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APPENDIX I

List of Plan Heads

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APPENDIX II

(**See Para 924**)

EXTRACTS FROM THE LAND ACQUISITION ACT, ACT 1 OF 1894 (AS MODIFIED FROM TIME TO TIME)

PART I

Preliminary

Section I—1 . This act may be called the Land Acquisition Act, 1894.

2. It extends to the whole of India except the territories which immediately before the I st November 1956 were comprised in Part 'B' States.
3. In this Act, unless there is something repugnant in the subject or context--

(a) the expression "land" includes benefits to arise out of land, and things attached to the earth or permanently fastened to anything attached to the earths;

(b) the expression "person interested" includes all persons claiming an interest in compensation to be made on account of the acquisition of land under this Act; and a person shall be deemed to be interested in land if he is interested in an easement affecting the land;

(c) the expression "Collector" means the Collector of a district and includes a Deputy Commissioner and any officer especially appointed by the appropriate Government to perform the functions of a Collector under this Act;

(d) the expression "Court" means a principal Civil Court of original jurisdiction, unless the appropriate Government has appointed (as it is hereby empowered to do) a special judicial officer within any specified local limits to perform the functions of the Court under this Act;

(e) the expression "Company" means a Company registered under the Indian Companies Act, 1882, or under the (English) Companies Act, 1862 to 1890, or incorporated by an Act of Parliament (of the United Kingdom) or by an Indian Law, or by Royal Charter or letters Patent(and includes a society registered under the Societies Registration Act, 1860, and a registered Society within the meaning of the co-operative Societies Act, 1912) (or any other law relating to co-operative societies for the time being in force in any State);

(f) the expression "appropriate Government" means, in relation to acquisition of land for the purposes of the Union, the Central Government, and in relation to acquisition of land for any other purposes, the State Government;

(g) the expression "public purpose" includes the provision of village-sites in districts in which the appropriate Government shall have declared by notification in the Official Gazette that it is customary for the Government to make such provisions.

PART II

ACQUISITION

PRELIMINARY INVESTIGATIONS

4. (1) Whenever it appears to the appropriate Government that land in any locality (is needed or) is likely to be needed for any public purpose, a notification to that effect shall be published in the official Gazette, and the Collector shall cause public notice of the substance of such notification to be given at convenient places in the said locality.

(2) Thereupon it shall be lawful for any officer, either generally or specially authorized by such Government in this behalf and for his servants and workmen. --

to enter upon and survey and take levels of any land in such locality;

to dig or bore into the subsoil;

to do all other acts necessary to ascertain whether the land is adopted for such purpose;

to set out the boundaries of the land proposed to be taken and the intended line of the work (if any) proposed to be made thereof;

to mark such levels, boundaries and line by placing marks and cutting trenches; and

where otherwise the survey cannot be completed and the levels taken and the boundaries and line marked. to cut down and clear away any part of any standing crop, fence or jungle.

Provided that no person shall enter into any building or upon any enclosed court or garden attached to a dwelling house (unless with the consent of the occupier thereof) without previously giving such occupier at least seven days notice in writing of his intention to do so.

5. The officer so authorized shall at the time of such entry pay or tender payment for all necessary damage to be done as aforesaid, and in case of dispute as to the sufficiency of the amount so paid or tendered he shall at once refer the dispute to the decision of the Collector or other chief revenue-officer of the district, and such decision shall be final.

OBJECT

5.A. (1) Any person interested in any land which has been notified under Section 4. sub-section (i) as being needed or likely to be needed for a public-purpose or for a Company may within thirty days after the issue of the notification, object to the acquisition of the land or of any land in the locality, as the case may be.

(2) Every objection under sub-section(l) shall be made to the Collector in writing, and the Collector shall give the objector an opportunity of being heard either in person or by pleader and shall, after hearing all such objections and after making such further inquiry if any, as he thinks necessary, either make a report in respect of the land which has been notified under Section 4, sub-section (i), or make different reports in respect of different parcels of such land to the appropriate Government, containing his recommendation on the objections, together with the record of the proceedings held by him, for the decision of the Government. The decision of the appropriate Government on the objections shall be final.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land were acquired under this Act.

Declaration of intended reacquisition

6. (1) Subject to the provisions of Part VII of this Act (when the appropriate Government is satisfied, after considering the report, if any, made under section 5A sub-section (2), that any particular land is needed for a public purpose, or for a Company, a declaration shall be made to that effect under the signature of a Secretary to such Government or of some officer duly authorized to certify its orders and different declarations may be made from time to time in respect of different parcels of any land covered by the same notification under section 4, sub-section (1), irrespective of whether one report or different reports has or have been made (wherever required) under section 5/A, sub-section (2).

Provided that no declaration in respect of any particular land covered by a notification under section 4, sub-section (1), published after the commencement of the Land Acquisition (Amendment and Validation) Ordinance, 1967, shall be made after the expiry of three years from the date of such publication;

Provided further that no such declaration shall be made unless the compensation to be awarded for such property is to be paid by a company, or wholly or partly out of public revenues or some fund controlled or managed by a local authority.

(2) Every declaration shall be Furnished in the Official Gazette, and shall state the district or other territorial division in which the land is situated, the purpose for which it is needed, its approximate area, and, where a plan shall have been made if the land, the place where such plan may he inspected.

(3) The said declaration shall be conclusive evidence that the land is needed for a public purpose or for a Company as the case may be; and, after making such declaration, the appropriate Government may acquire the land in manner hereinafter appearing.

Section 7. Whenever any land shall have been so declared to be needed for a public purpose or for a Company. the appropriate Government or some officer authorized by the appropriate Government in this behalf, shall direct the Collector to take order for the acquisition of the land.

Section 8. The Collector shall thereupon cause the land (unless it has been already marked out under section 4) to be marked out. He shall also cause it to be measured, and if no plan has been made thereof, a plan to be made of the same.

Section 9(1) The Collector shall then cause public notice to be given at convenient places on or near the land to be taken stating that the Government intends to take possession of the]and, and that claims to compensation for all interests in such land may be made to him.

(2) Such notice shall state the particulars of the land so needed, and shall require all persons interested in the land to appear personally or by agent before the Collector at a time and place therein mentioned (such time not being earlier than fifteen days after the date of publication of the notice), and to state the nature of their respective interests to the land and the amount and particulars of their claims to compensation for such interests, and their objections (if any) to the measurements made under section 8. The Collector may in any case require such statement to be made in writing and signed by the party or his agent.

(3) The Collector shall also serve notice to the same effect on the occupier (if any) of such land and I on all such persons known or believed to be interested, as reside or have agents authorize to receive service on their behalf within the revenue-district in which the land is situated.

(4) In case any person so interested resides elsewhere, and has no such agent, the notice shall be sent to him by post in a letter addressed to him at his last known residence, address or place of business and registered under Part III of the 'Indian Post Office Act 1866.

Enquiry into Measurements, Value and Claims and Award by Collector

Section 11. On the day so fixed, or on any other day to which the enquiry has been adjourned, the Collector shall proceed to enquire into the objections (if any) which any person interested has stated pursuant to a notice given under section 9 to the measurements made under section 8, and into the value of the land at the date of the publication of the notification under section 4 sub-section (i), and into the respective interests of the persons claiming the compensation and shall make an award under his hand of -

(i) the true area of the land;
(ii) the compensation which in his opinion should be allowed for the land; and
(iii) the appointment of the said compensation among all the persons known or believed to be interested in the land, of whom, or of whose claims, he has information whether or not they have respectively appeared before him.

Section 12. (1) Such award shall be filed in the Collector's office and shall, except as hereinafter provided, be final and conclusive evidence, as between the Collector and the persons interested, whether they have respectively appeared before the Collector or not, of the true area and value of the land, and the apportionment of the compensation among the persons interested.

(2) The collector shall give immediate notice of his award to such of the persons interested as are not present personally or by their representatives when the award is made.

Section 15. In determining the amount of compensation, the Collector shall be guided by the provisions contained in sections 23 and 24.

Taking possession

Section 16. When the Collector has made an award under section II, he may take possession of the land which shall thereupon vest absolutely in the Government, free from all encumbrances.

Section 17(1). In cases of urgency, whenever the appropriate Government so directs, the Collector, though no such award has been made, may on the expiration of fifteen days from the publication of the notice mentioned in section 9, subsection (1), take possession of any waste or arable land needed for public purpose or for a Company. Such land shall thereupon vest absolutely in the Government, free from all encumbrances.

(2) Whenever, owing to any sudden change in the channel of any navigable river or other unforeseen emergency it becomes necessary for any Railway administration to acquire the immediate possession of any land for the maintenance of their traffic or for the purpose of making thereon a river side or ghat station, or of providing convenient connection with or access to any such station the Collector may immediately after the publication of the notice mentioned in sub-section (1) and with the previous sanction of the appropriate Government enter upon and take possession of such land, which shall thereupon vest absolutely in the Government free from all encumbrances.

Provided that the Collector shall not take possession of any building or part of building under this sub-section without giving to the occupier thereof at least forty eight hours notice of his intention so to do, or such longer notice as may be reasonably sufficient to enable such occupier to remove his moveable property from such building without unnecessary inconvenience.

(3) In every case under either of the preceding sub sections the Collector shall at the time or taking possession offer to the persons interested compensation for the standing crops and trees (if any) on such land and for any other damage sustained by them caused by such sudden dispossession and not excepted in section 24 and, in case such offer is not accepted the value of such crops and trees and the amount of such other damage shall be allowed for in awarding compensation for the land under the provisions herein contained.

(4) In the case of any land to which in the opinion of the appropriate Government, the pro visions of sub-section (1) or sub-section (2) are applicable, the appropriate Government may direct that the provisions of section shall not apply. and if it does so direct, a declaration may be made under section in respect of the land at any time after the publication of the notification under section 4, sub-section (1).

PART III

REFERENCE TO COURT AND PROCEDURE THEREON

Section 18. (1) Any person interested who has not accepted the award may, by written application to the Collector require that the matter be referred by the Collector for the determination of the Court, whether his objection be to the measurement of the land, the amount of the compensation, the persons to whom it is payable, or the apportionment of the compensation among the persons interested.

(2) The application shall state the grounds on which objection to the award is taken; provided that every such application shall be made:--

(a) if the person making it was present or represented before the Collector at the time when he made his award within six weeks from the date-of the Collector's award;
(b) in other cases, within six weeks of the receipt of the notice from the Collector under section 12, sub-section (2), or within six mouths from the date of the Collector's award, whichever period shall first expire.

Section 19. (1) In making the reference the, Collector shall state for the information of the Court, in writing under his hand:--

(a) the situation and extent of the land, with particulars of any trees, buildings, or standing crops thereon
(b) the names of the persons whom he has reason to think interested in such land;
(c) the amount awarded for damages and paid or tendered under section 5 and 17 or, either of them and the amount of compensation awarded under section (11); and
(d) if the objection be to the amount of the compensation the grounds on which the amount of compensation was determined,

(2) To the said statement shall be attached a schedule giving the particulars of the notices served upon, and of the statements in writing made or delivered by, the parties interested respectively.

Section 20. The Court shall thereupon cause a notice specifying the day on which the Court will proceed to determine the objection, and directing their appearance before the Court on that day to be served on the following persons, namely :-

(a) the applicant;
(b)all persons interested in the objection, except such (if any) of them as have consented without protest to receive payment of the compensation awarded and
(c) if the objection is in regard to the area of the land or to the amount of the compensation, the Collector.

Section 21. The scope of the inquiry in every such proceeding shall be restricted to a consideration of the interests of the persons affected by the objection.

Section 22. Every such proceeding shall take place in open Court and all persons entitled to practice in any Civil Court in the State shall be entitled to appear, plead and act (as the case may be) in such proceeding.

Section 23. (1) In determining the amount of compensation to be awarded for land acquired under this Act, the Court shall take into consideration:-

first the market value of the land at the date of the publication of the notification under section 4, Sub-section (1);

secondly, the damage sustained by the person interested, by reason of the taking of any standing crops or trees which may be on the land at the time of the Collector's taking possession thereof:

thirdly, the damage (if any) sustained by the person interested at the time of the Collector's taking possession of the land, by reason of severing such land from his other land;

fourthly. the damage (if any) sustained by the person interested, at the time of the Collector's taking possession of the land, by reason of the acquisition injuriously affecting his other property, moveable or immovable in any other manner, or his earnings;

fifthly, if in consequence of the acquisition of the land by the Collector, the person interested is compelled to change his residence or place of business, the reasonable expenses (if any) incidental to such change; and

sixthly, the damage (if any) bonafide resulting from diminution of the profits of the land between the time of the publication of the declaration under section 6 and the time of the Collector's taking possession of the land.

(2) In addition to the market value of the land as above provided, the Court shall in every case award a sum of fifteen per centum on such market-value, in consideration of the compulsory nature of the acquisition.

Section 24. But the Court shall not take into consideration;

firstly, the degree of urgency which has led to the acquisition;

secondly, any disinclination of the person interested to part with the land acquired;

thirdly, any damage sustained by him which, if caused by a private person, would not render such person liable to a suit;

fourthly, any damage which is likely to be caused to the land acquired, after the date of the publication of the declaration under section 6, by or in consequence of the use of which it will be put;

fifthly, any increase to the value of the land acquired likely accrue from the use to which it will be put when acquired;

sixthly, any increase to the value of the other land of the person interested likely to accrue from the use to which the land acquired will be put; or

seventhly. any outlay or improvements on, or disposal of, the land acquired, commenced, made or affected without the sanction of the Collector after the date of the publication of the notification under Section 4, Sub-section (1).

Section 25. (1) When the applicant has made a claim to compensation, pursuant to any notice given under Section 9. the amount awarded to him by the Court shall not exceed the amounts claimed or be less than the amount avoided by the Collector under Section 11.

(2) When the applicant has refused to make such claim or has omitted without sufficient reason (to be allowed by the Judge) to make such claim, the amount awarded by the Court shall in no case exceed the amount awarded by the Collector.

(3) When the applicant has omitted for a sufficient reason (to be allowed by the Judge) to make such claim, the amount awarded to him by the Court shall not be less than, and may exceed the amount awarded by the Collector.

Section 26. (1) Every award under this part shall be in writing signed by the Judge, and shall specify the amount awarded under Clause first of Sub-section (i) of Section 23 and also the amounts (if any) respectively awarded under each of the other Clauses of the same Sub-section together with the ground of awarding each of the said amounts.

(2) Every such award shall be deemed to be a decree and the statement of the grounds of every such award a judgement within the meaning of Section 2, Clause (2) and Section 3, Clause (9) respectively of the Code of Civil Procedure, 1908.

Section 27. (1) Every such award shall also slate the amount of cost incurred in the proceeding under this part and by what persons and in what proportions they are to be paid.

(2)When tile award of the Collector is not upheld the cost shall ordinarily be paid by the Collector, unless the Court shall be of opinion that the claim of the applicant was so extravagant or that he was so negligent in putting his case before the Collector that some deduction from his costs should be made or that he should pay a part of the Collector's costs.

Section 28. If the sum which. in the opinion of the Court, the Collector ought to have awarded as compensation is in excess of the sum which the Collector did award as compensation the award of the Court may direct that the Collector shall pay interest on such excess at the rate of six per centum per annum from the date on which he took possession of the land to the date of payment of such excess into court.

PART V

PAYMENT

Section 31. (1) On making an award under Section 11, the Collector shall tender payment of the compensation awarded by him to the persons interested entitled thereto according to the award and shall pay it to them unless prevented by some one or more of the contingencies mentioned in the next Subsection.

(2) If they shall not consent to receive it, or if there be no person competent to alienate the land, or if there be any dispute as to the title to receive the compensation or as to the apportionment of it, the Collector shall deposit the amount of the compensation in the Court to which a reference under section 18 would be submitted.:

Provided that any person admitted to be interested may receive such payment under protest as to the sufficiency of the amount;

Provided also that no person who has received the amount otherwise than under protest shall be entitled to make any application under Section 18.

Provided also that nothing herein contained shall effect the liability of any person who may receive the whole or any part of any compensation awarded under this Act, to pay the same to the person lawfully entitled thereto.

(3) Notwithstanding anything in this Section the Collector may, with the sanction of the appropriate Government instead of awarding a money compensation in respect of any land, make any arrangement with a person having a limited interest in such land, either by the grant of other lands in exchange, the remission of land-revenue on other lands held under the same title, or in such other way as may be equitable having regard to the interests of the parties concerned.

(4) Nothing in the last foregoing Sub-section shall be construed to interfere with or limit the power of the Collector to enter into any arrangement with any person interested in the land and competent to contract in respect thereof.

Section 34. When the amount of such compensation is not paid or deposited on or before taking possession of the land, the Collector shall pay the amount awarded with interest thereon at the rate of six per centum per annum from the time of so taking possession until it shall have been so paid or deposited.

PART VI

TEMPORARY OCCUPATION OF LAND

Section 35. (1) Subject to the provisions of Part VII of this Act, whenever it appears to the appropriate Government that the temporary occupation and use of any waste or arable land are needed for any public purpose. or for a Company, the appropriate Government may direct the Collector to procure the occupation and use of the same for such term as it shall `think fit, not exceeding three years from the commencement of such occupation.

(2) The Collector shall thereupon give notice in writing to the persons interest in such land of the purpose for which the same is needed, and shall, for the occupation and use thereof for such term as aforesaid, and for the materials (if any) to be taken therefrom pay to them such compensation, either in gross a sum of money, or by monthly or other periodical payments as shall be agreed upon in writing between him and such persons respectively.

(3) In case the Collector and the persons interested differ as to the sufficiency of the compensation or apportionment thereof, the Collector shall refer such difference to the decision of the Court.

Section 36.(1) On payment of such compensation, or on executing such agreement or on making a reference under Section 35, the Collector may enter upon and take possession of the land and use or permit the use thereof in accordance with the terms of the said notice.

(2) On the expiration of the term, the Collector shall make or tender to the persons interested compensation for the damage (if any) done to the land and not provided for by the agreement, and shall restore the land to the persons interested therein.

Provided that, if the land has become permanently unfit to be used for the purpose for which it was used immediately before the commencement of such term, and if the persons interested shall so require the appropriate Governments shall proceed under this Act to acquire the land as if it was needed permanently for a public purpose or for a Company.

Section 37. In case the Collector and persons interested differ as to the condition of the land at the expiration of the term, or as to any matter connected with the said agreement the Collector shall refer such difference to the decision of the Court.

PART VII

ACQUISITION OF LAND FOR COMPANIES

(Sections under this part not indicated as they are not applicable to the Railways)

PART VIII

MISCELLANEOUS

Section 45. (i) Service of any notice under this Act shall be made by delivering or tendering a copy thereof signed, in the case of a notice under Section 4, by the officer therein mentioned, and, in the case of any other notice, by or by order of the Collector or the Judge.

(2) Whenever it may be practicable, the service of the notice shall be made on the person therein named.

(3) When such person cannot be found the service may be made on any adult male member of his family residing with him: and, if no such adult male member can be found, the notice may be served by Grins the copy on the outer door of the house in which the person therein named ordinarily dwells or carries on business, or by fixing a copy thereof in some conspicuous place in the office of the officer aforesaid or of the Collector or in the court-house, and also in some conspicuous part the land to be acquired.

Provided that, if the Collector or Judge shall so direct, a notice may be sent by post, in a letter addressed to the person named therein at his last known residence, address or place of business and registered under Part ill of the Indian Post Office Act 1866, and service of it may be proved by the production of the addressee's receipt.

Section 46. Whoever willfully obstructs any person in doing any of the acts authorised by Section 4 or Section 8, or willfully fills up, destroys, damage or displaces any trench or mark made

under Section 4 shall, on conviction before a magistrate, be liable to imprisonment for any term not exceeding one month, or to fine not exceeding fifty rupees, or to both.

Section 47. If the Collector is opposed or impended in taking possession under this Act of any land, he shall, if a Magistrate enforce the surrender of the land to himself, and if not a Magistrate he shall apply to a Magistrate or (within the towns of Calcutta, Madras and Bombay) to the Commissioner of Police, and such Magistrate or Commissioner (as the case may be) shall enforce the surrender of the land to the Collector.

Section 48. (1) Except in the case provided for in Section 36, the Government shall be at liberty to withdraw from the acquisition of any land of which possession has not been taken.

(2) Whenever the Government withdraws from any such acquisition, the Collector shall determine the amount of compensation for the damage suffered by the owner in consequence of the notice or of any proceedings thereunder, and shall pay such amount to the person interested together with all costs reasonably incurred by him in the prosecution of the proceedings under this Act relating to the said land.

(3) The provisions of Part III of this Act shall apply, so far as may be, to the determination of the compensation payable under this Section.

Section 49. (1) The provisions of this Act shall not be put in force for the purpose of acquiring a part only of any house, manufactory or other building if the owner desire that the whole of such house, manufactory or building shall be so acquired;

Provided that the owner may, at any time before the Collector has made his award under Section 11, by notice in writing, withdraw or modify his expressed desire that the whole of such house, manufactory or building shall be so acquired;

Provided also that, if any question shall arise as to whether any land proposed to be taken under this Act doe s or does not form part of a house, manufactory or building within the meaning of this Section, the Collector shall refer the determination of such question to the Court and shall not take possession of such land until after the question has been determined.

In deciding on such a reference the Court shall have regard to the question whether the land proposed to be taken is reasonably required for the full and unimpaired use of the house, manufactory or building.

(2) If. in the case of any claim under Section 23, Sub-section (I) thirdly, by a person interested on account of the severing of the land to be acquired from his other land, the appropriate Government is of opinion that the claim is unreasonable or excessive it may at any time before the Collector has made his award, order the acquisition of the whole of the land of which the land first sought to be acquired forms part.

(3) In the case last herein before provided for, no fresh declaration or other proceedings under Sections 6 to 10, both inclusive shall be necessary; but the Collector shall without delay furnish a copy of the order of the appropriate Government to the person interested, and shall thereafter proceed to make his award under Section 11.

Section 50. (1) Where the provisions of this Act are put in force for the purpose of acquiring land at the cost or any fund controlled or managed by a local authority or of any Company, the charges of and incidental to such acquisition shall be defrayed from or by such fund or company.

(2) In any proceeding held before a Collector or Court in such cases the local authority or Company concerned may appear and adduce evidence for the purpose of determining the amount of compensation:

Provided that no such local authority or Company shall be entitled to demand a reference under Section 18.

Section 51. No award or agreement made under this Act shall be chargeable with stamp-duty, and no person claiming under any such award or agreement shall be liable to pay any fee for a copy of the same.

Section 52. No suit or other proceeding shall be commenced or prosecuted against any person for anything done in pursuance of this Act, without giving to such person a month's previous notice in writing of the intended proceeding, and of the cause thereof, nor after tender of sufficient amends.

Section 53. Save in so far as they may be inconsistent with anything contained in this Act the provisions of the Code of Civil Procedure' shall apply to all proceedings before the Court under this Act.

Section 54. Subject to the provisions of the Code of Civil Procedure, 1908, applicable to appeals from original decrees, and notwithstanding anything to the contrary in any enactment for the time being in force, an appeal shall only lie in any proceedings under this Act to the High Court from the award, or from any part of the award of the Court and from any decrees of the High Court passed on such appeal as aforesaid an appeal shall lie to the Supreme Court subject to the provisions contained in section 110 of the Code of Civil Procedure, 1908, and in Order XLV thereof.

Section 55. (1) The appropriate Government shall have power to make rules consistent with this Act for the guidance of officers in all matters connected with its enforcement, and may from time to time alter and add to the rules so made.

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परिशिष्ट – III जारी APPENDIX–III (Contd.)

1676 मि. मी. (5 फुट 6 इंच) के आमान वाले बंध में इकहरी लाइन के लिए अधिग्रहण की जाने वाली भूमि चौड़ाइयों की अनुसूची

Schedule of land width to be taken up for a single line in block 1676 m. m. (5 feet 6 inches) gauge.

बंध की ऊंचाई Height of Bank		केन्द्र लाइन से ढाल के पदाग्र तक Centre line to toe of slope		बर्म Berm				खताल के शीर्ष पर चौड़ाई Width at top of borrow pit		बाड़ के निर्माण की गुंजाइश रखने के लिए खतानों के बाहर जोड़े Add outside pits to allow of erection of fence		केन्द्र लाइन से सीमा तक चौड़ाई Width from centre line to boundary				भूमि की कुल चौड़ाई Total width of land		अभ्युक्ति Remarks	खतानों की गहराई Depth of pits	
				एक साइड One Side		दूसरी साइड Other Side						एक साइड One Side		दूसरी साइड Other Side						
फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs		फु पैसे FPS	मीटर Mtrs
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
0	.0	10	3.05	10	3.0	10	3.0	..	..	..	..	20	6.05	20	6.05	40	12.0	एक साइड पर खताल	..	..
1	.3	12	3.65	11	3.3	10	3.0	14	4.66	3	1.0	40	12.61	22	6.65	62	19.5	Pits on one side	2	0.6
2	.6	14	4.25	12	3.6	10	3.0	30	9.10	3	1.0	59	17.95	24	7.25	83	25.0	,,	2	0.6
3	.9	16	4.85	13	3.9	10	3.0	34	10.28	3	1.0	66	20.03	26	7.85	92	28.0	,,	3	0.9
4	1.2	18	5.45	14	4.2	10	3.0	47	14.15	3	1.0	82	24.8	28	8.45	110	33.5	,,	3	0.9
5	1.5	20	6.05	15	4.5	10	3.0	61	18.49	3	1.0	99	30.04	30	9.05	129	39.0	,,	3	0.9
6	1.8	22	6.65	16	4.8	10	3.0	61	18.34	3	1.0	102	30.79	32	9.65	134	40.5	,,	4	1.2
7	2.1	24	7.25	17	5.1	10	3.0	74	22.28	3	1.0	118	35.63	34	10.25	152	46.0	दोनों साइडों पर खताल	4	1.2
8	2.4	26	7.85	18	5.4	10	3.0	88	26.57	3	1.0	135	40.82	36	10.85	171	51.5	Pits on both side	4	1.2
9	2.7	28	8.45	19	5.7	19	5.7	47	14.081	3	1.0	97	29.23	97	29.23	194	58.5	,,	5	1.5
10	3.0	30	9.05	20	6.0	20	6.0	53	16.08	3	1.0	106	32.13	106	32.13	212	64.5	,,	5	1.5
11	3.3	32	9.65	21	6.3	21	6.3	60	18.22	3	1.0	116	35.17	116	35.17	232	70.5	,,	5	1.5
12	3.6	34	10.25	22	6.6	22	6.6	68	20.49	3	1.0	127	38.34	127	38.34	254	76.5	,,	5	1.5
13	3.9	36	10.85	23	6.9	23	6.9	76	22.90	3	1.0	138	41.65	138	41.65	276	83.5	,,	5	1.5
14	4.2	38	11.45	24	7.2	24	7.2	84	25.45	3	1.0	149	45.01	149	45.1	298	90.0	,,	5	1.5
15	4.5	40	12.05	25	7.5	25	7.5	93	28.14	3	1.0	161	48.69	161	48.69	322	97.5	,,	5	1.5
16	4.8	42	12.65	26	7.8	26	7.8	103	30.96	3	1.0	174	52.41	174	52.41	348	105.0	,,	5	1.5
17	5.1	44	13.25	27	8.1	27	8.1	113	33.92	3	1.0	187	56.27	187	56.27	374	112.5	,,	5	1.5
18	5.4	46	13.85	28	8.4	28	8.4	123	37.02	3	1.0	200	60.27	200	60.27	400	120.5	,,	5	1.5
19	5.7	48	14.45	28	8.4	28	8.4	133	40.25	3	1.0	212	64.10	212	64.10	424	128.0	,,	5	1.5
20	6.0	50	15.05	28	8.4	28	8.4	145	43.63	3	1.0	226	68.08	226	68.08	452	136.0	,,	5	1.5
21	6.3	52	15.65	28	8.4	28	8.4	134	40.41	3	1.0	217	65.36	217	65.36	434	130.5	,,	6	1.8
22	6.6	54	16.25	28	8.4	28	8.4	144	43.37	3	1.0	229	69.02	229	69.02	458	138.0	,,	6	1.8
23	6.9	56	16.85	28	8.4	28	8.4	154	46.54	3	1.0	241	72.79	241	72.79	482	145.5	,,	6	1.8
24	7.2	58	17.45	28	8.4	28	8.4	165	49.83	3	1.0	254	76.68	254	76.68	508	153.5	,,	6	1.8
25	7.5	60	18.05	28	8.4	28	8.4	177	53.24	3	1.0	268	80.68	268	80.68	536	161.5	,,	6	1.8
26	7.8	62	18.65	28	8.4	28	8.4	188	56.75	3	1.0	281	84.8	281	84.8	562	169.5	,,	6	1.8
27	8.1	64	19.25	28	8.4	28	8.4	200	60.38	3	1.0	295	89.03	295	89.03	590	178.0	,,	6	1.8
28	8.4	66	19.85	28	8.4	28	8.4	213	64.12	3	1.0	310	93.37	310	93.37	620	186.5	,,	6	1.8
29	8.7	68	20.45	28	8.4	28	8.4	226	67.98	3	1.0	325	97.83	325	97.83	650	195.5	,,	6	1.8
30	9.0	70	21.05	28	8.4	28	8.4	239	71.94	3	1.0	340	102.39	340	102.39	680	205.0	,,	6	1.8

कालम 18 के मानों को निकटतम 0.5 मीटर में पूर्णांकित कर दिया गया है Values in column 18 are rounded off to the nearest 0.5 metres.

1676 मि. मी. (5 फुट 6 इंच) आमान वाले कटिंग में इकहरी लाइन के लिए अधिग्रहण की जाने वाली भूमि चौडाइयों की अनुसूची

Schedule of land widths to be taken up for a single line in cutting 1676 mm. (5 feet 6 inches) gauge.

कटान का गहराई Depth of cutting		कटान के शीर्ष पर आधी चौड़ाई Half Width at top of cutting		बर्म Berm				स्पाइल बंध के तल पर चौड़ाई Width at bottom of spoil bank		केन्द्र लाइन से सीमा तक चौड़ाई Width from centre line to boundary				भूमि की कुल चौड़ाई Total width of land		अभ्युक्ति Remarks	स्पाइल बंध की गहराई Depth of Spoil Bank	
				एक साइड One Side		दूसरी साइड Other Side				एक साइड One Side		दूसरी साइड Other Side						
फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs		फु पैसे FPS	मीटर Mtrs
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
0	.0	13	3.965	10	3.0	10	3.0	0	0	23	6.965	3	9.665	46	14.0	एक साइड पर स्पाइल बंध	5 feet	1.5
1	.3	14	4.265	11	3.3	10	3.0	15	4.646	40	12.211	24	7.265	64	19.5	Spoil banks on one side	,,	1.5
2	.6	15	4.565	12	3.6	10	3.0	21	6.412	48	14.577	26	7.565	73	22.0	,,	,,	1.5
3	.9	16	4.865	13	3.9	10	3.0	27	8.298	56	17.063	26	7.865	82	25.0	,,	,,	1.5
4	1.2	17	5.165	14	4.2	10	3.0	34	10.304	65	19.669	27	8.165	92	28.0	,,	,,	1.5
5	1.5	18	5.465	15	4.5	10	3.0	41	12.43	74	22.395	28	8.465	102	31.0	,,	,,	1.5
6	1.8	19	5.765	16	4.8	10	3.0	48	14.676	83	25.241	29	8.765	112	34.0	,,	,,	1.5
7	2.1	20	6.065	17	5.1	10	3.0	56	17.042	93	28.207	30	9.065	123	37.5	,,	,,	1.5
8	2.4	21	6.365	18	5.4	10	3.0	64	19.528	103	31.293	31	9.365	134	40.5	दोनों साइडों पर स्पाइल बंध	,,	1.5
9	2.7	22	6.665	19	5.7	19	5.7	42	12.567	83	24.932	83	24.932	166	50.9	Spoil banks on both side	,,	1.5
10	3.0	23	6.965	20	6.0	20	6.0	46	13.93	89	26.895	89	26.895	178	54.0	,,	,,	1.5
11	3.3	24	7.265	21	6.3	21	6.3	51	15.353	96	28.918	96	28.918	192	58.0	,,	,,	1.5
12	3.6	25	7.565	22	6.6	22	6.6	56	16.836	103	31.001	403	31.001	206	62.0	,,	,,	1.5
13	3.9	26	7.865	23	6.9	23	6.9	61	18.379	110	33.141	110	33.144	220	66.5	,,	,,	1.5
14	4.2	27	8.165	24	7.2	24	7.2	66	19.282	117	35.347	117	35.347	234	70.5	,,	,,	1.5
15	4.5	28	8.465	24	7.2	24	7.2	72	21.645	124	37.31	124	37.31	248	74.5	,,	,,	1.5
16	4.8	29	8.765	24	7.2	24	7.2	77	23.368	131	39.333	131	39.333	262	78.5	,,	,,	1.5
17	5.1	30	9.065	24	7.2	24	7.2	83	25.151	138	41.416	138	41.416	276	83.0	,,	,,	1.5
18	5.4	31	9.365	24	7.2	24	7.2	89	26.994	145	43.559	145	43.559	290	87.0	,,	,,	1.5
19	5.7	32	9.665	24	7.2	24	7.2	96	28.897	152	45.762	152	45.762	304	91.5	,,	,,	1.5
20	6.0	33	9.965	24	7.2	24	7.2	102	30.608	159	48.025	159	48.025	318	96.0	,,	,,	1.5
21	6.3	34	10.265	24	7.2	24	7.2	109	32.883	167	50.348	167	50.348	334	100.5	,,	,,	1.6
22	6.6	35	10.565	24	7.2	24	7.2	116	34.966	175	52.731	175	52.731	350	105.5	,,	,,	1.9
23	6.9	36	10.865	24	7.2	24	7.2	123	37.109	183	55.074	183	55.174	366	110.5	,,	,,	1.5
24	7.2	37	11.165	24	7.2	24	7.2	130	39.312	191	57.677	191	57.677	382	115.5	,,	,,	1.5
25	7.5	38	11.466	24	7.2	24	7.2	138	41.575	200	60.240	200	60.24	400	120.5	,,	,,	1.5
26	7.8	39	11.765	24	7.2	24	7.2	145	43.898	208	62.863	208	62.863	416	125.5	,,	,,	1.5
27	8.1	40	12.065	24	7.2	24	7.2	153	46.281	217	65.546	217	65.546	434	131.0	,,	,,	1.5
28	8.4	41	12.365	24	7.2	24	7.2	161	48.724	226	68.289	226	68.289	452	136.5	,,	,,	1.5
29	8.7	42	12.665	24	7.2	24	7.2	170	57.227	236	71.092	236	71.092	472	142.0	,,	,,	1.5
30	9.0	43	12.965	24	7.2	24	7.2	178	53.79	245	73.955	245	73.955	490	148.0	,,	,,	1.5

* कालम 16 के मानों को निकटतम 0.5 मीटर में पूर्णांकित कर दिया गया है * Values in column 16 are rounded off to the nearest 0.5 metres.

परिशिष्ट - III (जारी) APPENDIX–III (Contd.)

मीटर आमान वाले बंध में इकहरी लाइन के लिए अधिग्रहण की जाने वाली भूमि चौड़ाइयों की अनुसूची
Schedule of land widths to be taken up for a single line in Bank Metre Gauge.

बंध की ऊंचाई Height of Bank		केन्द्र लाइन से ढाल के पदाग्र तक Centre line to toe of slope		बर्म Berm				खतान के शीर्ष पर चौड़ाई Width at top of borrow pit		बाड़ के निर्माण की गुंजाइश रखने के लिए खतानों के बाहर जोड़ें Add outside pits to allow of erection of fence		केन्द्र लाइन से सीमा तक चौड़ाई Width from centre line to boundary				भूमि की कुल चौड़ाई Total width of land		अभ्युक्ति Remarks	खतानों की गहराई Depth of pits	
				एक साइड One Side		दूसरी साइड Other Side						एक साइड One Side		दूसरी साइड Other Side						
फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs		फु पैसे FPS	मीटर Mtrs
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
0	.0	8	2.44	10	3.0	10	3.0	..	..	..	..	18	5.44	18	5.44	36	11.0	एक साइड पर खतान	..	..
1	.3	10	3.04	11	3.3	10	3.0	13	3.98	3	1.0	37	11.32	20	6.04	57	17.5	Pits on one side	2	0.6
2	.6	12	3.64	12	3.6	10	3.0	25	7.73	3	1.0	52	15.97	22	6.64	74	22.5	,,	2	0.6
3	.9	14	4.24	13	3.9	10	3.0	29	8.9	3	1.0	59	18.04	24	7.24	83	25.5	,,	3	0.9
4	1.2	16	4.84	14	4.2	10	3.0	41	12.32	3	1.0	74	22.36	26	7.84	100	30.0	,,	3	0.9
5	1.5	18	5.44	15	4.5	10	3.0	53	16.20	3	1.0	89	27.14	28	8.44	117	35.5	,,	3	0.9
6	1.8	20	6.04	16	4.8	10	3.0	54	16.25	3	1.0	93	28.09	30	9.04	123	37	,,	4	1.2
7	2.1	22	6.64	17	5.1	10	3.0	66	19.86	3	1.0	108	32.60	32	9.64	140	42	,,	4	1.2
8	2.4	24	7.24	18	5.4	10	3.0	79	23.81	3	1.0	124	37.45	34	10.24	158	47.5	दोनों साइडों पर खतान	4	1.2
9	2.7	26	7.84	19	5.7	19	5.7	43	12.82	3	1.0	91	27.36	91	27.36	182	54.5	Pits on both side	5	1.5
10	3.0	28	8.44	20	6.0	20	6.0	49	14.69	3	1.0	100	30.13	100	30.13	200	60.5	,,	5	1.5
11	3.3	30	9.04	21	6.3	21	6.3	55	16.68	3	1.0	109	33.02	109	33.02	218	66.0	,,	5	1.5
12	3.6	32	9.64	22	6.6	22	6.6	62	18.82	3	1.0	119	36.06	119	36.06	238	72.0	,,	5	1.5
13	3.9	34	10.24	23	6.9	23	6.9	70	21.09	3	1.0	130	39.23	130	39.23	260	78.5	,,	5	1.5
14	4.2	36	10.84	24	7.2	24	7.2	78	23.49	3	1.0	141	42.53	141	42.53	282	85	,,	5	1.5
15	4.5	38	11.44	25	7.5	25	7.5	86	26.05	3	1.0	152	45.99	152	45.99	304	92.0	,,	5	1.5
16	4.8	40	12.04	26	7.8	26	7.8	95	28.74	3	1.0	164	49.58	164	49.58	328	99.0	,,	5	1.5
17	5.1	42	12.64	27	8.1	27	8.1	105	31.54	3	1.0	177	53.28	177	53.28	354	106.5	,,	5	1.5
18	5.4	44	13.24	28	8.4	28	8.4	115	34.50	3	1.0	190	57.14	190	57.14	380	114.5	,,	5	1.5
19	5.7	46	13.84	28	8.4	28	8.4	125	37.61	3	1.0	202	60.85	202	60.85	404	121.5	,,	5	1.5
20	6.0	48	14.44	28	8.4	28	8.4	136	40.84	3	1.0	215	64.68	215	64.68	430	129.5	,,	6	1.8
21	6.3	50	15.04	28	8.4	28	8.4	126	37.86	3	1.0	207	62.30	207	62.30	414	124.5	,,	6	1.8
22	6.6	52	15.64	28	8.4	28	8.4	135	40.80	3	1.0	218	65.84	218	65.84	436	131.5	,,	6	1.8
23	6.9	54	16.24	28	8.4	28	8.4	145	43.84	3	1.0	230	69.48	230	69.48	460	139.0	,,	6	1.8
24	7.2	56	16.84	28	8.4	28	8.4	156	47.02	3	1.0	243	73.26	243	73.26	486	146.5	,,	6	1.8
25	7.5	58	17.44	28	8.4	28	8.4	167	50.31	3	1.0	256	77.15	256	77.15	512	154.5	,,	6	1.8
26	7.8	60	18.04	28	8.4	28	8.4	178	53.7	3	1.0	269	81.14	269	81.14	538	162.5	,,	6	1.8
27	8.1	62	18.64	28	8.4	28	8.4	190	57.21	3	1.0	283	85.25	283	85.25	566	170.5	,,	6	1.8
28	8.4	64	19.24	28	8.4	28	8.4	202	60.86	3	1.0	297	89.5	297	89.5	594	179.0	,,	6	1.8
29	8.7	66	19.84	28	8.4	28	8.4	215	64.59	3	1.0	312	93.83	312	93.83	624	187.5	,,	6	1.8
30	9.0	68	20.44	28	8.4	28	8.4	227	68.43	3	1.0	326	98.27	326	98.27	652	196.5	,,	6	1.8

* कालम 18 के मानों को निकटतम 0.5 मीटर में पूर्णांकित कर दिया गया है Values in column 18 are rounded off to the nearest 0.5 metres.

762 मि. मी. (2 फुट 6 इंच) के आमान वाले बंध में इकहरी लाइन के लिए अधिग्रहण की जाने वाली भूमि चौडाइयों की अनुसूची

Schedule of land width to be taken up for a single line in Bank M. G. 762 mm. (2 feet 6 inches) gauge.

बंध की ऊंचाई Height of Bank		केन्द्र लाइन से ढाल के पदाग्र तक Centre line to toe of slope		बर्म Berm				खतान के शीर्ष पर चौड़ाई Width at top of borrow pit		बाड़ के निर्माण की गुंजाईश रखने के लिए खतानों के बाहर जोड़े Add outside pits to allow of erection of fence		केन्द्र लाइन से सीमा तक चौड़ाई Width from centre line to boundary				भूमि की कुल चौड़ाई Total width of land		अभ्युक्ति Remarks	खतानों की गहराई Depth of pits	
				एक साइड One Side		दूसरी साइड Other Side						एक साइड One Side		दूसरी साइड Other Side						
फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs		फु पैसे FPS	मीटर Mtrs
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
0	.0	6	1.83	10	3.0	10	3.0	..	..	..	..	16	4.83	16	4.83	32	9.5	एक साइड पर खतान	..	..
1	.3	8	2.43	11	3.3	10	3.0	11	3.29	3	1.0	33	10.02	18	5.43	51	15.5	Pits on one side	2	0.6
2	.6	10	3.03	12	3.6	10	3.0	21	6.36	3	1.0	46	13.99	20	6.03	66	20.0	,,	2	0.9
3	.9	12	3.63	13	3.9	10	3.0	25	7.52	3	1.0	53	16.05	22	6.63	75	22.5	,,	3	0.9
4	1.2	14	4.23	14	4.2	10	3.0	35	10.48	3	1.0	66	19.91	24	7.23	90	27.0	,,	3	0.9
5	1.5	16	4.83	14	4.2	10	3.0	46	13.89	3	1.0	79	23.92	26	7.83	105	32.0	,,	4	1.2
6	1.8	18	5.43	14	4.2	10	3.0	47	14.18	3	1.0	82	24.81	28	8.43	110	33.0	,,	4	1.2
7	2.1	20	6.03	14	4.2	10	3.0	58	17.43	3	1.0	95	28.66	30	9.03	125	37.5	,,	4	1.2
8	2.4	22	6.63	14	4.2	10	3.0	70	21.03	3	1.0	109	32.86	32	9.63	141	42.5	दोनों साइडों पर खतान	5	1.5
9	2.7	24	7.23	14	4.2	14	4.2	38	11.57	3	1.0	79	24.00	79	24.00	158	48.0	Pits on both sides	5	1.5
10	3.0	26	7.83	14	4.2	14	4.2	44	13.29	3	1.0	87	26.32	87	26.32	174	52.5	,,	5	1.5
11	3.3	28	8.43	14	4.2	14	4.2	50	15.15	3	1.0	95	28.78	95	28.78	190	57.5	,,	5	1.5
12	3.6	30	9.03	14	4.2	14	4.2	57	17.14	3	1.0	104	31.37	104	31.37	208	62.5	,,	5	1.5
13	3.9	32	9.63	14	4.2	14	4.2	64	19.28	3	1.0	113	34.11	113	34.11	226	68.0	,,	5	1.5
14	4.2	34	10.23	14	4.2	14	4.2	72	21.55	3	1.0	123	36.98	123	36.98	246	74.0	,,	5	1.5
15	4.5	36	10.83	14	4.2	14	4.2	80	23.95	3	1.0	133	39.98	133	39.98	266	80.0	,,	5	1.5
16	4.8	38	11.43	14	4.2	14	4.2	88	26.49	3	1.0	143	43.12	143	43.12	286	86.0	,,	5	1.5
17	5.1	40	12.03	14	4.2	14	4.2	97	29.18	3	1.0	154	46.41	154	46.41	308	93.0	,,	5	1.5
18	5.3	43	13.63	14	4.2	14	4.2	100	32.01	3	1.0	165	49.84	165	49.84	330	99.5	,,	5	1.5
19	5.7	44	13.23	14	4.2	14	4.2	116	39.96	3	1.0	177	53.39	177	53.39	354	107.0	,,	5	1.5
20	6.0	46	13.83	14	4.2	14	4.2	126	38.05	3	1.0	189	57.08	189	57.08	378	114.0	,,	5	1.5
21	6.3	48	14.43	14	4.2	14	4.2	118	35.41	3	1.0	183	55.04	183	55.04	366	110.0	,,	6	1.8
22	6.6	50	15.03	14	4.2	14	4.2	127	38.23	3	1.0	194	58.46	194	58.46	388	118.0	,,	6	1.8
23	6.9	52	15.63	14	4.2	14	4.2	137	41.16	3	1.0	206	61.09	206	61.99	412	124.0	,,	6	1.8
24	7.2	54	16.23	14	4.2	14	4.2	147	44.22	3	1.0	218	65.65	218	65.65	436	131.5	,,	6	1.8
25	7.5	56	16.83	14	4.2	14	4.2	157	47.39	3	1.0	230	69.42	230	69.42	460	139.0	,,	6	1.8
26	7.8	58	17.43	14	4.2	14	4.2	168	50.66	3	1.0	243	73.29	243	73.29	486	146.5	,,	6	1.8
27	8.1	60	18.03	14	4.2	14	4.2	180	54.07	3	1.0	257	77.30	257	77.30	514	154.5	,,	6	1.8
28	8.4	62	18.63	14	4.2	14	4.2	191	57.58	3	1.0	270	81.41	270	81.41	540	163.0	,,	6	1.8
29	8.7	64	19.23	14	4.2	14	4.2	203	61.19	3	1.0	284	85.62	284	85.62	568	171.0	,,	6	1.8
30	9.0	66	19.83	14	4.2	14	4.2	216	64.94	3	1.0	299	89.97	299	89.97	598	180.0	,,	6	1.8

* कालम 18 के मानों को निकटतम 0.5 मीटर में पूर्णांकित कर दिया गया है * Values in column 18 are rounded off to the nearest 0.5 metres.

परिशिष्ट - III (जारी) APPENDIX–III (Contd.)

मीटर आमान वाले कटान में इकहरी लाइन के लिए अधिग्रहण की जाने वाली भूमि चौड़ाइयों की अनुसूची
Schedule of land widths to be taken up for a single line in Cutting Metre Gauge.

कटान की गहराई Depth of cutting		कटान के शीर्ष पर आधी चौड़ाई Half Width at top of cutting		बर्म Berm				स्पाइल बंध के तल पर चौड़ाई Width at bottom of spoil bank		केन्द्र लाइन से सीमा तक चौड़ाई Width from centre line to boundary				भूमि की कुल चौड़ाई Total width of land		अभ्युक्ति Remarks	स्पाइल बंध की गहराई Depth of Spoil Bank	
				एक साइड One Side		दूसरी साइड Other Side				एक साइड One Side		दूसरी साइड Other Side						
फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs		फु पैसे FPS	मीटर Mtrs
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
0	.0	11	3.355	10	3.0	10	3.0	..	..	21	6.355	21	6.335	42	12.50	एक साइड पर स्पाइल बंध	5 feets	1.5
1	.3	12	3.655	11	3.3	10	3.0	15	4.402	38	11.357	22	6.655	60	18.00	Spoil banks on one side	,,	1.5
2	.6	13	3.955	12	3.6	10	3.0	20	5.924	45	13.479	23	6.955	68	20.50	,,	,,	1.5
3	.9	14	4.255	13	3.9	10	3.0	25	7.566	52	15.721	24	7.255	76	23.00	,,	,,	1.5
4	1.2	15	4.555	14	4.2	10	3.0	31	9.328	60	18.083	25	7.555	85	25.50	,,	,,	1.5
5	1.5	16	4.855	15	4.5	10	3.0	37	11.21	68	20.565	26	7.855	94	28.50	,,	,,	1.5
6	1.8	17	5.155	16	4.8	10	3.0	44	13.212	77	23.167	27	8.155	104	31.50	,,	,,	1.5
7	2.1	18	5.455	17	5.1	10	3.0	51	15.334	86	25.889	28	8.455	114	34.50	,,	,,	1.5
8	2.4	19	5.755	18	5.4	10	3.0	58	17.576	95	22.731	29	8.755	124	37.50	दोनों साइडों पर स्पाइल बंध	,,	1.5
9	2.7	20	6.055	19	5.7	19	5.7	38	11.469	77	23.224	77	23.244	154	46.50	Spoil banks on both sides	,,	1.5
10	3.0	21	6.355	20	6.0	20	6.0	42	12.71	83	25.065	83	25.065	166	50.00	,,	,,	1.5
11	3.3	22	6.655	21	6.3	21	6.3	46	14.011	89	26.966	89	26.966	178	54.00	,,	,,	1.5
12	3.6	23	6.955	22	6.6	22	6.6	51	15.372	96	28.927	96	28.927	192	58.00	,,	,,	1.5
13	3.9	24	7.255	23	6.9	23	6.9	56	16.793	103	30.948	103	30.948	206	62.00	,,	,,	1.5
14	4.2	25	7.555	24	7.2	24	7.2	61	18.274	110	33.029	110	33.029	220	66.00	,,	,,	1.5
15	4.5	26	7.855	24	7.2	24	7.2	66	19.815	116	34.87	116	34.87	232	70.00	,,	,,	1.5
16	4.8	27	8.155	24	7.2	24	7.2	71	21.416	122	36.771	122	36.771	244	73.50	,,	,,	1.5
17	5.1	28	8.455	24	7.2	24	7.2	76	21.077	128	38.732	128	38.732	256	77.50	,,	,,	1.5
18	5.4	29	8.755	24	7.2	24	7.2	82	24.708	135	40.753	135	40.753	270	81.50	,,	,,	1.5
19	5.7	30	9.055	24	7.2	24	7.2	88	24.579	142	42.834	142	42.834	284	85.50	,,	,,	1.5
20	6.0	31	9.355	24	7.2	24	7.2	94	28.42	149	44.975	149	44.975	298	90.00	,,	,,	1.5
21	6.3	32	9.655	24	7.2	24	7.2	100	30.321	156	47.176	156	47.176	312	94.50	,,	,,	1.5
22	6.6	33	9.955	24	7.2	24	7.2	107	32.282	164	49.437	164	49.437	328	99.00	,,	,,	1.5
23	6.9	34	10.255	24	7.2	24	7.2	114	34.303	172	51.758	172	51.758	344	103.50	,,	,,	1.5
24	7.2	35	10.555	24	7.2	24	7.2	121	36.384	180	54.139	180	54.139	360	108.50	,,	,,	1.5
25	7.5	36	10.855	24	7.2	24	7.2	128	38.525	188	56.58	188	56.55	376	113.00	,,	,,	1.5
26	7.8	37	11.155	24	7.2	24	7.2	135	40.726	196	59.081	196	59.08	392	118.00	,,	,,	1.5
27	8.1	38	11.455	24	7.2	24	7.2	142	42.987	204	61.642	204	61.242	408	123.50	,,	,,	1.5
28	8.4	39	11.755	24	7.2	24	7.2	150	45.308	213	64.263	213	64.263	426	128.50	,,	,,	1.5
29	8.7	40	12.055	24	7.2	24	7.2	158	47.689	222	66.944	222	66.944	444	134.00	,,	,,	1.5
30	9.0	41	12.355	24	7.2	24	7.2	166	50.13	231	69.685	231	69.685	462	139.50	,,	,,	1.5

* कालम 16 के मानों को निकटतम 0.5 मीटर में पूर्णांकित कर दिया गया है Values in column 16 are rounded off to the nearest 0.5 metres.

परिशिष्ट - III जारी APPENDIX–III (Contd.)

762 मि. मी. (2 फुट 6 इंच) के छोटे आमान वाले कटान में इकहरी लाइन के लिए अधिग्रहण की जाने वाली भूमि चौडाइयों की अनुसूची

Schedule of land width to be taken up for a single line cutting N. G. 762 mm. (2 feet 6 inches) gauge.

कटान की गहराई Depth of cutting		कटान के शीर्ष पर आधी चौड़ाई Half Width at top of cutting		बर्म Berm				स्पाइल बंध की तल पर चौड़ाई Width at bottom of spoil bank		केन्द्र लाइन से सीमा तक चौड़ाई Width from centre line to boundary				भूमि की कुल चौड़ाई Total width of land		अभ्युक्ति Remarks	स्पाइल बंध की गहराई Depth of Spoil Bank	
				एक साइड One Side		दूसरी साइड Other Side				एक साइड One Side		दूसरी साइड Other Side						
फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs	फु पैसे FPS	मीटर Mtrs		फु पैसे FPS	मीटर Mtrs
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
0	.0	9	2.895	10	3.0	10	3.0	..	..	19	5.895	19	5.895	38	12.0	एक साइड पर खतान	5 feet	1.5
1	.3	10	3.195	11	3.3	10	3.0	14	4.218	35	10.713	20	6.195	55	17.0	Spoil banks on one side	,,	1.5
2	.6	11	3.495	12	3.6	10	3.0	18	5.556	41	12.651	21	6.495	62	19.0	,,	,,	1.5
3	.9	12	3.795	13	3.9	10	3.0	23	7.013	48	14.709	22	6.795	70	21.5	,,	,,	1.5
4	1.2	13	4.095	14	4.2	10	3.0	28	8.592	55	17.887	23	7.096	78	24.0	,,	,,	1.5
5	1.5	14	4.395	15	4.5	10	3.0	33	10.292	62	19.185	24	7.395	86	26.5	,,	,,	1.5
6	1.8	15	4.695	16	4.8	10	3.0	39	12.108	70	21.603	25	7.695	95	29.5	,,	,,	1.5
7	2.1	16	4.995	17	5.1	10	3.0	45	14.046	78	23.141	26	7.995	104	32.0	,,	,,	1.5
8	2.4	17	5.295	18	5.4	10	3.0	52	16.104	87	26.799	27	8.295	114	35.00	दोनों साइडों पर स्पाइल बंध	,,	1.5
9	2.7	18	5.595	19	5.7	19	5.7	34	10.641	71	21.936	71	21.936	142	44.00	Spoil banks on both sides	,,	1.5
10	3.0	19	5.895	20	6.0	20	6.0	38	11.79	77	23.685	77	23.685	154	47.5	,,	,,	1.5
11	3.3	20	6.195	21	6.3	21	6.3	42	12.999	83	25.494	83	25.494	166	51.00	,,	,,	1.5
12	3.6	21	6.495	22	6.6	22	6.6	46	14.268	89	27.363	89	27.363	178	54.5	,,	,,	1.5
13	3.9	22	6.795	23	6.9	23	6.9	50	15.597	95	29.292	95	29.292	190	58.5	,,	,,	1.5
14	4.2	23	7.095	24	7.2	24	7.2	55	16.986	102	31.281	102	31.281	204	62.5	,,	,,	1.5
15	4.5	24	7.395	24	7.2	24	7.2	60	18.435	108	33.030	108	33.030	216	66.00	,,	,,	1.5
16	4.8	25	7.695	24	7.2	24	7.2	65	19.944	114	34.839	114	34.839	228	69.5	,,	,,	1.5
17	5.1	26	7.995	24	7.2	24	7.2	70	21.513	120	36.708	120	36.708	240	73.5	,,	,,	1.5
18	5.4	27	8.295	24	7.2	24	7.2	75	23.142	126	38.637	126	38.637	252	77.5	,,	,,	1.5
19	5.7	28	8.595	24	7.2	24	7.2	80	24.831	132	40.626	132	40.626	264	81.5	,,	,,	1.5
20	6.0	29	8.895	24	7.2	24	7.2	86	26.58	139	42.675	139	42.675	278	85.5	,,	,,	1.5
21	6.3	30	9.195	24	7.2	24	7.2	92	28.389	146	44.784	146	44.784	292	89.5	,,	,,	1.5
22	6.6	31	9.495	24	7.2	24	7.2	98	30.258	153	46.953	153	46.953	306	94.0	,,	,,	1.5
23	6.9	32	9.795	24	7.2	24	7.2	104	32.187	160	49.182	160	49.182	320	98.5	,,	,,	1.5
24	7.2	33	10.095	24	7.2	24	7.2	111	34.176	168	51.471	168	51.471	336	103.0	,,	,,	1.5
25	7.5	34	10.395	24	7.2	24	7.2	118	36.225	176	53.820	176	53.820	352	107.5	,,	,,	1.5
26	7.8	35	10.695	24	7.2	24	7.2	125	38.334	184	56.229	184	56.229	368	112.5	,,	,,	1.5
27	8.1	36	10.995	24	7.2	24	7.2	132	40.503	192	58.698	192	58.698	384	117.5	,,	,,	1.5
28	8.4	37	11.295	24	7.2	24	7.2	139	42.732	200	61.227	200	61.227	400	122.5	,,	,,	1.5
29	8.7	38	11.595	24	7.2	24	7.2	146	45.021	208	63.816	208	63.816	416	127.5	,,	,,	1.5
30	9.0	39	11.895	24	7.2	24	7.2	154	47.37	217	66.465	217	66.465	434	133.0	,,		1.5

* कालम 16 के मानों को निकटतम 0.5 मीटर में पूर्णांकित कर दिया गया है। * Values in column 16 are rounded off to the nearest 0.5 metres.

APPENDIX IV

(See Para 901)

Form No. 1

FORM OF SCHEDULE FOR LAND ACQUISITION

(To be retained by Railway Authorities and to be utilized in case of Railway taking up land at capital cost)

GONDA — AZIMGARH RAILWAY

Azimgarh Section

Schedule showing land required for railway purposes in the Bilaspur Tehsil of the Banda district

Name of Village-Mandwal

Reference to Plan		Purpose for which the land is occupied	Area of land required	
Set	Sheets		Permanent (Pink)	Temporary (Yellow)
Set C-Banda District	3	Main line from chainage 36.637 to chainage 38.900 land to be permanently occupied ……	Acres 4.6963	Acres ..
	3	Same length for side cuttings ……		3.4309
	3	Extra for stacking material & C at side of Bridge No. 57……		9.5500
	4	Mandawl Station yard……	28.6961	
	4	Approach road to Mandwal Station …		2.7548
	4	Site for temporary House and Office for Assistant Engineer … … … … …		5.5095
	5	Brick-field to north of line opposite chainage 42.350 tobe permanently occupied … … … … …	11.2163	
	6	Main line from chainage 41.443 to chainage 42.728, land to be permanently occupied … …..	2.4389	…
	6	Same Length for Side cuttings … … … … … … ..		1.5243

		Total	47.0476	22.4696

Azimgarh: ……..

Execrative Engineer

…….. ……

General Manager Chief Engineer

APPENDIX IV— contd.

BANDA DISTRICT- BILASPUR TEHSIL

Form No. 2

(For Revenue Authorities)

GONDA — AZIMGARH RAILWAY

Azimgarh Section

Schedule showing land required for railway purposes in the Bilaspur Tehsil of the Banda district

Name of Village-Mandwal

Reference to Plan		Purpose for which the land is occupied	Area of land required (Pink)
Set	Sheets		
Set C-Banda District	3	Main line from chainage 36.637 to chainage 38,900 land to be permanently occupied ……	4.6993
	3	Same length for side cuttings ……	3.1309
	3	Extra for stacking material & C at side of Bridge No. 57……	9.5500
	4	MandawlStation Yard……	28.6961
	4	Approach road to Mandwal Station ……...	2.7548
	4	Site for temporary House and Office for Assistant Engineer …….	5.5096
	5	Brick-field to north of line opposite chainage 42,350 to be permanently occupied …….	11.2163
	6	Main line from chainage 41,443 to chainage 42,728, land to be permanently occupied …..	2.4389
	6	Same Length for Side cuttings ……..	1.5243
		Total	69.5172

Azimgarh:

……..
General Manager

……..
Execrative Engineer

……
Chief Engineer

APPENDIX IV— contd.

BANDA DISTRICT— BILASPUR TEHSIL

Form No. 3

(To be retained by Railway Authorities and to be utilized by Railway receiving free of cost)

GONDA — AZIMGARH RAILWAY

Azimgarh Section

Schedule showing land required for railway purposes in the Bilaspur Tehsil of the Banda district

Name of Village-Mandwal

Reference to Plan		Purpose for which the land is occupied	Area of land required
Set	Sheets		Acres
Set C-Banda District	3	Main line from chainage 36,637 to chainage 38,900 land to be permanently occupied	…
	3	Same length for side cuttings	…
	3	Extra for stacking material & C at side of Bridge No. 57	…
	4	Mandawl Station yard	…
	4	Approach road to Mandwal Station	…
	4	Site for temporary House and Office for Assistant Engineer	…
	5	Brick-field to north of line opposite chainage 42,350 tobe permanently occupied	…
	6	Main line from chainage 41,443 to chainage 42,728, land tobe permanently occupied	…
	6	Same Length for Side cuttings	…
		Total	…

Azimgarh:

……..
Execrative Engineer

……..
General Manager

……
Chief Engineer

APPENDIX V

(**See Paras 931-948**)

FORMS USED BY LAND AQUISITION OFFICERS

A

No. and date of Statement .....

Date of Award

Name of work for which land has been acquireed……..

Number and date of declaration in.....Gazette. viz. No ……dated ……..

page.....

Statement showing compensation awarded by…..... under Section …….. Act I of 1894 to all the persons interested in the plot of land situated in the village of..... in estate, ... No. ..... on the Revenue Roll of the District of.....Parganah …….

Sl. No.	Names of persons to whom payment is due under the award	Area of land	Abatement of land Revenue	Valuation of any buildings that may be taken up on the land	Total amount due to each person, including the amount shown in column 5, the amount awarded for the land, interest, costs and any other amounts due to the payee in connection with the acquisition of the land	Distribution of the amount in column 6 taken from the subsidiary Statement AA	Remarks	Number and date of voucher		Date on which possession of the land was handed over to the departmental authorised for whome it is acquired	
								No.	Date	Date	Reference to the report station the date
1	2	3	4	5	6	7	8	9*			10*
			Rs. P	Rs. P	Rs. P						

*To be filled up in the Accounts Officer's Office.

Note--(l) Each award statement should be confined to the lands to be taken under one declaration i.e. the awards given for lands acquired under more than one declaration should not be incorporated in one statement but as many separate statements submitted as there are declarations.

(2) Regarding column 7, see Note to Statement AA.

AA

Particulars regarding the acceptance by the persons concerned of amounts entered in Award Statement No.....,..... date.....
Name of work for which land has been acquired .....
Number and date of declaration in ..... Gazette, viz., No.....
dated....., page……..

Serial No. in the Statement of Award under Section 11 of the Act	Name of person to whom payment is made under the award	Particulars of amount entered in column 6 of the Award Statement					
		a	b	c			d
		Amount accepted without protest	Amount accepted under protest	Amount deposited in the Court			Amount undisbursed owing to nonattendance and the treasury in which it is deposited
				Amount	Court	Reasons for depositing	
1	2	3					
		Rs. P.	Rs. P.	Rs. P.			Rs. P.

Note. -- In noting these particulars in the Award Statement it may be sufficient to enter the letter, a. b. c or d. as the case may be, in column 6, of the statement, when the whole amount of the award is shown in one of the four sub-columns a, b, c or d in this statement.

B

No. and date Statement.....……..
Name of work for which land has been acquired .....
No. and date of declaration .....Gazette. viz.,. No. …….. dated … page ……...
Statement showing the amount of compensation awarded by the Court of..... under Section 26 of Act of 1894.

Serial No. in the Statement of Award under Section 11 of the Act	Name of persons to whom payment is due under the award	Amount originally awarded	Amount paid by Collector under the original award	Total amount awarded by the Court	Further payments due	Remarks	No. and date of voucher
1	2	3	4	5	6	7	8
		Rs. P.	Rs. P.	Rs. P.	Rs. P.		

C	C
No. of Vouchers.....	No. of Vouchers.....

Name of work for which the land has been acquired.....…….	Name of work for which the land has been acquired.....…….
No. and date of declaration in ..... Gazett, viz., No ..... Dated	No. and date of declaration in ..... Gazett, viz., No ..... Dated .....
Serial No.....in Award Statement No.....	Serial No.....in Award Statement No.....
Dated..	Dated.. .....
Name of Payee.....	Name of Payee.....
I..... of …… Parganah.....Zillah .....do hereby acknowledge to have received Rs.....on account of cost of land taken up by Government, as detailed on reverse.	I..... of …… Parganah.....Zillah .....do hereby acknowledge to have received Rs.....on account of cost of land taken up by Government, as detailed on reverse.
Signature of Payee……..	Signature of Payee……..
Locality……	Locality……..……
Note--The receipt should be in English, but when the Payee is unable to write in English he may give a receipt in the Vernacular.	Note--The receipt should be in English, but when the Payee is unable to write in English he may give a receipt in the Vernacular.
——	——
Reverse of Statement C	**Reverse of Statement C**
Details of land, & Cc. and their values	Details of land, & Cc. and their values
Mouza …….. Parganah ……Zillah ..... Land …… Bigha …… Cotta…….. Chuttak…….. Value…… Rupees …….. Paise…….	Mouza …….. Parganah ……Zillah ..... Land …… Bigha …… Cotta…….. Chuttak…….. Value…… Rupees …….. Paise…….

CC

Consolidated voucher for payment made during …….. 20… in accordance with Award Statement No. ……..……. dated…….. Tehsil ……. Mauza ……..

Serial No. in Award Statement	Name of Payee	Area of land	Amount of land	Signature of the Payee and date of payment
1	2	3	4	5

Paid in my presence in case/by cheque to the above person the total sum of rupees*…….Paise……..only.

*In word

dated ……20……

……..

signature of Officer

Contd….. Appendix-V

****

APPENDIX VI

(See paragraph 1032)

Licence Form for use of Railway Land for Oil Companies and other outside parties.

Memorandum of Agreement made this.....day of.....20..... Between the President of India acting through the.....of.....Railway (hereinafter called "the Administration") of the One Part and M/s.....hereinafter called "the Licensee" of the Other Part.

Whereby it is agreed as follows : --

1. The licensee shall have the use of the piece of Railway land described in the schedule hereunder written and delineated on the Plan No.....attached hereto and thereon coloured (hereinafter called the "said land") for the purpose of constructing and maintaining thereon subject to Petroleum Act, 1934 and rules framed thereunder and such other rules, regulations an bye-laws as may from time to time be made by or on behalf of the Administration or by or on behalf of any competent authority in relation to the.....and subject to further conditions herein mentioned.

It is an essential condition of this agreement that the license is given on the express understanding that the said land and the.....

Which the Licensee shall construct thereon shall be used solely for.....and that the use of the said land or the.....or conveniences constructed thereon for .....which have been carried by means other than a railway shall constitute a breach of this agreement and render it liable to immediate cancellation without notice, provided that in case of Strikes, Railway tie-ups breaches and the like and in case when the Administration is not in position to carry traffic for and from the Licensee's.....Installation of.....the licensee shall be at liberty with the previous permission of the Chief Operating Superintendent of.....Railway obtained in writing to carry his supplies for and from.....Installation by any other means available so long as the contingencies aforesaid shall continue.

2. The licensee shall within.....months from the date hereof erect on a part of the said land.....Installation at his cost. The said.....Installation shall be constructed in full accordance with the specifications and plans approved of and sanctioned by the Chief Inspector of Explosives in India and in accordance with the relative.....regulations in the State concerned.

3. Should the Licensee find it necessary to lay down sump pipe line for the conveyance of.....Between the Railway wagon siding and the area of the said land licensed for the.....installation the Railway land required for the said pipe line will be demised to the Licensee under the same terms and conditions as these for the installation, a nominal width of.....being taken when calculating the area occupied by such pipe line which area shall be entered in the schedule and shown separately from the installation area and charged at the same rate for .....sft. per annum Licensees pipes must be laid under ground and in such manner that wheeled vehicles can pass over them and no claim will be made by the licensee for any damage which may occur owing to vehicles passing over them.

The surface land may be used by the Administration or may be permitted to be used for any purpose and the licensee shall not be entitled to made any objection or claim any compensation on that account.

In the event of the licensee being terminated the conditions embodied in clause to hereof shall apply to the Licensee's.....thereto.

4. The licensee before proceeding to construct any..... Installation as aforesaid or any building or other structure or works in connection with the said and shall apply to the Administration with a detailed plan and elevation and full specification thereof signed by the Chief Inspector of Explosives in India in token of his approval of the proposed construction and conforming to all the requirements of the Indian Petroleum Act (xxx of 1934) and Petroleum Rules 1937 and its modifications or amendments and the rules made thereunder. The licensee shall further give any further information that the General Manager of the.....Railway may require and shall not construct such Petroleum Installation or any construction save and in accordance with such plan elevation and specifications or modifications thereof as have first been approved by the Administration or the office thereof authorised in this behalf.

5. The Licensee shall allow the General Manager or other Officers of the.....Railway. authorised in that behalf free access at all times to the said land to all tanks, buildings, works and conveniences of the Licensee thereon whether completed or in course of construction and the licensee shall whenever so requested by the said General Manager or the aforementioned officer forth with pull down, rebuild, replace or repair any part or parts of such tanks, buildings, works or conveniences which the said General Manager of the authorised officer may consider to be improperly situated or of defective design construction or materials or in want of repair. All such alterations, repairs and the like must not in any way infringe the requirements of the Petroleum Rules 1937.

6. To prevent detention of loaded bulk oil wagons at destinations the receptacle at a depot station must invariably be sufficiently emptied to be capable of receiving the equivalent of the capacity a Railway tank wagon before further supplies of bulk oil are booked to that department. No petroleum in bulk will be booked to any station unless a receptacle or tank is provided as in this clause provided.

7. The licensee shall pay to the Administration through Financial Adviser & Chief Accounts Officer.....Railway a license fee of Rs.....per annum in advance for the period extending from January to December provided that in the first instance, the Licensee shall pay the license fee at above mentioned rate from the date of the license enters on the said land pursuant to this agreement till the end of the calendar year and shall also duly pay a proportionate part of the yearly license fee for the broken period in the event of this license being terminated otherwise than at the end of the year land shall further duly pay all Cesses, rates and taxes payable as from the same date in respect of the said land and tanks buildings, works and conveniences of the licensee thereon for the time being and the proportion of all the cesses, rates and taxes of the station premises applicable to the said land, tanks, works and conveniences of the same be not separately assessed in respect thereof.

8. The Licensee shall not be entitled to assign mortgage sublet or transfer otherwise the privileges mentioned in clause. I thereof without previously obtaining the Consent in writing of the Administration.

No Petroleum shall be stored or placed in the said land except in tanks or other receptacles in conformity with the Petroleum rules.

No sale of Petroleum shall take place at any Depot without the consent of prescribed authorities in all cases where such consent is in law necessary. Such consent must be obtained by and at the cost of the licensee.

The licensee shall not use the said land or any part thereof or permit the same to be used for worship or religious or educational purposes or for any other purpose not specified in Clause I hereof.

In the event of a breach by the licensee of any of the terms or conditions herein contained all privileges conferred under this license shall absolutely cease and determine immediately and the Licensee shall not be entitled to any compensation whatsoever.

9. The licensee shall in particular strictly observe the following rules.

(1) No discharging of oil shall take place between sunset and sunrise.

(2) No smoking shall be allowed or naked flame permitted in the vicinity of discharging operations.

10. The said privileges mentioned in clause I hereof are granted on the express condition that either party will be at liberty to determine and put an end to this license without assigning any reasons by giving to the other party at any time three calendar month's notice in writing and after the expiry of the said period such privileges may be so determined by Administration without any claim for compensation whatsoever by the Licensee and the Licensee shall discontinue to use and shall yield and deliver up to the Administration the said land. The Petroleum Installation, buildings and other works erected by the Licensee, except such portion of the installation, building, and other works as may be taken over by the Administration on the terms to be mutually agreed upon between the Administration and the licensee, shall be pulled down and removed from the said land by the licensees at their own expense within two calendar months after the determination of this license. The Licensee shall within the said period two calendar months at their own expense restore to its former condition the said land forming the site thereof and if default be made therein the Administration will be entitled, after the expiry of the said period to carry out much of such pulling down, removal and restoration as the Licensee shall have failed to complete and to sell any materials and things so removed and in such a case all expenses incurred therein shall be paid by the Licensee to the Administration on demand and the proceeds of sale of any materials and things as aforesaid shall be retained by the Administration for satisfaction towards all sums that may be payable by the Licensee to the Administration in respect of this or any other agreement between the administration and the Licensee or otherwise.

11. Nothing herein contained shall be construed to create a tenancy in favour of the Licensee of the said land or to prejudice or affect the rights and powers of the Administration in and over and in relation to the said land and the use and enjoyment thereof and the exercise by the licensee of the liberties and license hereby granted shall in all respects be subject to the Control of the Administration which shall have full and absolute power from time to time to direct in what manner such liberties and licenses shall be exercised and enjoyed by the Licensees and as the Administration shall from time to time direct not to do or suffer or cause to be done or suffered in relation to the exercise of the said liberties and licence any thing that may be nuisance to the neighbourhood, or dangerous to the adjoining premises or to the servants or agents of the Administration or to any other person. All instructions given by the Administration under this Clause will be carried out by the Licensee.

12. The Administration may upon the determination of this license re-enter upon and retake and absolutely retain possession of the said land.

The licensee shall at all times keep the Administration indemnified against and shall reimburse to the Administration all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever which the administration may sustain or incur by reason or in consequence of any injury to any person or to any property resulting directly or indirectly from the explosion, combustion or leakage of any petroleum kept or placed by the licensee upon the said land or by reason or in consequence of the exercise by the licensee or his servant or agent of any of the liberties and license hereby granted or the non-observance or non-compliance on the part of the licensee, his servant and agent with any rule, regulation or bye-law referred to in clause I hereof. Further the Licensee shall not be entitled to any claim from the Administration in respect of any damage which he might sustain on account of fire or other causes howsoever arising.

13. The Licensee shall bear and pay all the cost of and incidental to be preparation, stamping, executing and registration of this agreement.

14. The licensee shall follow all rules and regulations of Municipal Law and all Other Laws, rules or regulations applicable to the constructions, maintenance of petrol pump or stores and for public safety. All taxes in respect of the said land or the petrol pump stores, buildings under the control of the licensee shall be paid by the Licensee.

15. Any notice to be served on the licensee shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Licensee at their registered office or last known place of business.

Any notice to be served by the Licensee on the Administration shall be deemed to be sufficiently served if delivered at the office or sent by registered post addressed to..... Railway.

Subject as otherwise provided in these presents all notices to be given on behalf of the Administration and all other actions to be taken on his behalf may be given or taken by.....Railway.

16. That the licensee shall forth with deposit with the Administration rupees.....security either in cash or furnish a guarantee in the form approved by the Administration of the State Bank of India or of a first class Bank of repute authorised by the Reserve Bank of India to issue guarantees for the due observance of the conditions of the license. The Administration shall be entitled to recover its unpaid dues from the said security deposit and the amount so recovered shall on demand be deposited by the licensee to complete the total amount of the security money. Any expense incurred in restoring the said land to its formal condition after the termination of this license shall also be recoverable from the security deposit and if the said security money is not sufficient to cover the expenses incurred by the Administration the balance amount shall be recoverable from the licensee through court or otherwise. No interest will be payable by the Administration on the security money.

17. That the license fee stipulated in this agreement is liable to be revised at any time at the discretion of the Administration after the service of six month's notice on the licensee of the Administration's intention to revise the license fee. The licensee shall be bound to pay the license fee at the revised rate, from the date mentioned in the above said notice.

18. That in case any dues of the Administration remain unpaid or are recovered from the security money, the Licensee shall be liable to pay interest to the Administration at the rate of ten per cent per annum for the period during which the money remains unpaid of the security remains below the stipulated amount, inspite of demand.

19. In the event of any question, dispute or difference arising under these presents or in connection therewith except as to any matters the decision on which is specially provided for by these presents, the same shall be referred to the sole arbitration of an officer appointed to be the arbitrator by the General Manager.....Railway. It will be no objection that the arbitrator is a Government servant, that he had to deal with the matters to which these presents relate or that in the course of this duties as a government servant he has expressed views on all or any of the matters in dispute of difference. The award of the arbitrator shall be final and binding on the parties to these presents.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for.....to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

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

Upon every and any such reference, the assessment of the costs of an incidental to the reference and the award respectively shall be in the discretion of the arbitrator. Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Schedule of..…….....Railway Land Licensed for use by M/s.....at.....Plan No.....Area of land licenced for use.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereunto the day and year first above written.

Signed for and on behalf of the President of India by

Shri.....
(name and designation)

in the presence of : --

1.....
2.....

For and on behalf of the President of India

Signed for and on behalf of.....

For and on behalf of.....

The Licensee' by Shri.....
(name and designation)

(Licensee)

in the presence of : --

1.....
2.....

****

APPENDIX VII

(See para 1049)

The Public Premises (Eviction of Unauthorised Occupants) Act, 1971 Extracts

Be it enacted by Parliament in the Twenty-second Year of the Republic of India as follows : --

1. Short title, extent and commencement.(1) This Act may be called the Public Premises (eviction of Unauthorised Occupants) Act, 1971.

(2) It extends to the whole of India.

(3) It Shall be deemed to have come into force on the 16th day of September, 1958 except sections 11, 19 and 20 which shall come into force at once.

2. Definitions. In this Act, unless the context otherwise requires.--

(i) any company or Corporation referred to in sub-clause (1), or

(ii) the Corporation or any committee or the Authority referred to in sub-clause (2) of clause (e) of this section;

(b) "estate officer" means an officer appointed as such by the Central Government under section 3;

(c) "premises" means any land or any building or part of a building and includes,

(i) the garden, grounds and out houses, if any appertaining to such building, or part of a building, and

(ii) any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof;

(d) “`prescribed" means prescribed by rules made under this Act;

(e) "public premises" means any premises belonging to or taken on lease or requisitioned by, on or behalf of, the Central Government, and includes.

(1) any premises belonging to, or taken in lease by, or on behalf of

(i) any company as defined in section 3 of the Companies Act, 1956 in which not less than fifty one per cents of the paid-up share capital is held by the Central Government; and

(ii) any Corporation (not being a company as defined in section 3 of the Companies Act, 1956 or a local authority) established by or under a Central Act and owned or controlled by the Central Government; and

(2) in relation to the Union Territory of Delhi.

(i) any premises belonging to the Municipal Corporation of Delhi or any municipal committee of notified area committee, and

(ii) any premises belonging to the Delhi Development Authority whether such premises are in the possession of or leased out by, the said Authority;

(f) "rent" in relation to any premises, means the consideration payable periodically for the authorised occupation of the premises, and includes.

(i) any charge for electricity, water or any other services in connection with the occupation of the premises.

(ii) any tax (by whatever name called) payable in respect of the premises, where such charge or tax is payable by the Central Government or the corporate authority;

(g) "unauthorised occupation," in relation to any public premises, means the occupation by any person of the public premises without authority for such occupation, and includes the continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever.

3. Appointment of estate officers.-The Central Government may, by notification in the Official Gazette:

(a) appoint such persons, being gazetted officers of Government or officers of equivalent rank of the corporate authority, as it thinks fit, to be estate officers for the purposes of this Act; and

(b) define the local limits within which, or the categories of public premises in respect of which, the estate officers shall exercise the powers conferred, and perform the duties imposes, on estate officers by or under this Act.

4. Issue of notice to show cause against order of eviction.(1) If the estate officers is of opinion that any person in unauthorised occupation of any public premises and that they should be evicted, the estate officer shall issue in the manner hereinafter provided a notice in writing calling upon all persons concerned to show cause why an order of eviction should not be made.

(2) The notice shall

(a) specify the grounds on which the order of eviction is purposed to be made; and

(b) require all persons concerned, that is to say, all persons who are, or may, in occupation of, or claim interest in the public premises, to show cause, if any, against the proposed order on or before such date as is specified in the notice, being a date not earlier than ten days from the date of issue thereof.

(3) The estate officer shall cause the notice to be served by have it affixed on the outer door or some other conspicuous part of the public premises, and in such other manner as may be prescribed whereupon the notice shall be deemed to have duly given to all persons concerned.

(4) Where the estate officer knows or has reasons to believe that any persons are in occupation of the public premises, then, without prejudice to the provisions of sub-section (3), he shall cause a copy of

the notice to be served on every such person by post or by delivering or tendering it to that person on in such other manner as may be prescribed.

5. Eviction of Unauthorised occupants.(1) If, after considering the cause, if any, shown by any person in pursuance of a notice under section 4 and any evidence he may produce in support of the same and after giving him a reasonable opportunity of being heard, the estate officer is satisfied that the public premises are in unauthorised occupation, the estate officer may maker an order of eviction, for reasons, to be recorded therein, directing that the public premises shall be vacated, on such date as may be specified in the order, by all persons who may be in occupation thereof of any part thereof, and cause a copy of the order to be affixed on the outer door or some other conspicuous part of the public premises.

(2) If any person refused or fails to comply with the order of eviction within thirty days of the date of its publication under sub-section (1), the estate officer or any other officer duly authorised by the estate officer in this behalf may evict that person from, and take possession of the public premises and may, for that purpose, use such force as may be necessary.

6. Disposal of property left on public premises by unauthorised occupants.(1) Where any persons have been evicted from any public premises under section 5, the estate officer may, after giving fourteen days notice to the persons from whom possession of the public premises has been taken and after publishing the notice in at least one newspaper having circulation in the locality, remove or cause to be removed or dispose of by public auction any property remaining on such premises.

(2) Where any property is sold under sub-section (1), the sale proceeds thereof shall, after deducting the expenses of the sale and the amount, if any, due to the Central Government or the corporate authority on account of arrears of rent or damages or costs be paid to such person or persons as may appear to the estate officer to be entitled to the same :

Provided that where the estate officer is unable to decide as to the person or persons to whom the balance of the amount is payable or as to the apportionment of the same, he may refer such dispute to the civil court of competent jurisdiction and the decision of the court thereon shall be final.

7. Power to require payment of rent or damages in respect of public premises.(1) Where any person is in arrears of rent payable in respect of any public premises, the estate officer may, by order, require that person to pay the same within such time and in such instalments as may be specified in the order.

(2) Where any person is, or has at any time been, in unauthorised occupation of any public premises, the estate officer may having regard to such principles of assessment of damages as may be prescribed, assess the damages on account of the use and occupation of such premises and may, by order, require that person to pay the damages within such time and in such instalments as may be specified in the order.

(3) No order under sub-section (1) or sub-section (2) shall be made against any person until after the issue of a notice in writing to the person calling upon him to show cause within such time as may be specified in the notice, why such order should not be made, and until his objection, if any, and any evidence he may produce in support of the same, have been considered by the estate officer.

8. Powers of estates officers. An estate officer shall, for the purpose of holding any inquiry under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908, when trying a suit in respect of the following matters, namely :

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

(c) any other matter which may be prescribed.

9. Appeals.(1) An appeal shall lie from every order of the estate officer made in respect of any public premises under section 5 or section 7 to an appellate officer who shall be the district judge of the district in which the public premises are situated or such other judicial officer in that district of not less than ten years' standing as the district judge may designate in this behalf.

(2) An appeal under sub-section (1) shall be preferred.

(a) In the case of an appeal from an order under section 5 within fifteen days from the date of publication of the order under sub-section (1) of that section; and

(b) In the case of an appeal from an order under section, 7, within fifteen days from the date on which the order is communicated to the appellant.

Provided that the appellate officer may entertain the appeal after the expiry of the said period of fifteen days, if he is satisfied that the appellant was prevented by sufficient cause from filing the appeal in time.

(3) Where an appeal is preferred from an order of the estate officer, the appellate officer may stay the enforcement of that order for such period and on such conditions as he deems fit.

(4) Every appeal under this section shall be disposed of by the appellate officer as expeditiously as possible.

(5) The costs of any appeal under this section shall be on the discretion of the appellate officer.

(6) For the purpose of this section, a presidency-town shall be deemed to be a district and the Chief Judge or the principal judge of the city civil court therein shall be deemed to be the district judge of the district.

10. Finality of Orders. Save as otherwise expressly provided in this Act, every order made by an estate officer or appellate officer under this Act, shall be final and shall not be called in question in any original suit, application or execution proceeding and no injunction shall be granted by any court or other authority in respect of any authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act.

11. Offences and penalty.(1) If any person who has been evicted from any public premises under the Act again occupies the premises without authority for such occupation he shall be punishable with imprisonment for a term which may extend to one year, or with fine which may extend to one thousand rupees, or with both.

(2) Any magistrate convicting a person under sub-section (1) may make an order for evicting that person summarily and he shall be liable to such eviction without prejudice to any other action that may be taken against him under this Act.

12. Power to obtain information. If the estate officer has reason to believe that any persons are in unauthorised occupation of any public premises, the estate officer or any other officer authorised by him in this behalf may require those persons or any other person to furnish information relating to the

names and other particulars of the persons in occupation of the public premises and every person so required shall be bound to furnish the information in his possession.

13. Liability of heirs and legal representatives.(1) Where any person against whom any proceeding for the determination of arrears of rent or for the assessment of damages is to be or has been taken dies before the proceeding is taken or during the pendency thereof the proceeding may be taken or as the case may be, continued against the heirs or legal representatives of that person.

(2) Any amount due to the Central Government or the corporate authority from any person whether by way of arrears of rent or damages or costs shall, after the death of the person, be payable by his heirs or legal representatives but their liability shall be limited to the extend of the assets of the deceased in their hands.

14. Recovery of rent, etc. as an arrear of land revenue.-If any person refuses or fails to pay the arrears of rent payable under section (1) of section 7 or the damages payable under sub-section (2) of that section or the costs awarded to the Central Government of the corporate authority under sub-section (5) of section 9 or any portion of such rent, damages or costs, within the time, if any, specified therefor in the order relating thereto, the estate officer may issue a certificate for the amount due to the Collector who shall proceed to recover the same as an arrear of land revenue.

15. Bar of Jurisdiction.-No court shall have jurisdiction to entertain any suit or proceeding in respect of the eviction of any person who is in unauthorised occupation of any public premises or the recovery of the arrears of rent payable under sub-section (1) of section 7 of the damages payable under sub-section (2) of that section or the costs awarded to the Central Government or the corporate authority under sub-section (5) of section 9 or and portion such rent, damages or costs.

16. Protection of action taken in good faith.-No suit, prosecution or other legal proceeding shall lie against the Central Government or the corporate authority or the appellate officer or the estate officer in respect of anything which is in good faith done or intended to be done in pursuance of this Act or of any rules or orders made thereunder.

17. Delegation of powers.-The Central Government may, by notification in the Official Gazette, direct that any power exercisable by it under this Act shall, subject to such conditions, if any as may be specified in the notification, be exercisable also by a State Government or an officer of the State Government.

18. Powers to make rules.-(1) The Central Government may, by notification in the Official Gazette, make rules for carrying out the purposes of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters namely : --

(a) the form of any notice required or authorised to be given under this Act and the manner in which it may be served;

(b) the holding of inquiries under this Act;

(c) the distribution and allocation of work to estate officers and the transfer of any proceeding pending before an estate officer to another estate officer;

(d) the procedure to be followed in taking possession of public premises;

(e) the manner in which damages for unauthorised occupation may be assessed and the principles which may be taken into account in assessing such damages;

(f) the manner in which appeals may be preferred and the procedure to be followed in appeals;

(g) any other matter which has to be or may be prescribed.

(3) Every rule made under this section shall be laid, as soon as may be after it is made, before each House of Parliament while it is in session for a total period of thirty days which may be comprised in one session or in two successive sessions, and if before the expiry of the session in which it is so laid or the session immediately following, both House agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

19. Repeal 32 of 1958.-The Public Premises (Eviction of Unauthorised Occupants) Act, 1958 is hereby repealed.

20. Validation 32 of 1958. Notwithstanding any judgement, decree or order of any court, anything done or any action taken (including rules or orders made, notices issued, evictions ordered or effected, damages assessed, rents or damages or costs recovered and proceedings initiated) or purported to have been done or taken under the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (hereafter in this section referred to as the 1958-Act) shall be deemed to be as valid and effective as if such thing or action was done or taken under the corresponding provisions of this Act which, under sub-section (3) of section 1 shall be deemed to have come into force on the 16th of September, 1958, and accordingly.

(a) no suit or other legal proceeding shall be maintained or continued in any court for the refund of any rent or damages or costs recovered under the 1058-Act where such refund has been claimed merely on the ground that the said Act has been declared to be unconstitutional and void; and.

(b) no court shall enforce a decree or order direction the refund of any rent or damages or costs recovered under the 1958-Act merely on the ground that the said Act has been declared to be unconstitutional and void.

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APPENDIX VIII

Forms of notices or orders to be used under the Public Premises

(Eviction of Unauthorised Occupants) Act, 1971

(See para 1050)

FORM "A"

Form of notice under sub-section (1) of section 4 of the Public Premises

(Eviction of Unauthorised Occupants) Act, 1971.

To,

Shri/Shrimati/

Kumari.....

.....

Whereas I, the undersigned, am of opinion, on the grounds specified below, that you are in unauthorised occupation of the public premises mentioned in the Schedule below and that you should be evicted from the said premises;

Grounds

Now, therefore, in pursuance of sub-section (1) of section 4 of the Act I hereby call upon you to show cause on or before the*.....why such an order of eviction should not be made.

SCHEDULE

Date..... *Signature and Seal of the Estate Officer*

*(This date should be a date not earlier than ten days from the date of issue of the notice.)

FORM "B"

Order under sub-section (1) of section 5 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

Whereas I, the undersigned, am satisfied for the reason recorded below that Shri/Shrimati/Kumari.....is/are in unauthorised occupation of the public premises specified in the Schedule below,

Reasons

Now, therefore, in exercise of the powers conferred on me under sub-section (1) of section 5 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby order the said

Shri/Shrimati/Kumari.....and all persons who may be in occupation of the said premises or any part therof to vacate the said premises within thirty days of the date of publication of this order. In the event of refusal or to comply with this order within the period specified above, the said Shri/Shrimati/ Kumari.....and all other persons concerned are liable to be evicted from the said permises, if need be, by use of such force as may be necessary.

SCHEDULE

Date.....…….. *Signature and Seal of the Estate Officer*

FORM "C"
Form of notice under sub-section (1) of section 6 of the Public Premises (Eviction of unauthorised Occupants) Act, 1971

Shri/Shrimati/Kumari.....
.....

Whereas on the.....you were evicted from the public premises described in the Schedule below which was unauthorisedly occupied by you.

Now, therefore, in exercise of the powers conferred on me by sub-section (1) of section 6 of the Act, I hereby give you notice that after fourteen days of the service of this notice on you, any property remaining on the said premises will be liable to be removed or disposed of by public auction. In case you desire to take possession of your property and to remove the same from the said premises, you will be permitted to do so on written authority from the undersigned provided any arrears of rent/damages/ costs due from you are paid within the said period of fourteen days.

SCHEDULE

Date..... *Signature and Seal of the Estate Officer*

FORM "D"

Notice under sub-section (3) of Section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

To

Shri/Shrimati/Kumari.....
.....

Whereas you are/were in occupation of the public premises described in the Schedule below : --

And whereas a sum of Rs.....being the arrears of rent from the .....
.....day of.....200 , upto the.....day of..... 200 , (both days inclusive) in respect of the said permises is due and payable by you and to the Government.

Now, therefore, in pursuance of sub-section (3) of section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act,1971, I hereby call upon you to show cause on or before the..... .....why an order requiring you to pay the said arrears of rent should not be made.

SCHEDULE

Date..... Signature and Seal of the Estate Officer

FORM "E"

Form of order under sub-section (1) of section 7 of the Public premises (Eviction of Unauthorised Occupants) Act, 1971.

To

Shri/Shrimati/Kumari.....
.....

Whereas you are/were in occupation of the public premises described in the Scheduled below : --

And whereas, by a written notice dated.....you were called upon to show cause on or before.....why an order requiring you to pay a sum of Rs.....being the rent payable in respect of the said premises should not be made.

And, whereas, I have considered your objections and/or the evidence produced by you :

And whereas you have not made any objection or produced any evidence before the said date.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby require you to pay the sum of Rs..... .....(Rupees.....) as follows :

In case the said sum is not paid within the said period or in the said manner, it will be recovered as an arrear of land revenue.

SCHEDULE

Date..... Signature and Seal of the Estate Officer

FORM "F"
Notice under sub-section (3) of section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To

Shri/Shrimati/Kumari.....
.....

Whereas I, the undersigned, am satisfied that you are/were in unauthorised occupation of the public premises mentioned in Schedule I below : -

And, whereas, in exercise of the powers conferred on me by sub-section (2) of section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I consider the damages amounting to Rs.....are due for the period(s) and at the rate(s) shown in Schedule II below, on account of unauthorised use and occupation of the said premises;

Now, therefore, under the provisions of sub-section (3) of section 7 of the Act, I hereby, call upon you to show cause on or before the.....why an order requiring you to pay the said damages should not be made.

SCHEDULE I

SCHEDULE II

Date..... Signature and Seal of the Estate Officer

FORM "G"

Form of order under sub-section (2) of section 7 of the Public Premises, (Eviction of Unauthorised Occupants) Act, 1971

To

Shri/Shrimati/Kumari.....
.....

Whereas I, the undersigned, am satisfied that you are/were in unauthorised occupation of the public premises mentioned in Schedule I below:

And whereas by a written notice dated.....you were called upon show cause on or before the .....why an order requiring you to pay damages of Rs.....for unauthorised use and occupation of the said premises should not be made;

And, whereas, I have considered your objections and/or the evidence produced by you :

And whereas you have not made any objection or produced any evidence before the said date.

Now, therefore, in exercise of the powers conferred on me by sub-section (2) of section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971, I hereby order you to pay the sum of Rs.....assessed by me as damages on account of your unauthorised occupation of the said premises within.....months in equal instalments of Rs.....

In the event of your refusal or failure to pay the damages or any instalment thereof within the said period or in the manner aforesaid the amount will be recovered as an arrear of land revenue.

SCHEDULE

Date..... Signature and Seal of the Estate Officer

FORM "H"

Form of Order under section 12 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To

Shri/Shrimati/Kumari.....

.....

Whereas,there are reasons to believe that certain persons are in unauthorised occupation of the public premises described in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by section 12 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 read with the notification of the Estate Officer.....
I hereby require you to furnish the information in the form specified in Schedule II hereto annexed on or before.....

SCHEDULE I

SCHEDULE II

Date..... *Signature and Seal of the Estate Officer*
or the Signature of the Officer
authorised by the Estate Officer

Note.-Failure to comply with this order is an offence under the Indian Penal Code.

FORM "I"

Certified under section 14 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 from the Estate Officer to the Collector.....
This is to certify that the amount of Rs.....is due to the Central Government from Shri.....resident of.....on account of rent/damages/cost of appeal.

In pursuance of section 14 of the Public Premises (Eviction of Unauthorised Occupants) Act,1971, I.....estate officer, request you to proceed to recover the same as an arrear of land revenue.

FORM "J"

Notice under sub-section (2) of section 13 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971

To

Shri/Shrimati/Kumari.....

Whereas Shri.....(now deceased) was in occupation/unauthorised occupation of the public premises described in the Schedule below :

And whereas the amount of Rs.....being arrears of rent/damages from the.....day of..... ,upto the.....day of.....in respect of the said premises had become due and payable by the said Shri.....to the Government:

And whereas you are the heir/legal representative of the deceased, Shri.....

Now, therefore, in pursuance of sub-section (2) of section 13 of the Act, I hereby call upon you to show cause on or before the.....why an order requiring you to pay the said arrears of rent/damages should not be made against you.

SCHEDULE

Date..... *Signature and Seal of the Estate Officer*

****

APPENDIX IX

(See Para 1466)

RULES FOR THE WORKING OF BALLAST TRAINS

1. Definition.-A ballast train is a train intended for the carriage of ballast, stone, material or fuel when picked up or put down either between stations or within station limits. It will be composed of an engine, some vehicles and a brakevan.

2. Use of Ballast Trains-. Ballast trains should be used only for complete trains loads, smaller consignments in connection with engineering works being dispatched by traffic trains under railway materials consignment notes.

3. Engineering materials required for `'Deposit Works" (see para 1843) and Contractors materials should not, as a rule be transported by ballast trains. In the rare cases where, in the interest of the works concerned, ballast trains are used for the carriage of such materials, freight charges calculated at the rate applicable to the public should be charged to the works or to the Contractors as the case may be.

4. Supply of Vehicles and Power.-The supply of vehicles and power for ballast trains will be regulated by such rules as may be prescribed by the General Manager of the railway. The rules made by the General Manager in this respect should *inter alia* provide:

(i) how ballast trains should be requisitioned and obtained by the Engineering Department,

(ii) how the crew required for working the ballast trains should be obtained,

(iii) what pay and running allowances are admissible to the ballast train crew and how such pay and allowances are to be billed for,

(iv) what charges should be levied for the hire of engine and vehicles;

(v) where the ballast train should be stabled and who should take charge of it when no longer required by the Divisional Engineer or Assistant Engineer, and

(vi) how damages and deficiencies pertaining to vehicles while in the charge of the Engineering Department should be assessed and dealt with.

5. Ballast Train Guards and Drivers should work directly under the orders of the Divisional Engineer or the Assistant Engineer by whom the services of the ballast train have been commissioned the time being. The guard of a ballast trains should submit a daily report of the work done by the ballast trains to the officer under whom he is working.

6. Ballast Train Challans.-All materials carried in Ballast train should be recorded in ballast train challans in accordance with the procedure laid down in para 1332.

7. Efficiency of Ballast Train Working.-The Assistant Engineer is responsible for its expeditious and economical working. He should, therefore, personally supervise its working and make it a practice to accompany it, from time to time with a view not only in overcome unnecessary detentions to it but also to check the measurements of work done by it. The journal of duties performed by the

ballast train guard should also be checked with a view to locating delays to ballast trains at stations and taking remedial measures for avoidance of such delays.

8. Precautions to be taken by Guards and Drivers of Ballast Trains.-Guards of ballast trains should remain in charge of their trains for long as the labour are in the trucks or any shunting is to be done. They should be specially careful to see that the labour are seated on the floor of the trucks while shunting is being carried on. They are responsible for seeing that no labour take rest or shelter beneath vehicles or close alongside the track. Before a ballast train is moved, the driver should give two clear whistles at an interval of half a minute as a warning to labourers that the train is about to move.

9. Working of Ballast Trains.-Ballast trains should be worked in accordance with the rules prescribed in this connection in the "General Rules for Indian Railways" and the Subsidiary Rules of individual railways.

10. Daily Reports of Labour.-In cases where the contract for the working of ballast trains provides for the employment of minimum number of labourers, a daily report as prescribed in para 1312 should be called for and kept on record in the office of the Assistant Engineer.

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APPENDIX X

Railway owned stone or ballast quarries Extract of important Rules and Regulations

(See paras 1855 to 1861)

1. Definition of owner of mine according the Mines Act, 1952 (Refer para 1856).--"Owner" when used in relation to a mine, means any person who is the immediate proprietor or lessee or occupier of the mine or of any part thereof and in the case or a mine the business whereof is being carried on by a liquidator or receiver, such liquidator or receiver (and in the case of a mine owned by a company, the business whereof is being carried on by a Managing Agent such Managing Agent) but does not include a person who merely receives a royalty, rent or fine from the mine, or is merely the proprietor of the mine, subject to any lease, grant or licence for the working thereof, or is merely the owner of the soil and not interested in the minerals of the mine, but any contractor for the working of a mine or any part thereof shall be subject to this Act in the like manner as if he were an owner but not so as to exempt the owner from any liability.

2. **Section 76 of Mines Act, 1952 (Refer para 1856).--**Where the owner of a mine is a firm or other association of individuals, all, or any of the partners or members thereof or where the owner of a mine is a company, all or any of the directors thereof or where the owner of a mine is a Government or any local authority, all or any of the officers or persons or persons authorised by such Government or local authority, as the case may be, to manage the affairs of the mine may be prosecuted and punished under this Act for any offence for which the owner of a mine, is punishable.

Provided that where a firm, association or company has given notice in writing to the Chief Inspector that it has nominated

(a) in the case of a firm, any of its partners.

(b) in the case of an association, any of its members.

(c) in the case of a company, any of its directors.

Who is resident in each case, in any place to which this Act extends and who is in each case either in fact in charge of the management of or holds the largest number of shares in, such firm association or company, to assume the responsibility of the owner of the mine for the purposes of this Act, such partner, member or director, as the case may be shall, so long as he continues to so reside and be in charge or hold the largest number of shares as aforesaid, be deemed to be the owner of the mine for the purposes of this Act unless a notice in writing cancelling his nomination or stating that he has ceased to be a partner, member or director, as the case may be, is received by the Chief Inspector.

3. Section 83 of Mines Act, 1952 (Refer para 1857).--(1) The Central Government may, by notification in the Official Gazette, exempt either absolutely or subject to any specified conditions any local area or any mine or group or class of mines of any part of a mine or any class of persons from the operation of all or any of the provisions of this Act;

Provided that no local area or mine or group or class of mines shall be exempted from the provisions of section 45 unless it is also exempted from the operation of all the other provisions of this Act.

(2) The Central Government may by general or special order and subject to, such restrictions as it may think fit to impose, authorise the Chief Inspector or any other authority to exempt, subject to any specified conditions, any mine or part thereof from the operation of any of the provisions of the regulations or rules under this Act if the Chief Inspector or such authority is of opinion that the conditions in any mine or part thereof are such as to render compliance with such provision necessary or impracticable.

4. Extracts from "The Metalliferous Mines Regulations, 1961"(Refer para 1857).

Regulation 34. Qualifications and appointment of managers.(1) (a) No mine shall be opened, worked or re-opened unless there is a manager of the mine, being a person duly appointed and having such qualifications as are required by these regulations.

(b) No person shall act or be employed as a Manager unless he is 26 years of age and is paid by and is directly answerable to, the owner or agent of the mine.

(2) Except as hereinafter provided in sub-regulation (6) and subject to the provisions of sub-regulation (3), no Manager of a mine or mines the average employment of which corresponds to the figures given in column (i) of the table below unless he holds the corresponding qualifications given in column (ii) thereof : --

(a) In excess of 150 in working below ground, or of 400 in all in the mine.	A First Class Manager's certificate.
(b) In excess of 75 but not exceeding 150 in working below ground, or in excess of 150 but not exceeding 400 in all in the mine.	A First or Second Class Manager's certificate.
(c) In any other case.	A First or Second Class Manager's certificate or a Manager's permit granted under sub-regulation (5)

Provided that no person shall act or continue to act, or be appointed, as manager of a mine or mines where work is being carried on by a system of deep-hole blasting and/or with the help of heavy machinery for the digging excavation and removal, etc., of earth, stone, mineral or other material unless he holds a First Class Manager's certificate.

Provided further that where special conditions exist, the Chief Inspector may, by an order in writing, direct that in the case of any mine such as is referred to in clause (b) of the table the manager thereof shall be the holder of a First Class Manager's Certificate, and that in the case of any such mine as is referred to in clause (c) of the table the Manager thereof shall be the holder of a First or Second Class Manager's Certificate.

Provided further that if any mine undertaking consists of two or more separate mine and if, in the opinion of the Chief Inspector they are not sufficiently near to one another to permit of daily personal supervision being exercised by one manager. he may, by an order in writing, require the appointment of a separate manager for such mines.

(3) Where under the provisions of sub-regulation (2), a person holding a First or Second Class Manager's Certificate has been appointed as manager, a person holding lower qualifications shall not, except with the previous permission in writing of the Chief Inspector and subject to such condition as he

may specify therein, be so appointed during the succeeding twelve months, notwithstanding any reduction in the average employment of the mine.

(4) No person shall act, or be appointed as manager of more than one mine except with the previous permission in writing of the Chief Inspector and subject to such conditions as he may specify therein. No such permission shall have effect for a period exceeding 12 months, unless renewed. The Chief Inspector may at any time, by an order in writing, vary or revoke any such permission if the circumstances under which the permission was granted have altered or the Chief Inspector finds that the manager has not been able to exercise effective supervision in the mine under his charge.

(5) (a) The Chief Inspector, may after holding such examination as he may deem necessary and subject to such conditions as he may specify, grant to any person holding a Foreman's Certificate, a permit (in these regulations referred to as a Manager's Permit) authorising such persons to act as the manager of any specified mine, the average employment of which does not exceed 75 in workings below ground or 150 in all in the mine.

(b) A Manager's Permit shall be valid only for such period not exceeding 12 months, as may be specified therein. The Chief Inspector may renew any Manager's Permit for further periods not exceeding 12 months at a time.

(c) A fee of Rs.10 shall be payable in respect of every application for the grant of a Manager's Permit. No fee shall be charged for renewal thereof.

(d) The Chief Inspector may, after giving the holder of a Manager's Permit an opportunity to make his representation, by an order in writing, cancel his permit.

(6) The Chief Inspector may, by an order in writing and subject to such conditions as he may specify therein, authorise any person whom he may consider competent, to act as manager of any mine or mines for a specified period, notwithstanding that such person does not possess the qualifications prescribed in that behalf by sub-regulation (2), and may be a like order revoke any such authority at any time.

(7) (a) Whereby reason of absence or for any other reason, the manager is unable to exercise daily personal supervision or is unable to perform his duties under the Act and under these regulations and orders made thereunder, the owner, agent or manager shall authorise in writing a person whom he considers competent to act as manager of the mine :-

Provided that:-

(i) such person holds a Manager's or Foreman's Certificate;

(ii) no such authorisation shall have effect for a period in excess of 30 days, except with the previous consent in writing of the Chief Inspector and subject to such conditions ashe may specify therein; nor without a like consent shall a second authorisation be made to take effect upon the expiry of the first. The Chief Inspector shall not permit any such authorisation to extend over a period exceeding 60 days unless the person holds qualifications specified in sub-regulation(2);

(iii) the owner, agent or manager, as the case may be, shall forthwith send by registered post to the Chief Inspector and the regional inspector a written notice intimating that such an authorisation has been made, and stating the reason for the authorisation, the qualifications

and experience of the person authorised, and the date of the commencement and ending of the authorisation; and

(iv) the Chief Inspector or the Regional Inspector may, except in the case of a person possessing qualifications specified in sub-regulation (2) by an order in writing, revoke any authority so granted.

(b) The person so authorised shall during the period of such authorisation have the same responsibility, discharge the same duties, and be subject to the same liabilities as the manager.

(8) (a) No Manager shall vacate his office without giving due notice in writing to the owner or agent at least 30 days before the day on which he wishes to vacate his office;

Provided that the owner or agent may permit the manager to vacate his office after giving a shorter notice.

(b) No owner or agent shall transfer, discharge or dismiss a manager unless the manager has been relieved by a duly qualified person as prescribed under sub-regulation (2);

(c) Nothing in sub-regulation (7) shall confer on the owner, agent or manager the right to authorise during any period of such notice, any person not duly qualified to manage the mine under sub- regulation (2), to act as the manager except in case of illness or other causes over which the manager has no control, or with the previous written permission of the Chief Inspector and under such conditions as he may specify therein.

(d) A copy of every such notice and authorisation shall forthwith be sent to the Chief Inspector and to the regional Inspector by registered post.

(9) (a) The owner or agent shall provide suitable residential accommodation for the manager, the assistant manager and the underground manager within a distance of three miles from all mine openings, and every manager, assistance manager and underground manager shall reside in the accommodation so provided :-

Provided that where special difficulties exist which render compliance with these provisions not reasonably practicable, the Chief Inspector may, by an order in writing and subject to such conditions as he may specify therein, grant exemption from the same.

(b) No manager shall be entrusted by the owner or agent with any work nor shall he himself perform any work, which will necessitate his frequent or prolonged absence from the mine.

(c) If any dispute arises as to any matter referred to in the foregoing clauses of this sub-regulation, it shall be referred to the Chief Inspector for decision.

(10) No manager shall act as agent or assistant manager or underground manager or in any other supervisory capacity in another mine.

Regulation 115. *Fencing and gates.*(1) (a) Unless otherwise permitted by the Chief Inspector by an order in writing and subject to such conditions as he may specify therein, the top of every opencast working shall be kept securely fenced.

(b) Where an excavation which has been formed as a result of any mining operation extends within a distance of 15 metres from a public road or any building, substantial fencing shall be erected and maintained around the excavation.

(c) Where as a result of mining operations, a subsidence of the surface has taken place or is likely to take place and persons are likely to be endangered thereby, the owner, agent or manager shall keep the entire surface area securely and effectively fenced.

(2) Every entrance to a shaft, winze, ore-pass chute, sump,stope or other dangerous place shall be provided with an efficient fence barrier or gate so designed and constructed as to effectively prevent any person from entering or falling therein.

(3) Where a shaft, winze-rise, chute, ore-pass or stope leads directly into a working place or travelling roadway, such place or roadway and any working place situated on its dip side, shall be securely guarded or otherwise protected as to prevent danger to persons from falling materials.

(4) Every entrance from a roadway in a mine to a part or the mine which, for the time being is neither being worked nor being used for any purpose, by reasons of any cause whatsoever, shall be provided with a fence, barrier or late so designed and constructed as to prevent any persons from inadvertently entering that part of the mine.

(5) (a) Shafts and opencast workings temporarily or permanently out of use and any place in or about excavation which is dangerous, shall be completely filled in or kept securely fenced.

Provided that if in the opinion of the regional inspector, any disused trench, pit or other excavation is dangerous he may by an order in writing require the same to be filled in to the level of the adjacent ground.

(b) Before a mine is abandoned or the working thereof discontinued, the owner, agent or manager shall cause the top or entrance of every shaft, incline or other opening into the mine to be fenced by a structure of permanent character sufficient to effectively prevent persons falling into or entering the same.

Regulation 182-- Use, supply and maintenance of protective footwear :--

(1) No person shall go into, or work in, or be allowed to go into, or work in, a mine unless he wears a protective footwear of such type as may be approved by the Chief Inspector by a general or special order in writing.

(2) The protective footwear referred to in sub-regulation (i) shall be supplied free of charge, at intervals not exceeding six months, by the owner, agent or manager of a mine, who shall at all times maintain a sufficient stock thereof in order to ensure immediate supply as and when need for the same arises. Where a protective footwear is provided otherwise than as aforesaid, the supply shall be made on payment of full cost.

(3) The owner, agent or manager of a mine shall provide at suitable places in the mine dubbing and revolving brushes or make other suitable alternative arrangements for the cleaning of protective footwear by the persons using them. It shall, however, be the responsibility of the person supplied with the protective footwear to arrange the repair of the same at his own cost.

182A. Use and supply of helmet--(1) No person shall go into, or work in, or be allowed to go into, or work in, a mine, other than the precincts of a mine occupied by an office building canteen,

crèche, rest shelter, first-aid room or any other building of a similar type, unless he wears a helmet of such type as may be approved by the Chief Inspector by a general or special order in writing.

Provided that where the Chief Inspector is of the opinion that due to special circumstances it is not necessary or reasonably practicable for any person or class of persons going into, or working in, a mine to wear a helmet he may, by a general or special order in writing and subject to such conditions he may specify therein, exempt such persons or class of persons, from the operation of the provisions of this sub-regulation.

(2) The helmet referred to in sub-regulation (i) shall be supplied free of charge, at intervals not exceeding three years or such other interval as the Chief Inspector may specify by a general or special order in writing, by the owner, agent or manager of a mine, who shall at all times maintain a sufficient stock thereof in order to ensure immediate supply as and when need for the same arises.

Provided that when a helmet is accidentally damaged during legitimate use, the owner, agent or manager shall immediately replace the damaged helmet free of cost.

(3) Where a helmet is provided otherwise than as aforesaid, the supply shall be made on payment of full cost.

182B. Supply of other protective equipment-(1) Where it appears to the Regional Inspector or the Chief Inspector that any person or class of persons employed in a mine is exposed to undue hazard by reason of the nature of his employment, he may by a general or special order in writing, require the owner, agent or manager of the mine to supply to such person or class of persons, free of charge glove's, goggles, shinguards, or such other protective equipment as may be specified in the order.

(2) The protective equipment provided under sub-regulation (i) shall be replaced free of charge by the owner, agent or manager whenever it is rendered unserviceable by legitimate use. In any other event the replacement shall be made on payment of full cost.

(3) If any dispute arises as to the life of any protective equipment, it shall be referred to the Chief Inspector for decision.

182C. Obligation of persons provided with protective equipment--Whenever any person is supplied by the owner, agent or manager of a mine with any protective equipment, he shall use the same while doing the work for which he is supplied with such protective equipment.

(5) Extract front "The Mines Rules, 1955" (Refer Para 1857)

Rule 40 Arrangements for training persons in first-aid etc.--

(1) It shall be the duty of the owner, agent or manager of a mine to see that adequate and suitable arrangements are made for the training of persons in first-aid and the provision of such equipment as is prescribed in these rules.

(2) (a) It shall be the duty of the owner, agent or manager to see that adequate and suitable arrangements are made for the speedy removal from the mine to a dispensary or hospital of persons employed in the mine who while on duty suffers from serious bodily injury or illness of a serious nature.

(b) Unless otherwise approved by an order in writing of the Chief Inspector and subject to such conditions as may be specified therein, the arrangements for the purpose of clause (a) shall be by means of a proper ambulance van, and in case such ambulance van is not readily available in spite of proper

and timely requisitions, it may be by other suitable motor vehicle in which the person can be taken in a supine condition on a stretcher.

(4) Extracts from "The Mines Act, 1952"(Refer Para 1858).

Section 7. (1) The Chief Inspector and any Inspector may

(a) make such examination and inquiry as he thinks fit, in order to ascertain whether the provisions of the Act and of the regulations, rules and bye-laws and of any orders made thereunder are observed in the case of any mine;

(b) with such assistants, if any, as he thinks fit enter, inspect and examine any mine or any part thereof at any time by day or night.

Provided that the power conferred by this clause shall not be exercised in such a manner as unreasonably impede or obstruct the working of the mine.

(c) examine into, and make inquiry respecting, the state and condition of any mine or any part thereof, the ventilation of the mine, the sufficiency of 'the bye-laws for the time being in force relating to the mine, and all matters and things connected with or relating to the health, safety and welfare of the persons employed in the mine, and take whether on the precincts of the mine or elsewhere, statements of any person which he may consider necessary for carrying our the purposes of this Act.

(d) exercise such other powers as may be prescribed by regulations made by the Central Government in this behalf.

Provided that no person shall be compelled under this sub-section to answer any question or make any statement tending to incrimate himself.

(2) The Chief Inspector and any Inspector may, if he has reason to believe, as a result of any inspection. examination or inquiry under this section, that an offence under this Act has been or is being committed, search any place and take possession of any material or any plan, section, register or other record, appertaining to the mine, and the provisions of the Code of Criminal Procedure, 1898, shall so far as may be applicable, apply to any Search or seizure made under the authority of a warrant issued under section 98 of that Code.

Section 8. Any person in the service of the Government duly authorised in this behalf by a special order in writing of the Chief Inspector or of any Inspector may, for the purpose of surveying, levelling or measuring any mine, after giving not less than three days' notice to the manager of such mine, enter the mine and may survey, level or measure the mine or any part thereof at any time by day or night;

Provided that, where in the opinion of the Chief inspector or of an Inspector an emergency exists, he may, by order in writing, authorise ally such person to enter the mine for any of the aforesaid purposes without giving any such notice;

Section 9. Every owner, agent and manager of a mine shall afford the Chief Inspector and every Inspector and every person authorised under section 8 all reasonable facilities for making any entry, inspection, survey, measurement, examination or inquiry under this Act.

Section 44. (i) No adolescent who has not been granted a medical certificate certifying that he is fit for work as an adult shall be employed or permitted to be employed above ground in a mine.

(a) for more than four and a half hours in any day, and
(b) between the hours of 6 p.m. and 6 a.m.

(2) The period of work of all such adolescents employees in a mine shall be limited to two shifts which shall not spread over more than five hours each, and there shall be no change of shifts except once in a period of thirty days and with the previous permission in writing of the Chief Inspector.

Section 45. (1) No child shall be employed in any mine, nor shall any child be allowed to be present in any part of a mine which is below ground or in any (open cast working) in which any mining operation is being carried on.

(2) After such (late as the Central Government may, by notification in the official Gazette appoint in this behalf no child shall be allowed to be present in any part of a mine above ground where any operation connected with or incidental to any mining operation is being carried out.

Section 46. (1) No woman shall notwithstanding anything contained in any other law, be employed--
(a) in any part of a mine which is below ground
(b) in any mine above ground except between the hours of 6 a.m. and 7 p.m.

(2) Every woman employed in a mine above ground shall be allowed an interval of not less than eleven hours between the termination of employment on any one day and the commencement of the next period of employment.

(3) Notwithstanding any thing containing in sub-section (1), the Central Government may by notification in the official Gazette, vary tile hours of employment above ground of woman in respect of ally mine or class or description of mine, so how ever that no employment of any women between the hours of 10 p.m. and 5 a.m. is permitted thereby.

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Appendix-XI

Standard Agreement Format for execution with N.H.A.I.

See Para 1816-A

(first *model agreement)*

Construction of Road Over Bridges/Under Bridges on B.O.T. basis
(Build Operate & Transfer) in lieu of existing

level crossing No.-------on————section

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This agreement entered on.....day of ...(month) Ninetynine between the President of India acting through the General Manager …….Railways, on the first part and,
National Highways Authority of India (N.H.A.I) , a statutory Corporation acting through….on the second part and
Governor of……..... acting through the Secretary, Public Works Department on the Third part.
Whereas there exist various level crossings permitting vehicles and pedestrians to cross the Railway tracks within the State of.....…….
Whereas many of these Level crossings are unmanned resulting in serious hazards to the persons and vehicles crossing the Railway track.

Whereas even in the case of manned level crossings, the closure of the crossings to enable the railways to pass through the track causes disruption to the road traffic and inconvenience to the public.

Whereas the Ministry of Surface Transport/Party in the third part have decided to grant concession to the private Enterpreneurs to construct the Road Over Bridges/Under bridges in lieu of the existing level crossings on BOT basis, to facilitate road, traffic.

AND Whereas the Railway Administration has agreed to provide all possible assistance for construction of such Road Over Bridges/Under Bridges.

It has now been agreed between parties as follows; -

(A) The party in the first part shall

(1) on payment of the amounts mentioned here under provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges/Under bridges and their completion within the period stipulated under the Agreement.

(2) provide all assistance to the Enterpreneur for maintenance and management of the Road over bridges/Under bridges during concession period and facilitate realisation of fees as agreed in the Concession Agreement.

(B) The parties in the second and third part agree to give an undertaking to Railways before commencement of the work that the level crossing shall be closed permanently on commissioning of the Road Over/Under Bridge. Railway will not permit commissioning of the road Over /Under Bridge unless the level crossing is closed.

(C) The party in the second part agree:-

(1) To execute a regular agreement and to pay the charges for preparation thereof on an established reciprocal basis or Rs.10/-, whichever is more, and stamping charges subject to recovery being as per Stamp Act, as may be in force at the time of execution.

(2) To submit drawings/designs and specifications, including temporary arrangements, if any, by State Govt. for approval of the Railway Administration prior to inclusion in the bid document for entrepreneur, appointed for execution. No addition/alteration/modification in the approved plans/drawings, etc., shall be made without prior approval of Railway Administration.

(3) To supervision/construction by Railway of all construction work of bridge proper across existing/future Railway tracks and payment of plan and estimate charges, supervision charges as per the codal provision to the Railway in advance so that necessary work charged organisation can be created in time for supervision of actual construction.

(3a) The plan and estimate charges shall be 2% and D&G (Direction & General) charges shall be 6.25% of the estimated cost of the bridge proper, if the bridge is constructed by N.H.A.I/Private Entrepreneur.

(3b) If the bridge is constructed by the Railways on behalf of the N.H.A.I/Private Entrepreneur, the charges shall be 2% plan and estimate charges and 12.5% D&G charges (Direction & General charges) of the estimated cost of the bridge.

(3c) Cost of bridge as estimated by Railway itself or as approved by Railway if estimated by N.H.A.I/Private Entrepreneur shall not be a matter of dispute. The D&G charges shall be subsequently applicable on final cost of construction of bridge proper. A suitable clause for the purpose of depositing of D&G charges, plan & estimate charges, with Railway shall be included in the Agreement to be executed between the State Govt. and the Entrepreneur.

(3d) No work shall be allowed to be started in Railway land unless the necessary payments, as indicated above, are deposited with Railways.

(4) To ensure advance payment of the entire cost for preliminary and incidental works that may require to be executed by Railway for the purpose of clearing the site for construction of ROB/RUB. These may include shifting of signalling and electrical installations or P.way or any other structures which the Railway may consider necessary either in the beginning or subsequently during the construction of ROB/RUB. The charges would include cost of such works, the freight charges, D&G charges, etc., as per codal provision. The D&G charges shall be payable at the rates indicated in para 3 above, i.e., 12.5% of the estimated cost of the bridge if the work is done by the Railway.

(5) To award work of road over / under bridges to only such contractors, as are technically capable of carrying out bridge works under train running conditions. In case, where the contractor has not carried out the bridge work under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridge work under such conditions.

(6) To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions/traffic blocks as per requirements subject to the availability of engineering time allowance for that route and also prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the N.H.A.I/Private Entrepreneur. No claims shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.

(7) To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time to time for safe running of trains.

(8) To pay on demand the cost of all such works including D&G charges at the rate of 12.5% of the estimated cost of the work, in case the work need to be executed by Railway from safety consideration.

(9) That Lease/license period shall be — years and will not be changed by N.H.A.I. without prior consultation with and the approval of the ——— Railway.

(10) That during the lease/licence period, bridge proper (over/under the track) shall be maintained by the N.H.A.I/Private Entrepreneur at their cost under the supervision and inspection of the Railways. The N.H.A.I ./Private Entrepreneur shall pay to the Railways 6.25% of the maintenance cost as supervision and inspection charges per annum. For the purpose of levy of these charges, the maintenance cost shall be taken as not less than 3% of the completion cost of the bridge proper which may be revised by Railways as per laid down norms. These charges shall be deposited by N.H.A.I./Private Entrepreneur every year in advance. In case N.H.A.I wants Railways to carry out the maintenance during lease period, they shall pay 3% of the completion cost as maintenance charges and 12.5% of the maintenance cost as supervision and inspection charges. By maintenance it will be understood that it involves ordinary day-to-day maintenance. However, in case any major repairs are required, the cost of the same, and the supervision charges, shall be borne by the N.H.A.I./Private Entrepreneur. Decision of the Railways regarding maintenance works required shall be final and will not be a matter of dispute.

(11)That Rly's liability for maintenance of bridge proper, after lease/licence period is over, will be limited to 2-lane wide ROB/RUB only. The entire bridge proper will be maintained by Railways and N.H.A.I will pay to the Railways maintenance charge attributable to additional width. These, charges shall be 3% per annum (increased by 12.5%) of the completed cost of additional width of ROB/RUB, liable to be revised without further notice. Railway may demand payment of these charges on capitalised basis as per rules.

(11a) To ensure maintenance of bridge proper, road surface, including sanitation, lighting, drainage, dewatering during lease/licence period by the N.H.A.I ./Entrepreneur to the satisfaction of the Railway Administration.

(12) To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 1983 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.

(13) To follow Railways specifications, Indian Roads Congress (IRC) Codes, MOST specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/Engg. Institution before the same are submitted to Railway for approval. Railway’s decision regarding modifications to the designs/drawings, etc., shall be final and binding on the N.H.A.I ./Private Entrepreneur/Consultant and shall not be a matter of dispute.

(14) To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road /over bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.

(15) To pay interest at the rate of 10% per annum on all sums payable to the Railway Administration under any of the terms & conditions of these present, if not paid within a month from the date of demand in writing by the Railway Administration.

(16) That in metropolitan/urban areas/or other locations, where land is Scarce and costly, bridge approaches shall be normally on stilts in Railway land. All other areas where land is not a problem, Railway may consider solid earthfilll approaches in Railway land. Decision will be taken by the Railways on case to case basis as per the prevailing site conditions and requirement of the Railways and shall be binding upon the N.H.A.I ./Private Entrepreneur.

(17) To obtain approval from Railway for any addition or alteration and modification during execution. Certain special works, viz., shifting of cables, signalling posts, OHE structures including catenary/contact wires in electrified section, shifting of gate lodges, gate, closure of level crossing gate for temporary diversion if any, pipeline or any other structure/installation within Railway boundary shall be done normally by Railway themselves. Entrepreneur shall deposit in advance expenditure to be incurred for such work together with D&G charges at the rate of 12.5% with the Railways.

(18) That Railway shall have the absolute authority to stop the work if at any point of time it is noticed or considered that execution of work is not progressing as per approved scheme(plan) or as per directives issued from time to time. The decision to permit commencement of the work again after rectification will rest with Railways.

(19) To ensure that Entrepreneur shall carry out and complete the maintenance shortfalls as pointed out by Railway during schedule inspection as well as special inspection of bridge carried out from time to time, failing which Railway shall carry out such work at the cost of N.H.A.I ./Entrepreneur.

(20) To have way leave facilities as an acknowledgement of the ownership of the —— Railway of the land on which the road over/under bridge proper is constructed. The entrepreneur shall pay a total of Rs.5,000/- per year up to two lane road crossing two tracks and Rs.1O,OOO/- per year in case the bridge is wider than two lane and / or crossing more than two tracks. Railway may demand payment of these charges on capitalised basis taking interest @ 10% per annum.

(21) That after the lease/licence period/Agreement, period is over, structures/facilities created for commercial exploitation of the space below approaches, if any, falling in the Railway land together with bridge proper, will revert back to the Railways free of the cost and all future earnings will accrue to the Railways and Railways reserve the right to commercially exploit or use for any other purpose, the space/structures below approaches falling in Railway land and State Governments will have no claims on it.

(22) To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the entrepreneur such as increase in the thickness of the road surface. Any such change should have the prior approval of the ———— Railway.

(23) To pay to ——— Railway the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road over / under bridge. All necessary precautions would be taken promptly by the Entrepreneur as directed by the Railway Administration from time to time in order to prevent such occurrences.

(24) That it would be ensured by the Entrepreneur that the structures are in sound and well maintained condition at the time of handing over to ——Railway.

(25)To ensure that Entrepreneur shall carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and Entrepreneur shall not have any right or claim for such shut down period.

(26)To ensure that the Entrepreneur shall carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of I.I.T. or Engineering College at his own cost and such record shall be made available for inspection whenever demanded by Railways.

(27)To ensure that Entrepreneur shall carry out load test of PSC girder/girder in Railway portion at his own cost and under Railway's supervision.

(28) To pay or ensure payment to —— Railway on demand, all the outstanding dues as stipulated in this agreement, payable by the Entrepreneur/ N.H.A.I within 15 days of receiving the intimation in each case. The Government of ————— also agree to fulfil, on behalf of the Entrepreneur, all those liabilities towards ——— Railway which remain uncomplied by the Entrepreneur.

(29) That in case of doubt or difference or disputes that may arise between the N.H.A.I and the -------- Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the Railway Board (Ministry of Railways) and their decision thereon shall be final and conclusive and binding on both parties.

(30) The term —— Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.

(31) To incorporate in their agreement with the Entrepreneur all those conditions/stipulations concerning Entrepreneur as brought in this agreement.

(32) Subject as otherwise provided in this agreement, all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.

(33) Subject as otherwise provided in this agreement all notices to be given/taken on behalf of the N.H.A.I ————- and all other actions to be taken will be given or taken by ———————— ————————on behalf of this N.H.A.I .

Signed by

—— Railway
For and on behalf of the President,
Union of India.
Signed in presence of

1)
2)

Signed by

For and on behalf of
Governor of…….

Signed in presence of

1)
2)

****

Appendix -XI

Standard Agreement Format for execution with State Govt.

See Para 1816-A

(second *model agreement)*

Construction of Road Over Bridges/Under Bridges on B.O.T. basis
(Build Operate & Transfer) in lieu of existing
level crossing No.-------on————section

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This agreement entered on.....day of ...(month) Ninetynine between the President of India acting through the General Manager …….Railways, on the first part and the Governor of……..... acting through the Secretary, Public Works Department on the second part.

Whereas there exist various level crossings permitting vehicles and pedestrians to cross the Railway tracks within the State of.....

Whereas many of these Level crossings are unmanned resulting in serious hazards to the persons and vehicles crossing the Railway track.

Whereas even in the case of manned level crossings, the closure of the crossings to enable the railways to pass through the track causes disruption to the road traffic and inconvenience to the public.

Whereas the Ministry of Surface Transport have decided to grant concession to the private Enterpreneurs to construct the Road Over Bridges/Under bridges in lieu of the existing level crossings on BOT basis, to facilitate road, traffic.

AND Whereas the Railway Administration has agreed to provide all possible assistance for construction of such Road Over Bridges/Under Bridges.

It has now been agreed between parties as follows; -

(A) The party in the first part shall

(1) on payment of the amounts mentioned here under provide all facilities and assistance for early completion of the project involving construction of Road Over Bridges/Under bridges and their completion within the period stipulated under the Agreement.

(2) provide all assistance to the Enterpreneur for maintenance and management of the Road over bridges/Under bridges during concession period and facilitate realisation of fees as agreed in the Concession Agreement.

(B) The party in the second part agree: -

(1) To give an undertaking to Railways before commencement of the work that the level crossing shall be closed permanently on commissioning of the Road Over/Under Bridge. Railway will not permit commissioning of the Over /Under Bridge unless the level crossing is closed.

(2) To execute a regular agreement and to pay the charges for preparation thereof on an established reciprocal basis or Rs.10/-, whichever is more, and stamping charges subject to recovery being as per Stamp Act, as may be in force at the time of execution.

(3) To submit drawings/designs and specifications, including temporary arrangements, if any, by State Govt. for approval of the Railway Administration prior to inclusion in the bid document for entrepreneur, appointed for execution. No addition/alteration/modification in the approved plans/drawings, etc., shall be made without prior approval of Railway Administration.

(4) To supervision/construction by Railway of all construction work of bridge proper across existing/future Railway tracks and payment of plan and estimate charges, supervision charges as per the codal provision to the Railway in advance so that necessary work charged organisation can be created in time for supervision of actual construction.

(4a) The plan and estimate charges shall be 2% and D&G (Direction & General) charges shall be 6.25% of the estimated cost of the bridge proper, if the bridge is constructed by State Govt./Private Entrepreneur.

(4b) If the bridge is constructed by the Railways on behalf of the State Govt./Private Entrepreneur, the charges shall be 2% plan and estimate charges and 12.5% D&G charges (Direction & General charges) of the estimated cost of the bridge.

(4c) Cost of bridge as estimated by Railway itself or as approved by Railway if estimated by State Govt./Private Entrepreneur shall not be a matter of dispute. The D&G charges shall be subsequently applicable on final cost of construction of bridge proper. A suitable clause for the purpose of depositing of D&G charges, plan & estimate charges, with Railway shall be included in the Agreement to be executed between the State Govt. and the Entrepreneur.

(4d) No work shall be allowed to be started in Railway land unless the necessary payments, as indicated above, are deposited with Railways.

(5) To ensure advance payment of the entire cost for preliminary and incidental works that may require to be executed by Railway for the purpose of clearing the site for construction of ROB/RUB. These may include shifting of signalling and electrical installations or P.way or any other structures which the Railway may consider necessary either in the beginning or subsequently during the construction of ROB/RUB. The charges would include cost of such works, the freight charges, D&G charges, etc., as per codal provision. The D&G charges shall be payable at the rates indicated in para 3 above, i.e., 12.5% of the estimated cost of the bridge if the work is done by the Railway.

(6) To award work of road over / under bridges to only such contractors, as are technically capable of carrying out bridge works under train running conditions. In case, where the contractor has not carried out the bridge work under train running conditions, he will be asked to employ an engineer having adequate experience to supervise the bridge work under such conditions.

(7) To carry out the work under train running conditions with or without speed restrictions/traffic blocks. Railway will make efforts to arrange speed restrictions/traffic blocks as per requirements subject to the availability of engineering time allowance for that route and also prevailing traffic conditions. However, in case of delay on this account due to some exigencies/traffic conditions prevailing, Railway will not be responsible for any loss whatsoever to the State Govt./Private Entrepreneur. No claims shall be entertained by the Railways on this account. Decision of the Railway regarding requirement of speed restrictions/traffic blocks will be final.

(8) To ensure compliance, during the construction of ROB/RUB, of all safety norms that may be specified by Railway from time to time for safe running of trains.

(9) To pay on demand the cost of all such works including D&G charges at the rate of 12.5% of the estimated cost of the work, in case the work need to be executed by Railway from safety consideration.

(10) That Lease/license period shall be — years and will not be changed by State Govt. without prior consultation with and the approval of the ——— Railway.

(11) That during the lease/licence period, bridge proper (over/under the track) shall be maintained by the State Govt./Private Entrepreneur at their cost under the supervision and inspection of the Railways. The State Govt./Private Entrepreneur shall pay to the Railways 6.25% of the maintenance cost as supervision and inspection charges per annum. For the purpose of levy of these charges, the maintenance cost shall be taken as not less than 3% of the completion cost of the bridge proper which may be revised by Railways as per laid down norms. These charges shall be deposited by the State Govt./Private Entrepreneur every year in advance. In case State Govt. wants Railways to carry out the maintenance during lease period, they shall pay 3% of the completion cost as maintenance charges and 12.5% of the maintenance cost as supervision and inspection charges. . By maintenance it will be understood that it involves ordinary day-to-day maintenance. However, in case any major repairs are required, the cost of the same, and the supervision charges, shall be borne by the State Govt./Private Entrepreneur. Decision of the Railways regarding maintenance works required shall be final and will not be a matter of dispute.

(12)That Rly's liability for maintenance of bridge proper, after lease/licence period is over, will be limited to 2-lane wide ROB/RUB only. The entire bridge proper will be maintained by Railways and State Govt. will pay to the Railways maintenance charge attributable to additional width. These, charges shall be 3% per annum (increased by 12.5%) of the completed cost of additional width of ROB/RUB, liable to be revised without further notice. Railway may demand payment of these charges on capitalised basis as per rules.

(12a) To ensure maintenance of bridge proper, road surface, including sanitation, lighting, drainage, dewatering during lease/licence period by the State Govt./Entrepreneur to the satisfaction of the Railway Administration.

(13) To indemnify the Railway against all claims for compensation under the Workman's Compensation Act, 1983 and any statutory modifications thereto during construction, maintenance, repairs, renewals, etc.

(14) To follow Railways specifications, Indian Roads Congress (IRC) Codes, MOST specifications and other Railway instructions, etc., for preparation of drawings and designs of the bridge proper as well as for temporary works. These designs shall be prepared and checked by reputed Consultant/Engg. Institution before the same are submitted to Railway for approval. Railway’s decision regarding modifications to the designs/drawings, etc., shall be final and binding on the State Govt./Private Entrepreneur/Consultant and shall not be a matter of dispute.

(15) To indemnify and hold the Railway Administration harmless against all damages, losses, costs and charges suffered or incurred by the Railway Administration on account of any injury to the person or property of any person using the road over bridge, however occasioned, unless it is solely due to negligence and misconduct of Railway or its servants.

(16) To pay interest at the rate of 10% per annum on all sums payable to the Railway Administration under any of the terms & conditions of these present, if not paid within a month from the date of demand in writing by the Railway Administration.

(17) That in metropolitan/urban areas/or other locations, where land is Scarce and costly, bridge approaches shall be normally on stilts in Railway land. All other areas where land is not a problem, Railway may consider solid earthfilll approaches in Railway land. Decision will be taken by the Railways on case to case basis as per the prevailing site conditions and requirement of the Railways and shall be binding upon the State Govt./Private Entrepreneur.

(18) To obtain approval from Railway for any addition or alteration and modification during execution. Certain special works, viz., shifting of cables, signalling posts, OHE structures including catenary/contact wires in electrified section, shifting of gate lodges, gate, closure of level crossing gate for temporary diversion if any, pipeline or any other structure/installation within Railway boundary shall be done normally by Railway themselves. Entrepreneur shall deposit in advance expenditure to be incurred for such work together with D&G charges at the rate of 12.5% with the Railways.

(19) That Railway shall have the absolute authority to stop the work if at any point of time it is noticed or considered that execution of work is not progressing as per approved scheme(plan) or as per directives issued from time to time. The decision to permit commencement of the work again after rectification will rest with Railways.

(20) To ensure that Entrepreneur shall carry out and complete the maintenance shortfalls as pointed out by Railway during schedule inspection as well as special inspection of bridge carried out from time to time, failing which Railway shall carry out such work at the cost of State Govt./Entrepreneur.

(21) To have way leave facilities as an acknowledgement of the ownership of the —— Railway of the land on which the road over/under bridge proper is constructed. The entrepreneur shall pay a total of Rs.5,000 /- per year up to two lane road crossing two tracks and Rs.1O,OOO/- per year in case the bridge is wider than two lane and / or crossing more than two tracks. Railway may demand payment of these charges on capitalised basis taking interest @ 10% per annum.

(22) That after the lease/licence period/Agreement, period is over, structures/facilities created for commercial exploitation of the space below approaches, if any, falling in the Railway land together with bridge proper, will revert back to the Railways free of the cost and all future earnings will accrue to the Railways and Railways reserve the right to commercially exploit or use for any other purpose, the space/structures below approaches falling in Railway land and State Governments will have no claims on it.

(23) To ensure that only that type of traffic, for which the bridge has been designed, would be permitted to move on the bridge. No unilateral change shall be carried out by the entrepreneur such as increase in the thickness of the road surface. Any such change should have the prior approval of the —— —— Railway.

(24) To pay to ——— Railway the cost of making good any damage or loss to Railway track or property due to improper drainage, use or for any other reasons attributed to the presence of the road over / under bridge. All necessary precautions would be taken promptly by the Entrepreneur as directed by the Railway Administration from time to time in order to prevent such occurrences.

(25) That it would be ensured by the Entrepreneur that the structures are in sound and well maintained condition at the time of handing over to ——Railway.

(26)To ensure that Entrepreneur shall carry out the work close to overhead equipments in Electrified section, only during permitted/restricted period granted by Railways on nominated days and

stipulated time. Granting of such shut down periods of power/traffic blocks will solely depend upon train traffic and Entrepreneur shall not have any right or claim for such shut down period.

(27)To ensure that the Entrepreneur shall carry out and maintain all relevant record including test record required for quality control carried out in the laboratories of I.I.T. or Engineering College at his own cost and such record shall be made available for inspection whenever demanded by Railways.

(28)To ensure that Entrepreneur shall carry out load test of PSC girder/girder in Railway portion at his own cost and under Railway's supervision.

(29) To pay or ensure payment to —— Railway on demand, all the outstanding dues as stipulated in this agreement, payable by the Entrepreneur/State Govt. within 15 days of receiving the intimation in each case. The Government of ———— also agree to fulfil, on behalf of the Entrepreneur, all those liabilities towards ——— Railway which remain uncomplied by the Entrepreneur.

(30) That in case of doubt or difference or disputes that may arise between the state Government and the ---- Railway Administration as to the true intent or meaning of these presents or any Article, Clause or thing herein mentioned, every such dispute, doubt or difference shall be referred to the Railway Board (Ministry of Railways) and their decision thereon shall be final and conclusive and binding on both parties.

(31) That the term —— Railway shall also include any successor Railway as may be decided by the Ministry of Railways, Railway Board, Government of India.

(32) To incorporate in their agreement with the Entrepreneur all those conditions/stipulations concerning Entrepreneur as brought in this agreement.

(33) Subject as otherwise provided in this agreement,all notices to be given/taken on behalf of the President of Union of India and Railway Administration and all other actions to be taken on its behalf may be given or taken by the Chief Engineer or Chief Administrative Officer (Construction) or Divisional Railway Manager or any other officer nominated by these officers.

(34) Subject as otherwise provided in this agreement all notices to be given/taken on behalf of the State Government of ————- and all other actions to be taken will be given or taken by ———— ————————————on behalf of this State Government.

Signed by

—— Railway
For and on behalf of the President,
Union of India.
Signed in presence of

1)

2)

Signed by

For and on behalf of
Governor of…….

Signed in presence of

1)

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