not less than 6 (six) month's previous notice in writing of the Railway Administration 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 provision of this clause shall be without prejudice to any rights or remedies to which the Railway Administration will be entitled to in respect of any acts, matter or things arising before such termination.

Power to close the portion of the siding within Railway land or work it for public traffic :-

23. In the event of the Railway Administration deciding in 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 Railway system (the decision of the Railway being final in this case and the service of the notice as herein after stated shall be conclusive evidence of the same) the Railway Administration 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.

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/S MINES

Provided however, that in such event the Railway Administration shall at their option either construct for the use of the Applicant at the cost of the Railway Administration 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 Railway Administration to be practicable (the decision of the Railway being final in this case) the Railway Administration 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.

*Power to stop
Traffic and to
terminate
Agreement in
certain events :*

24. The Railway Administration 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 Railway Administration.

(b) In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other charges payable to the Railway Administration 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.


(c) In the event of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which in the opinion of the Railway Administration, may endanger the working and safety of the siding within such time as may be fixed by the Railway Administration 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 Applicant's own traffic in connection with the Applicant's 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 the event of the siding becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.


L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/S. MINES

(h) In the event of any branch line, siding or part of extension thereof connecting the siding or any part or extension thereof with the Central 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 Central Railway system being closed by the Railway Administration under any powers which the Railway Administration may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.

The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration 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-Clauses (a),(b),(c), (d) and (f) the Railway Administration 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 Railway Administration, 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.

*Termination of
Agreement on
death, insolvency
& etc.*

25. This Agreement may be determined by the Railway Administration 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 joint family properties, if the Applicant is a Joint Family governed by the Mitakshara School of Hindu Law;
- (c) In the event of dissolution 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.

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/3 MINES

Consequences of termination under Clauses 22, 23, 24, 25 & 27

26. On termination of this agreement under provisions of Clauses 22, 23, 24, 25 and 27 hereof the Railway Administration shall be entitled to disconnect from the Railway the portion of the said siding within the Railway 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 off the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing these at all costs and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the applicant under the terms of this Agreement or for freight or carriage. Provided always that the Railway Administration shall at all times have a lien on the portion of said siding within the Railway 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 Railway Administration in respect of termination of this Agreement whether under any of the provision of these presents or in any manner not provided for by these presents.

Agreement to bind applicant until terminated by the Railway Administration

27. Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Railway Administration has agreed to enter into a private Siding Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided in Clause 21 hereof, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's Works.

(i) Provided that the Applicant may, by giving 6 (six) month's notice to the Railway Administration 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 for 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 Railway Administration has the right without assigning any reason to terminate this Agreement on 6 (six) month's notice.

Applicant to give vacant possession of land within a month of termination

28. On the termination of this agreement the Applicant shall remove their materials from the land of the Railway Administration and give vacant possession of the same to the Railway Administration within one month.

Provided that if the Applicant fail to remove their materials from the land of the Railway Administration within the time specified by the Railway Administration, the same shall be removed by the Railway Administration 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 Railway Administration or by any other means.

Right to Charge interest on money due here under to the Railway

29. Notwithstanding anything contained in the foregoing clauses of this Agreement the Railway Administration shall have the right to charge and recover from the applicant interest at such rates as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof if such sums are not paid

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR I/S MINES

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 Railway Administration.

Right of deduction of money due to the Railway Administration

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

Clauses 31 to 35 are applicable only to Liquefied Petroleum Gas/Petroleum oil sidings.

31. The applicant shall provide at his own cost a proper boundary wall fencing with Security Guard round the clock to prevent any mischief or trespass by outsiders.

32. Decantation (i) The soil where process of decantation takes place should be periodically changed by the applicant on condition basis. Sand should be sprinkled over soil and replaced at frequent intervals as directed by Engineering representative. During the process of decantation metallic trays underneath the tanks should be put to collect leaky oil.

(ii) Before commencing the decantation, the applicant will ensure that there is no naked light or any other combustible material in the vicinity which can prove hazardous to cause fire.

(iii) The oil siding used for decantation purposes should be provided with concrete apron and sumps and adequate drainage arrangement, at oil companies' cost.

33. Before placement of the tank wagons in the siding, the condition of the tanks whether leaking or not should be jointly examined by the representative of the applicant and Railway (Train Examining Staff). Once the tank wagons are placed in the siding the responsibility of the leakage will be that of the applicant.

34. 'No smoking' Board should be displayed conspicuously in the premises and oil companies' staff should ensure that smoking is totally prohibited.

35. Adequate Fire Fighting equipment with trained staff within the Depot and in the siding should be made available by the applicant at all times to deal with any fire accident. The applicant shall also provide a fire alarm.

Service of Notices on Applicant.

36. 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 purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.

Exercise of powers.

37. Subject as otherwise provided in this Agreement, all notices to be given on behalf of the President of India and all other action to be taken on his behalf may be given or taken on his behalf by Chief Operating Superintendent or Chief Engineer or Chief Commercial Superintendent of the Central Railway Administration.

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR L/S MINES

Alteration
variation of the
agreement.

38. Except as hereby provided any verbal or written agreement abandoning, varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the Railway Administration unless and until the same is endorsed on this Agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway Administration shall have the right to repudiate such arrangement.

Arbitration.

For private
sector under
takings.

39. (a) In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any articles or conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement) shall be referred to the sole arbitration of an Arbitrator to be appointed by the General Manager, Central 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 Central Railway Administration.

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 for any reason whatsoever 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.

The Arbitrator may from time to time, with the consent of parties to these presents enlarge time for making and publishing the award.

For Public
Sector under
takings.

(b) In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs (Law Secretary) in term of the Office Memorandum No. 55/3 -1/75/CF, dt. the 19th Dec. 1975 issued by the Cabinet Secretariat (Deptt. of Cabinet Affairs) as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the Arbitration under this clause. The award of the Arbitrator, shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

Cost of execution
of agreement

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

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

L. C. TEWARI

General Manager (Rux)

SAIL/RMD/KUTESHWAR L/S MINES

Agreement in
force from head
Notes

41. This Agreement shall be deemed to have come into force on and from
42. The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENTS HAVE HERE
UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE
DAY AND YEAR FIRST ABOVE WRITTEN.

Signed and delivered for and on behalf of
the Adl. D.R.M. Central Railway in the
presence of Shri

Signature

Name

Signed, sealed and delivered

Addl. Divisional Railway Manager,

Divl. Commercial Manager Jabalpur

मध्य रेल जयपुर-C. Rly. Jabalpur

in the presence of

Signature

(1)

Name

(2)

Designation

For

L. C. T...

General Manager (rtd)

SAIL/RMD/KUTESHWAR L/S. M...

P. KUMAR

Sr. Manager (MM)

SAIL/RMD/KH: L/S wires

Dated

Dated the 19

BETWEEN THE
PRESIDENT OF INDIA AND

PRIVATE SIDING AGREEMENT

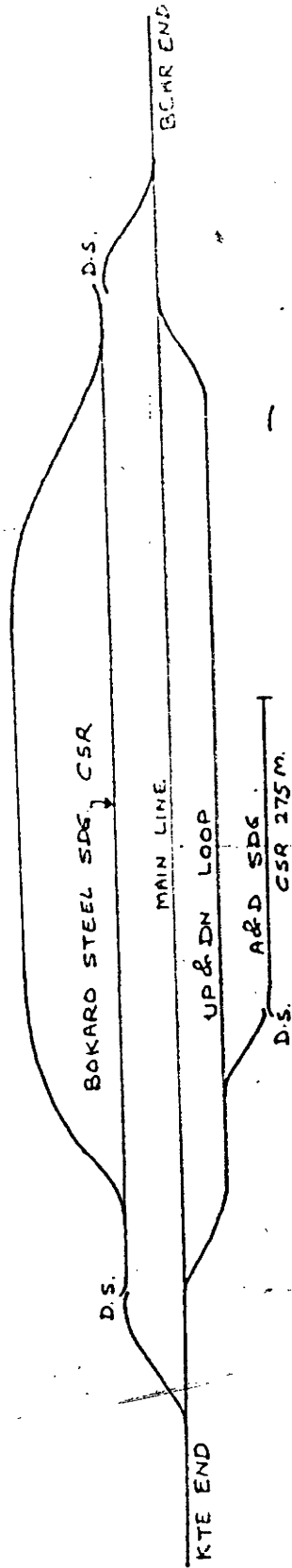
RE :

Siding

at Kilometre

off

KHANNA - BANJAR



SDG. FOR BOKARO STEEL

L. C. TEWARI

General Manager (Flux)

SAIL/RMD/KUTESHWAR I/S MINES

DIVISIONAL ENGINEER

C. RLY. JABALPUR

DRM(W) JES SKT-10 4451