

भारतसरकार / GOVERNMENT OF INDIA
रेलमंत्रालय / MINISTRY OF RAILWAYS
(रेलवेबोर्ड / RAILWAY BOARD)

No. 2022/LML-I/24/67

New Delhi, Dt: 10/03/2025

The Principal Chief Engineers
All Zonal Railways

Sub: Processing of Way leave crossing proposals for New Railway Line Project

References have been received from Zonal Railways seeking clarification on mode of approval of way leave cases for new line projects, where land acquisition has been completed but the projects are yet to be commissioned.

The matter has been examined in Board's office. It has been reported that the details of the new line sections are not available on Track Management System (TMS) till the commissioning of the projects and, therefore, online approval of way leave crossing proposals through IR-RBCS portal is not feasible. With the approval of Board (Member Infrastructure), it has been decided that the procession of such way leave crossing proposals for approval shall be as under:

- 1) In case of new line projects, the way leave crossing proposals shall be processed by the respective construction unit through offline mode till these details are available on TMS. Thereafter, the approval of way leave crossing proposals shall be processed in online mode on IR-RBCS by the respective Division.
- 2) CAO(Constructions) of the respective section of Zonal Railway shall be the approving authority in such cases.
- 3) The way leave crossing permissions shall be accorded as per the provisions contained in the Master Circular on Policy for Management of Railway land issued by Railway Board on 04.10.2022, as amended from time to time.
- 4) After final approval by CAO/C, concerned Chief Engineer/Con. shall ensure that the details of such approved proposals shall be entered in the IR-RBCS portal by the respective Division.
- 5) After commissioning of project, a complete list of such way leave crossings along with original agreements should be handed over to respective division by Construction units.

All Zonal Railways are advised to ensure strict compliance of these instructions.



(Surendra Kumar)

Director/Land & Amenities
Railway Board
011-23384480

Email- dla@rb.railnet.gov.in
4th Floor, Room No. 477

Copy to:

CPD/TMS, Northern Railway, Baroda House, New Delhi

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2022/LML-I/24/67**New Delhi, dated: /09/2024**

The General Managers

All Zonal Railways & PUs.

**Sub: Master Circular on 'Policy for Management of Railway Land' -
Modification thereof.**

Ref : Board's policy circular No. 2021/LML/25/5 dated 04/10/2022

The Policy for management of Railway land has been issued vide Board's letter of even number dated 04.10.22. Further, additional para 8 & 9 and para 10 & 11 under Note of Schedule 2 have been added vide Board's letter of even no. dated 07.06.2023 and 25.08.2023 respectively.

2. Now, in order to cover crossing of telecom cables and its installation including antenna, equipments, etc. passing through railway tunnel, it has been decided to add 'Note No. 12' just below Note No. 11 of Schedule 2 of Board's letter dated 04.10.22 as under :

Schedule 2: Way Leave (ROW) Facilities Note :

"12. The provisions of Para 1 (b) of Schedule 2 shall also be applicable for crossing of telecom cables and fixing of installations including antenna, equipments, etc. for telecommunication in railway tunnel ."

3. This issues with the approval of Board (MI, MF and CRB&CEO).

Signed by

Surendra Kumar

Date: 10-09-2024 16:18:29

Director/Land & Amenities
Railway Board

No. 2022/LML/24/67**New Delhi, dated .09.2024**

Copy forwarded for information to:

1. The Principal Financial Advisor (PFA), All Indian Railways.
2. The Principal Director of Audit, All Indian Railways.
3. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

Signed by
Jagdish Pandey
for Member (Finance), Railway Board
Date: 10-09-2024 16:50:10

No. 2022/LML/24/67

New Delhi, dated .09.2024

Copy for kind information to:

1. Advisor(MR), EDPG(MR), JDPG/MoSR(S), APS/MoSR(R), OSD(MR), OSD/Co-ordination(MR).
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
3. AM (Traffic), AM(C), AM/L&A, AM/Works, Adv. (Vig.), EDF(X), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), DTT(Coord), OSD/Chairman &CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director General, National Academy of Indian Railways, Vadodara.
6. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
7. Managing Director, DFCCIL, Pragati Maidan, New Delhi.
8. The Principal Chief Engineers, All Zonal Railways.
9. CPD/TMS, Northern Railway for making necessary correction in IR-RBCS.

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

No.2023/LML-II/25/5

New Delhi, Dated 25/08.2023

The General Managers,
All Zonal Railways & Production Units.

**Sub: Master Circular on 'Policy for Management of Railway Land' -
Modification thereof.**

The Policy for management of Railway land has been issued vide Board's letter of even number dated 04.10.22. Further, additional para 8 & 9 under Note of Schedule 2 have been added vide Board's letter of even no. dated 07.06.2023.

2. Now, in order to maintain the uniformity in the way leave charges applicable in case of Flyover/ROB/RUB for Ministry of Road Transport & Highways (MoRTH)/ National Highways Authority of India(NHAI)and for the works financed from NREGA, MPLADS, PMGSY & MMGS, it has been decided by Railway Board to incorporate additional Para 10 & 11 under Note of Schedule 2 of Board's letter dated 04.10.22 as under :

Schedule 2: Way Leave (ROW) Facilities Note :

"10. In case of way leave charges for Flyovers/ROB/RUB with Ministry of Road Transport and Highways / National Highways Authority of India, the charges shall be payable as per the existing Memorandum of Understanding (MoU) between Ministry of Railways and MoRTH executed on 10.11.2014. The charge of way leave in these cases shall be for 35 years.

11. The way leave facilities/easement charges/land leasing charges for construction of ROB/RUB across railway tracks financed through NREGA, MPLADS, PMGSY, MMGSY etc. shall remain waived in accordance with the instructions contained in Railway Board's letter No. 2006/CE-IV/BRO/P2/MPLADS (Policy) dated 16.07.2012. The other conditions as stipulated in the aforesaid letter shall also remain same."

3. This issues with the approval of Board (MI, MF and CRB&CEO)

Signed by Surendra Kumar

Date: 24-08-2023 18:02:55

Reason: Approved

(Surendra Kumar)
Director (Land & Amenities)
Railway Board

No. 2023/LML-II/25/5

New Delhi, dated .08.2023

Copy forwarded for information to:

1. The Principal Financial Advisor (PFA), All Indian Railways.

I/3075722/2023

2. The Principal Director of Audit, All Indian Railways.
3. The Deputy Comptroller & Auditor General of India(Railways),Room No. 224, Rail Bhawan, New Delhi.

Signed by

Jagdish Pandey

Date: 25-08-2023 09:29:00

for Member (Finance), Railway Board

2023/LML-II/25/5

Delhi, dated 08.2023

Copy for kind information to:

1. Advisor(MR), EDPG(MR), EDPG/MoSR(D), PS/MoSR(D), OSD(MR), OSD/Co-ordination(MR).
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member(T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
3. AM (Traffic), AM(C), AM/L&A, AM/Works, Adv. (Vig.), EDF(X), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C),DTT(Coord), OSD/Chairman &CEO, OSD/Member (O&BD), Co-Chairman/TMIR,Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director General, National Academy of Indian Railways, Vadodara.
6. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
7. Managing Director, DFCCIL, Pragati Maidan, New Delhi.
8. The Principal Chief Engineers, All Zonal Railways.

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

No.2023/LML-II/25/5

New Delhi, Dated 07.06.2023

The General Managers,
All Zonal Railways & Production Units.


**Sub:Master Circular on 'Policy for Management of Railway Land' -
Modification thereof.**

The Policy for management of Railway land has been issued vide Board's letter of even number dated 04.10.22. The matter of calculation of land area for working out way leave charges for laying of Telecom/OFC Cables on Railway land under S.No. 1 (b) of Schedule 2 : Way Leave (ROW) facilities has been reviewed by Board.

2. Accordingly, additional Para 8 & 9 under Note of Schedule 2 of the letter dated 04.10.22 is incorporated as under :

Schedule 2: Way Leave (ROW) Facilities Note :

8. *The land width to be considered for working out way leave charges for laying of OFC/telecom cables shall be 300 mm or actual width of trenching or total area becoming unsuitable for monetization/Way Leave due to cable laying, whichever is more.*
 9. *The OFC/telecom cables shall normally be laid by HDD (Horizontal Directional Drilling) method.*
3. This issues with the approval of Board (MI, MF and CRB&CEO)


07/06/23
(Pankaj Tyagi)
Exe.Director (Land & Amenities)
Railway Board

No. 2023/LML-II/25/5

New Delhi, dated 07 .06.2023

Copy forwarded for information to:

1. The Principal Financial Advisor (PFA), All Indian Railways.
- 2.The Principal Director of Audit, All Indian Railways.
- 3.The Deputy Comptroller & Auditor General of India(Railways),Room No. 224, Rail Bhawan, New Delhi.



for Member (Finance), Railway Board

No. 2023/LML-II/25/5

New Delhi, dated 06.2023

Copy for kind information to:

1. Advisor(MR), EDPG(MR), EDPG/MoSR(D), PS/MoSR(D), OSD(MR), OSD/Co-ordination(MR).
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
3. AM (Traffic), AM(C), AM/L&A, AM/Works, Adv. (Vig.), EDF(X), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), DTT(Coord), OSD/Chairman &CEO, OSD/Member (O&BD), Co- Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.
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7. Managing Director, DFCCIL, Pragati Maidan, New Delhi.
8. The Principal Chief Engineers, All Zonal Railways.

भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड) / (RAILWAY BOARD)

No.2021/LML/25/5



New Delhi, Dated 02.06.2023


महाप्रबंधक, सभी क्षेत्रीय भारतीय रेलें एवं उत्पादन इकाइयां,
The General Managers,
All Zonal Railways & Production Units.

Sub:	कार्गो संबंधित उद्देश्यों हेतु रेल भूमि के लंबी अवधि के पट्टे हेतु मॉडल मानक भूमि पट्टा करार. Model Standard land lease agreement for long term leasing of Railway land for cargo related purposes.
Ref:	Board's letter of even No. dated 04.10.2022.

दिनांक 04.10.2022 को बोर्ड का पत्र देखें "भूमि प्रबंधन नीति" पर मास्टर परिपत्र जारी किया गया है। इस नीति के पैरा 7.2 में निहित है कि रेलवे बोर्ड द्वारा कार्गो संबंधित उद्देश्यों हेतु रेल भूमि के लंबी अवधि के पट्टे हेतु मॉडल मानक भूमि पट्टा करार जारी किया जाएगा।

Master Circular on "Policy for Management of Land" has been issued vide Board's letter dated 04.10.2022. Para 7.2 of the Policy stipulates that Model Standard land lease/licensing agreement will be issued by Railway Board.

रेलवे बोर्ड द्वारा क्षेत्रीय रेलों/उत्पादन इकाइयों एवं पक्षों (पट्टेदार/लाइसेंसी) के बीच कार्गो संबंधित उद्देश्यों हेतु रेल भूमि के लंबी अवधि के लिए होने वाले पट्टे हेतु मॉडल मानक भूमि पट्टा करार को अनुमोदित कर दिया गया है। इस प्रलेख को https://indianrailways.gov.in/railwayboard/view_section.jsp?lang=0&id=0,1,304,366,540,983 (Railway Board Directorates  Land and Station Development  Licencing/Lease of Land) पर अपलोड कर दिया गया है।

Accordingly, a Model Standard land lease agreement for long term leasing of Railway land for cargo related purposes, to be executed between the Zonal Railways/PUs and the party (lessee/licensee), has been approved by Railway Board. The document has been uploaded on Indian Railway's website https://indianrailways.gov.in/railwayboard/view_section.jsp?lang=0&id=0,1,304,366,540,983 (Railway Board Directorates  Land and Station Development Licencing/Lease of Land)

इसे रेल मंत्रालय के वित्त निदेशालय की सहमति से जारी किया जा रहा है।

This issues with the concurrence of Finance Dte. of Ministry of Railways.

DA: As above.


(T P Chawla)

Deputy Director/LML-II
Railway Board

Ph. No. 011-47845518

Email_ID:tejpal.chawla@gov.in

1st Floor, Room No. 121, Rail Bhawan

DRAFT DOCUMENT
LONG TERM LEASING
OF
RAILWAY LAND

Lease Agreement

Between

(Division, _____Railway)

&

(_____) [Party]^[1]

(**Note:** Lessee's name to be inserted)

(Dated DD/MM/YYYY)

Contents

1. Definitions and Interpretation
2. Grant of lease and possession
3. Term
4. Lease Rent
5. Security Deposit
6. Use of Site
7. Termination of Lease Agreement
8. Lessor's representations and warranties
9. Exit Rights
10. Limitations on grant of lease rights on the Site
11. Lessee's representations and warranties
12. Covenants
13. Indemnities and limitation of liability
14. Regulatory approvals for construction
15. Inspection by the Lessor
16. Stamp duty and registration charges
17. Assignment, Mortgage and Sub-Letting
18. Force Majeure
19. Dispute Resolution
20. Governing Law & Jurisdiction
21. Independent Rights
22. Notices
23. General Provisions

LAND LEASE AGREEMENT

{Note- This agreement is to be used for the cargo related cases }

[To be executed on stamp paper of adequate value]

Agreement No

dated

This Land Lease Agreement ("**Lease Agreement** ") is executed on this.....day of[*] atby and between:

The President of India, acting through Sr.DEN { }, _____ Division, [Zonal] Railway, Government of India, having its head office at _____ (hereinafter referred to as the "**Lessor**", which expression shall, unless excluded by and/or repugnant to the context mean and include its successor, legal representatives and permitted assigns) being party of the First Part;

AND

_____ [The Party] ; [Govt. entity/PSUs/ a company registered under the Company Act 2013/Others], having its registered office at _____ {insert} represented through its _____ {insert designation of the authorized signatory} duly authorized vide resolution of its Board of Directors dated _____ (hereinafter referred to as the "**Lessee**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) being party of the Second Part.

The **Lessor** and the **Lessee** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

1. The Railways have proposed to grant lease of the railway land on a long term basis to entities for establishment of _____ [container rail terminals, freight terminals, sidings, other cargo related activities] connected with Railway's working for augmenting additional freight traffic for Railways.
2. The Lessor is the owner of the site described in Annexure-I & II hereunder and now desires to lease the site to the Lessee for the purpose of "Permitted Use" as mentioned in this agreement.
3. The Lessee desires to take the site on lease from the Lessor for the purposes _____ [of developing and operating cargo terminal/ cargo related facilities/other purpose] (the "**Project**").

NOW THEREFORE, in consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as hereunder.

1. Definitions

1.1 Definitions and Interpretation

In this Lease Agreement, the following words and expressions shall unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Applicable Laws" shall mean all treaties, covenants, laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, rulings, rule of law, decrees or other requirements or official directives, clearances, approvals or similar form of decision of any Government Authority or person acting under any Government Authority and /or of any statutory authority in the Republic of India, whether in effect on the date of signing this Lease Agreement or there after including inter-alia the Railways Act 1989, other applicable laws and rules and regulations notified or to be notified there under.

"Applicable Permits" shall mean all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained under the Applicable Laws in connection with the Site and the Project during the subsistence of the Lease Agreement.

"Bank Guarantee" shall have the meaning set forth in Clause 5.1 of the Lease Agreement ;

"Change in Law" shall mean the occurrence of any of the following after the execution of the Lease Agreement:

- (a) Enactment of any new Applicable Law;
- (b) Modification or repeal or re-enactment of any existing Applicable Law;
- (c) the commencement of any Applicable Law, after the execution of the Lease Agreement ; and
- (d) Any change in the interpretation or application of any Applicable Law .

"Cure Period" shall mean a period of 180 days from the date the defaulting Party receives the Event of Default (EOD) Notice from the non-defaulting Party under Clause 7.5. Provided that, the cure period in event of default in payment of Annual Lease Rent shall begin running from the date of default in payment of Lease Rent;

"Encumbrance" shall mean any mortgage, right of way, license, pledge, equitable interest, prior assignment, conditional sales contract, hypothecation, right of others, claim, security interest, title retention agreement, voting trust agreement, interest, option, lien, charge, easement, or other similar condition, commitment, restriction or limitation of any nature whatsoever, including any restriction on use, voting,

transfer, receipt of income or exercise of any other attribute of ownership, whether or not registered and howsoever arising, including by statute or common law;

"EOD Notice" shall have the meaning set forth in Clause 7.5 of the Lease Agreement ;

"Force Majeure" shall have the meaning set forth in Clause 18.1 of the Lease Agreement ;

"Lease Rent" shall have the meaning set forth in Clause 4.1 of the Lease Agreement ;

"Material Adverse Effect" shall mean and include an individual circumstance or a series of circumstances when seen collectively which may or do (i) render ineffective any material right vested in a Party by the terms of the Lease Agreement, or (ii) materially adversely affects or restricts or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Lease Agreement or the legality, validity, binding nature or enforceability of the same.

"Permitted Use" shall have the meaning set forth in Clause 6.1 of the Lease Agreement ;

"Project" shall have the meaning set forth in Recital of the Lease Agreement ;

"Railway" shall mean the 'Railway or Railway Administration' as defined in the Railways Act, 1989 and shall also include Railways, as defined therein, where the context so demands.

"Site" shall have the meaning set forth in Clause 2.2 of the Lease Agreement ;

"Security Deposit" shall have the meaning set forth in Clause 5.1 of the Lease Agreement ;

"Taxes" shall mean all applicable taxes by whatever name called (including but not limited to service tax, goods and service tax etc. and any fresh taxes), duties, levies, fees, cess etc., whether levied at present or in future, but does not include income tax payable by the Party concerned;

"Term" shall have the meaning set forth in Clause 3.1 of the Lease Agreement ;

"Termination Notice" shall have the meaning set forth in Clause 7.5 of the Lease Agreement .

1.2 Interpretations

In this Lease Agreement, except to the extent that the context requires otherwise:

- (a) the descriptive headings of clauses are inserted solely for convenience of reference and shall have no legal effect and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Lease Agreement ;
- (b) the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Lease Agreement to any person(s) or circumstances except as the context otherwise requires;
- (c) the terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Lease Agreement mean and refer to this Lease Agreement and not to any particular Clause of this Lease Agreement. The terms Clause mean and refer to the Clause of this Lease Agreement ;
- (d) any reference to "writing" includes printing, typing, lithography and other means of reproducing words in a permanently visible form;
- (e) reference to the word "include" or "including" shall be construed to mean include without limitation and shall be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- (f) the Annexures to this Lease Agreement forms part of this Lease Agreement and will be of full force and effect as though it is expressly set out in the body of this Lease Agreement ; unless the context otherwise requires, any period of time referred to shall be deemed to expire on the last day of such period;
- (g) reference to any legislation or law or to any provision thereof shall include references to any such Applicable Law as it may, after the execution date of this Lease Agreement , from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- (h) any approval, consent, permit or NOC (means "No Objection Certificate") required to be obtained under or pursuant to the Lease Agreement , shall, unless specifically agreed to by the Parties, be required to be obtained in writing;
- (i) capitalised terms utilised herein but not defined shall, unless repugnant to the context thereof, have the meaning ascribed thereto in the Lease Agreement ;
- (j) Any reference to 'month' shall mean a reference to a calendar month as per the Gregorian calendar;
- (k) The rule of interpretation which requires that an agreement be interpreted against the person or Party drafting it shall have no application in the case of this Lease Agreement ;

- (l) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- (m) Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done;
- (n) A right conferred by this Lease Agreement to do any act or thing shall be capable of being exercised from time to time;
- (o) The damages payable by either party under this lease agreement are mutually agreed genuine pre-estimated loss likely to be suffered or incurred by the Party entitled to receive the same and are not by way of Penalty;

2. Grant of Lease and possessions

2.1 The provisions of this Lease Agreement shall take effect and become binding on the Parties on the date of signing of this Lease Agreement.

2.2 In consideration of the Lease Rent, the Lessor grants on lease to the Lessee and the Lessee agrees to accept the lease from the Lessor, free from Encumbrances and/or encroachments, of all that piece and parcel of land as per the description and plan given in the Annexure-I & II respectively (the "**Site**") and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with "the permitted use" mentioned in provisions of this Lease Agreement.

2.3 The Lessor hereby grants and transfers physical possession of the Site on as is where is basis in terms of this Lease Agreement. For the purposes of this Lease Agreement, the Lessee shall be deemed to have inspected the Site and satisfied itself of the nature and physical conditions of the Site. The Lessee shall also be deemed to have satisfied itself regarding the feasibility of development of the Project on the site including with the right title and ownership of the Lessor. The Lessee shall have no recourse against the Lessor if the Site is found deficient in any manner at a later stage.

3. Term

3.1 The lease granted in pursuance of this Lease Agreement shall be for a period of _____[maximum 35 (thirty five)] years from the date of execution of the Lease Agreement (the "**Term**") unless the Lease Agreement is determined prematurely or renewed in accordance with provisions of this Lease Agreement or in the event land is leased for cargo related purposes under GCT policy, this land lease agreement will be co-terminus with GCT agreement.

3.2 The Lessee shall not derive any right, title or interest in the said Site which shall remain the property of the Railways at all times except as provided in the Lease Agreement. The Lessee will have leasehold and

possessory rights for the Term on the Site which shall be enjoyed and exercised in accordance with "the permitted use" mentioned in provisions of the Lease Agreement and subject to the regular and timely payment of Lease Rent.

3.3 Unless the lease is renewed by the Parties, the Lease Agreement shall expire at the conclusion of the Term of the lease.

3.4 Notwithstanding anything contained in the Lease Agreement, the renewal of Term of Lease Agreement shall be on mutually agreeable terms and conditions between the parties, provided that the land is not required by the Lessor for its own purpose and will be subjected to fulfillment of terms and conditioned of this Lease Agreement including payment of all dues and lease rent.

4. Lease Rent

4.1 Upon execution of the Lease Agreement and in consideration of the Lessor leasing the Site to the Lessee and granting the rights, set forth in this Lease Agreement, the Lessee shall pay to the Lessor in advance an annual lease rent/ entire payable amount on present value basis with discounting of future cash flows at rate of 7% per annum ("Lease Rent") and Taxes, as applicable as per annexure -III. Further, if the site includes existing railway building and useful or of interest to lessee then cost of building will also be suitably incorporated in Lease rent.

4.2 In the event of availing option of annual lease rent, the Lease Rent payable by the Lessee for each financial year shall be due on 1st April. The Lease Rent shall be payable in advance on or before the 10th April of each financial year. Also, Lease Rent of the first financial year in full or part thereof, as the case may be, has been paid simultaneously with the execution of the Lease Agreement vide DD no. _____ dated _____ issued by _____ Bank.

4.3 The Lessor shall also provide GST number to the Lessee.

4.4 If the Lessee fails to pay the Lease Rent as aforesaid, the Lessee shall be liable to pay interest (Compounded annually) for the period of delay calculated at a rate equal to 1% (one per cent) ("**Interest**") per month. It is clarified for the avoidance of doubt that in situations where the period of delay is either more or less than a month, the pro-rata for actual days of delay shall be considered and the month as used herein shall be 30 days.

5. Security Deposit

5.1 The Lessee has deposited an amount equivalent to annual Lease Rent of one years as interest free refundable security deposit (the "**Security Deposit**") prior to signing of the Lease Agreement by way of an unconditional and irrevocable bank guarantee in a mutually agreed form and issued by a Scheduled Commercial Bank (Insert Name of Bank) dated _____ bearing no. _____ ("**Bank Guarantee**") / cash / cheque dated _____ drawn on _____ bank bearing no. _____, or / fixed deposit bearing no. _____ issued by _____ bank dated _____]. The validity of Security

Deposit in the form of Bank Guarantee would be for minimum 18 months & it will be in form of revolving Bank Guarantee. At the time of payment of annual lease rent, the fresh Security Deposit (BG), as per latest annual lease rent, would be deposited & the earlier submitted Bank Guarantee would be released. In case the SD is deposited in the form other than BG the additional amount as per the latest annual lease rent for one year needs to be submitted. The Security Deposit is a security against any default in timely payment of Lease Rent or for breach of any other obligation of the Lessee under the Lease Agreement during the Term. The Bank Guarantee deposited by the Lessee shall remain valid and effective and be maintained in full force until the expiry of the term of the agreement. The Security Deposit/Bank Guarantee shall be applicable in case of annual lease payments only.

5.2 Subject to Clause 7.2(iii), 7.6 and 7.7, the Security Deposit shall be returned to the Lessee within 30 days of the handover of Site by the Lessee to the Lessor on the expiry or early termination of Lease Agreement (as the case may be) and after clearance/ payment of all dues by the Lessee. If any dues, including Lease Rent etc, are payable by the Lessee under the terms of this Lease Agreement then the Lessor has a right to deduct the same from the Security Deposit. Further, in the event such dues are in excess of the Security Deposit the Lessor shall have the right to call upon (by written notice) the Lessee to replenish the shortfall in the Security Deposit within (60) sixty days of receipt of such notice.

5.3 No interest shall be payable by the Lessor on the Security Deposit. However, if any interest accrues on the instrument payable by the issuing authority, the same shall be passed on to the Lessee.

6. Permitted Use of Site

During the Term, the Lessee shall use the Site only for the purpose of the Project and other connected purposes and no other purpose whatsoever ("**Permitted Use**").

7. Termination prior to expiry of Term

7.1 This Lease Agreement may be terminated prior to the expiry of the Term, either by mutual agreement between the Parties in writing or through Termination Notice by a Party under Clause 7.5 due to other Party's Event of Default (Clause 7.3 & 7.4) or in accordance with the provision of Clause 9 (*Exit Rights*) or Clause 18 (*Force Majeure*).

7.2 On early termination of the Lease Agreement **due to Lessee's default under clause 7.3** in terms of this Lease Agreement as mentioned in Clause 7.1 above:

(i) the Site, shall automatically revert to the Lessor free from all encumbrances without the Lessor being required to pay any consideration in respect thereof and the Lessee shall hand over the Site in accordance with the provisions of Clause 7.7 of this Lease Agreement ;

(ii) Recovery of any part of unpaid Lease Rent & Taxes and any other amounts due and payable to the Lessor from the Lessee till the date of termination or handing over of site whichever is later ;

(iii) Forfeiture of Security Deposit by the Lessor to the Lessee

(iv) Pro-rata refund of Lease Rent paid in advance by the Lessee;

(v) Provision of NOC by the Lessor as may be required by the Lessee for dismantling or removing the Lessee's assets on the Site; and

(vi) Action for remove/disposal of movable fixtures/ equipment as well as fixed assets erected by them at their own expenses as detailed under clause 7.7.

7.3 Lessee's Event of Default: Each of the following event(s) or circumstance(s), to the extent not caused by Force Majeure event or Lessor's Event of Default under Clause 7.4, shall be considered, as Lessee's Event of Default :

(a) Final order for liquidation or winding up has been pronounced by a court of competent jurisdiction;

(b) Application for voluntary liquidation or winding up has been instituted by the Lessee;

(c) The Lessee is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Lessee or for the whole or material part of its assets that has a material bearing on the Lease Agreement

(d) The Lessee does or permits to do any act, matter, agreement or thing in violation of Applicable Law and/or Applicable Permits which results in a Material Adverse Effect with respect to the Lease Agreement ;

(e) Failure of the Lessee to pay Lease Rent to the Lessor in accordance with the provisions of the Lease Agreement;

(f) Failure by the Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Lease Agreement (other than the obligation to pay Lease Rent) which results in a Material Adverse Effect with respect to the Lease Agreement;

(g) The Lessee transfers or assigns its rights or obligations under this Lease Agreement or any part thereof or creation of any Encumbrance on the Site otherwise than as permitted under the Lease Agreement;

(h) Use of the Site for any purpose other than the Permitted Use;

(i) Voluntary abandonment by the Lessee of its operations at the Site or usage of the Railway network for the Project, without prior intimation to the Lessor for a continuous period of 180 (one hundred and eighty) days or more.

(j) The Lessee during the Term of the Lease Agreement amends its Memorandum of Association and/or Articles of Association in such a way that it conflicts with the terms and conditions of the Lease Agreement .

7.4 Lessor's Event of Default: - Each of the following events or circumstances, to the extent not caused by a Force Majeure event or Lessee's Event of Default under Clause 7.3, shall be considered, as Lessor's Event of Default:

(i) The Lessor fails to provide to the Lessee the right of way to the Site in terms of the Lease Agreement for more than twelve months.

7.4.1 The lessor shall refund full security money in terms of clause 5.2 and refund lease charges deposited with the lessor by lessee without any further financial liability on lessor.

7.5 Notice of Termination:

(i) Without prejudice to non-defaulting Party's rights under the Lease Agreement or under the Applicable Laws, the non-defaulting Party shall have the right to issue a notice for Event of Default ("**EOD Notice**") to the defaulting Party upon the occurrence of either a Lessee's Event of Default or Lessor's Event of Default (as the case may be).

(ii) The defaulting Party shall have the right to rectify or cure the breach within the Cure Period.

(iii) If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate the Lease Agreement by the issuance of a notice of termination ("**Termination Notice**").

(iv) The Lease Agreement shall stand automatically terminated without any further notice after 30 days of receipt of the Termination Notice by the defaulting Party. Notwithstanding the above, it is clarified that no Cure Period shall be provided where a default detailed in Clause 7.3(b & c) occurs, and the Lessor has the right to issue a Termination Notice under this Clause in respect of such default without issuing an EOD Notice.

(v) In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that constitutes an Event of Default then such Party shall immediately notify the other Party of the same. Such notification shall not be construed to have the effect of (i) waiver of any rights of the non-defaulting party in respect of such Event of Default; or (ii) adversely affecting the performance of any related obligation of either Party under this Lease Agreement. Provided however that such non-defaulting Party's right to issue EOD Notice shall extinguish after expiration of 365 days of the occurrence of the Lessor's Event of Default or Lessee's Event of Default, as the case may be, unless such default is of a continuing nature.

7.6 Without prejudice to the Lessor's rights under Applicable Law, upon termination due to Lessee's Event of Default the Lessor shall be entitled to recover any amounts due from the Lessee including any unpaid Lease Rent due and payable at the time of termination. In addition to above, the Lessor shall also have the right to adjust any such amounts including unpaid Lease Rent against the Security Deposit.

7.7 Upon termination of this lease agreement in accordance with the provision hereof, the lessee shall remove/dispose the movable fixtures/equipment as well as fixed assets erected by them at their own expenses and handover peaceful and vacant possession of the Site to the Lessor within sixty (60) days from the date of Termination Notice or such extended period as allowed by the Lessor on written request from the Lessee. For this duration, the Lessee shall have an uninterrupted license/permission to access the Site provided that Annual Rent has been paid by the Lessee for this period. In case of failure of the Lessee in pulling down and removing the installations, buildings and other works from the Site within the aforesaid period, the Lessor will be entitled to take over the movable fixtures/equipment as well as fixed assets on the site as per their utilities with no cost to Lessee, however, in absence of any utility of such assets (movable/immovable) to Lessor, actual expenses incurred by the Lessor in removing/disposing the assets shall be recoverable from the Lessee security deposit etc.

7.8 No liability (accrued or contingent) of the Lessee in relation to the Project on account of the Lessee's actions or inactions prior to expiry of Term or earlier termination of the Lease Agreement, shall be assumed or transferred to the Lessor.

7.9 If the Lease Agreement is terminated for any reason by the Lessor, the Lessor shall be entitled to Lease Rent only till the date of termination or date of handover of Site by the Lessee, whichever is later, and the excess amount, if any, already paid by the Lessee towards Lease Rent shall be refunded on pro-rata basis by the Lessor to the Lessee within 30 days of the handover of Site.

7.10 For GCT Cases: In case of difference in interpretation or difference/dispute in any clause under this land lease agreement and Main GCT agreement, the provisions of GCT agreement will prevail.

8. Lessor's representations and warranties

The Lessor hereby represents and warrants that:

- (a) The Lessor is the sole and absolute owner of the Site and has the necessary power and authority to execute, deliver and perform its obligations under this Lease Agreement;
- (b) There is no subsisting claim, suit, litigation, or any other such proceedings, restricting or challenging the title, possession, demarcation or boundaries of the Site;

- (c) Subject to the timely payment of the Lease Rent and adherence to the covenants and conditions of the Lease Agreement, the Lessee shall be entitled to possess, hold, use and enjoy the Site and every part thereof during the Term free from all Encumbrances;
- (d) Upon execution of the Lease Agreement and subject to the terms thereof, it shall deliver, or cause to be delivered, to the Lessee, possession of the Site on "as is where is basis";
- (e) The Lessor shall not create any Encumbrances on the Site or otherwise part with or alienate any of its rights, title or interest in or to the Site which adversely affects Lessee's use and enjoyment of the Site in terms of the Lease Agreement.

9. Exit Rights

9.1 Lessor's Exit Right: Notwithstanding anything to the contrary, if the Site is required for Railway's own developmental works (new line, multi-tracking, traffic facility works and station development works), the Lessor shall have the right to (a) terminate the Lease Agreement, or (b) take back a part/complete Site. In either of the aforementioned situations (a) and (b), the Lessor shall be required to provide a twenty-four (24) months or as per GCT policy whichever is less prior written notice to the Lessee.

Pursuant to receipt of such notice, notwithstanding anything mentioned in Clause 4.2 (advance rent) the future rents shall be paid by the Lessee only till the expiry of the said 24 months period or as per GCT policy whichever is less. The rights under this Clause may be exercised by the Lessor, subject to the following:

- i. Lease Rent shall be paid by the Lessee to the Lessor on a proportionate basis for the Term during which the Lease shall subsist ; and in the event rent had been paid upfront, excess part of Lease Rent for unutilized period of Term shall be refunded without any interest there in ;
- ii. In the event the Lessor takes back part of the Site, the Lease Rent will be reduced proportionality; and in the event rent had been paid upfront, excess amount will be refunded proportionately based on area taken back for unutilized Term of lease but without any interest thereof;
- iii. In the event of the Lessor takes back the Site before expiry of Term of Lease Agreement, Lessor will pay the compensation payment to lessee as per valuation of the investment made by the party in the project. The valuation of investment made will be done either by Government agencies or mutually agreed Government approved valuers.
- iv. In the event the Lessor intends to take back part of the Site and the Lessee refuses such proposal/ request on account the resultant part of the Site becomes inaccessible, unusable or not suitable for use of the Lessee, full Site shall be taken back by the Lessor.

9.2 Lessee's Exit Right: Notwithstanding anything to the contrary, the Lessee shall have the right to (a) exit the Lease Agreement, or (b) return any part of the Site. In either of the aforementioned situations (a) and (b), the Lessee shall be required to provide twelve (12) months written notice to the Lessor. The rights under this Clause may be exercised by the Lessee subject to the following:

(i) The Lessee shall continue to pay the Lease Rent in full for this period of twelve (12) months or handing over of site whichever is later.

(ii) In the event the Lessee returns part of the Site, mutually agreed to by lessor wherein lessor feels that it can be of some use to it, the annual Lease Rent will be adjusted proportionately to the amount of area retained by the Lessee after 12 months of handing over of such part of the Site.

(iii) The Lessee may at any time during the notice period forego to continue in the Site and exit the Lease Agreement forthwith by paying pro-rata advance rent for the remainder of the notice period.

(iv) The rights under this Clause may be exercised by the Lessee subject to that the Lessee shall not be entitled for refund of any part of Lease Rent.

(v) In any event, the Lessee shall hand over possession of the Site or part thereof to the Lessor on or before the end of the notice period.

(vi) In the event of the Lessee exit the Lease Agreement or return more than 50% of the Site, the Lessee shall pay one year Lease Rent, as compensation for the loss of rent, to the Lessor except when the remaining lease period is less than one year where only rent for balance period is to be given. Nothing in this clause shall be construed to limit the rights of the Lessor from claiming any compensation in respect of any loss that may have occurred to the Lessor due the premature exit of the Lessee from the Lease Agreement.

9.3 In the event of proposed return of part(s) of the Site by the Lessee, the Lessor shall have the right to refuse such proposal/ request of the Lessee in case such part(s) of the Site become inaccessible, unusable or not suitable for any future leasing/ licensing by the Railway and the Lessee shall be liable to pay the Lease Rent without any reduction on a proportional basis.

9.4 In the event, the Lessee exercises its right to return the Site (or any part thereof) it shall give a notice period of 12 months and remove/dispose the movable fixtures/ equipment as well as fixed assets erected by them at their own expenses within the notice period. In case of failure of the Lessee in pulling down and removing the installations, buildings and other works from the Site within the aforesaid period, the Lessor will be entitled to take over the movable fixtures/ equipment as well as fixed assets on the site as per their utilities with no cost to Lessee, however, in absence of any utility of such assets (movable/immovable) to Lessor, actual expenses incurred by the Lessor in removing/disposing the assets shall be recoverable from the Lessee security deposit etc.

10. Limitations on grant of lease rights on the Site

10.1 The Parties expressly agree that subject to the provisions of the Lease Agreement, the right of way and the leasehold rights are being granted to the Lessee exclusively for the Permitted Use relating to the Project mentioned in this Lease Agreement. It is clarified that (i) the Lessee shall not sell or alienate the Site in any manner or otherwise dispose of or remove except for the purpose of the Lease Agreement including the Project, the sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the Project, or any building, or produced upon the Site; and (ii) the Lessee shall not use the Site or any part thereof or permit same to be used for worship or religious or educational purpose or for any other purpose other than Permitted Use.

10.2 The Parties recognize and agree that nothing contained in the Lease Agreement shall be constructed to constitute a transfer of the title of the Site. The Lessee shall not, at any time during the Term, assert any ownership rights over the Site and that the lease rights shall be incapable of conversion into freehold rights.

10.3 Without prejudice to the foregoing, the Lessee agrees, confirms and undertakes that it shall not sell, license, sub-license, lease, sub-lease, assign, underlet or sub-let or part with the possession of the Site or any part thereof or any interest therein, except to the extent specifically permitted under the Lease Agreement.

10.4 It is expressly agreed understood and recorded between the Parties that:

- (i) mining rights cannot, and do not, form part of the rights granted hereunder and the Lessee hereby acknowledges that it does not, and shall not have (a) any mining rights in the Site under the Lease Agreement or any interest in the underlying mineral, if any; and (b) any right over minerals such as gold, silver, oil and other minerals of any description found in the Site.
- (ii) any archaeological discoveries shall belong to and vest in the Government and the Lessee shall promptly report the discovery thereof to Railway and the appropriate Government authority and follow such authority's instruction for safe removal thereof. It is agreed that the Lessor will coordinate with authorities to ensure minimal disruption to the business of the Lessee for carrying out aforesaid instructions for safe removal. It is further clarified that the Lessee shall not have any right over any precious stones, coins, treasures, relics, antiquities and other similar things found in the Site.

10.5 It is expressly agreed between the Parties that Lessor reserves for itself, subject to the provisions of this Lease Agreement, the right to grant any easements over or rights of access or rights of way on, over, under, through or across the Site for the purpose of supply of electricity, gas, telecommunication cables, water, sewerage, drainage or any other services and utilities; or, the purpose of transport or other services to the public.

10.6 The Lessee shall be deemed to have inspected the Site and be aware of the existing boundary wall(s), buildings, constructions, immovable assets, structures, installations, trees, shrubs, electric poles, etc., if any, on the Site, which is being offered on an "as is where is basis". The Lessee shall be fully responsible for arranging any further Applicable Permits related to the Site and the Project and the Lessor shall not be responsible for any failure or delay in obtaining such Applicable Permits. The Lessee hereby admits, agrees and acknowledges that the Lessor has not made any representation to the Lessee or given any warranty of any nature whatsoever to the Lessee in respect of the Site including in respect of its topography, soil/soil strata, usefulness, utility etc. or the fulfilment of criteria or conditions for obtaining Applicable Permits by the Lessee for implementing the Project on the Site.

10.7 Deemed Knowledge and Disclaimer: The Lessee shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from the Lessor in respect of the Project other than for those matters in respect of which express provision is made in the Lease Agreement .

11. Lessee's representations and warranties

The Lessee hereby represents and warrants that:

- (a) It has full power and authority to execute, deliver and perform its obligations under the Lease Agreement and to carry out the Project;
- (b) It has taken all necessary corporate and other actions under Applicable Laws and its Memorandum and Articles of Association to authorize the execution, delivery and performance of its obligations under the Lease Agreement;
- (c) This Lease Agreement has been duly authorized, executed, and delivered by it after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;

12. Covenants

12.1 The Lessor undertakes to be bound by the following covenants during the Term:

- (a) The Lessor shall allow the Lessee ingress and egress right to and from the Site for the Project during the Term from the agreed locations, without any hindrance;
- (b) Upon execution of the Lease Agreement , the Lessor shall provide the Lessee with any consent or no objection of the Lessor and Railway in obtaining power, water, telephone and such other facilities that the Lessee may require to use and enjoy the Site effectively for the Project. Such consent or no objection shall be provided by the Lessor within a reasonable time, and no later than 30 (thirty days) from the date of the request made by the Lessee.

12.2 The Lessee undertakes to be bound by the following covenants during the Term:

(a) During the Term of the Lease Agreement, it shall undertake the development of the Site, and other works which in its reasonable opinion may be required in relation to the Permitted Use and obtain necessary approvals/clearances from the appropriate authorities for the same;

(b) Subject to Clause 12.1(b), the Lessee shall be solely responsible for seeking connections at its own cost and expense and ensuring the supply of all utilities such as water, electricity etc. incidental to the implementation of the Project from the appropriate authorities at its own cost and expense.;

(c) It shall obtain and maintain/ renew all Applicable Permits that may be required under the Applicable Laws;

(d) It shall not create any Encumbrance on the Site, except as permitted in this Lease Agreement ;

(e) It shall keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times, and shall ensure that the Site shall be free of encroachments at all times;

(f) It shall undertake the Project during the Term with due regard to Applicable Law and it shall take all necessary care to keep the Site neat and clean and in sanitary conditions;

(g) It shall duly comply with Applicable Law related to labour, workmen and other staff employed for the Project;

(h) It shall obtain and maintain in force during the Term, all insurance in accordance with the provisions of the Lease Agreement and Good Industry Practice;

(i) Passage, walk-ways, or water bodies, if any on the Site, may be blocked, cut through, altered, or diverted by the Lessee as per Applicable Laws. In case of any violation of Applicable Laws by the Lessee in this regard, if any fine or penalty is levied on the Lessor/Railways then the same shall be recoverable from the Lessee;

(j) Where any government authority having competent jurisdiction orders the Lessee to pull down, rebuild, replace or repair any part or parts of construction conducted on the Site as being in violation of Applicable Permits or Applicable Law, and such order has not been stayed or otherwise set-aside, the Lessee shall remove such part of construction within reasonable timelines as may be directed by such government authority.

(k) The Lessee undertakes that it shall notify the Lessor of any breach by the Lessee of any Applicable Permits notified by an appropriate authority through written notice resulting in Material Adverse Effect acquired in relation to the Site.

(l) The Lessee shall pay all Taxes in respect of the Site which may be levied at any time during the Term of the Lease Agreement. In case any Taxes due to be paid by the Lessee but the Lessee fails to pay, the Lessor shall be entitled, but not be obliged to pay the same and will be entitled to receive such amounts paid by the Lessor from the Lessee along with interest at a rate of 12% (twelve percent) per annum.;

13. Indemnities

13.1 The Lessee and Lessor shall fully indemnify, defend and hold harmless each other, respective indemnified Party's officers, servants, agents, against any and all losses, suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the indemnified Party and which may arise of or as a result of any of the following cause:

(a) any breach by a Party of any of its obligations, covenants, agreements, representations or warranties set forth in this Lease Agreement ;

(b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by a party;

(c) any breach, violation or non-compliance by a Party of any Applicable Laws and/or Applicable Permits with respect to the exercise of its rights and obligations with respect to the Site; and

13.2 Notwithstanding anything to the contrary contained herein, in no event shall the Lessor, its officers, employees or agents be liable to indemnify the Lessee for any matter arising out of or in connection with the Lease Agreement in respect of any indirect or consequential loss, including for any loss of profit, suffered by the Lessee.

13.3 Either Party shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the other Party, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to such other Party, as aforesaid, any reasonable sum or sums of money which may be paid and any reasonable expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise.

13.4 It is expressly understood by the Parties that Clause 13 shall survive the termination or expiry hereof.

14. Regulatory approvals for construction

14.1 The Lessee agrees and covenants that the Lessee shall undertake construction of buildings and/or structures related with the operation of the Project at the Site only after obtaining all Applicable Permits as are

necessary for such constructions. The Lessee further agrees that the Lessee shall at all times comply with the conditions of such Applicable Permits.

14.2 The Lessor shall not in any way liable for the approval/ permits or for non-receipt thereof for any reason whatsoever nor for any loss or damage arising in consequence of such delay or non-receipt

15. Inspection by the Lessor

15.1 The Lessee agrees that during the Term of the Lease Agreement, the Lessor and its authorised persons/officers shall have the right, by giving a prior notice of twenty four (24) hours to the Lessee, to enter upon and inspect the Site, all works and convenience of the Lessee thereon whether completed or in course of construction.

15.2 The Lessee undertakes that it shall notify the Lessor of any material breach by the Lessee of any Applicable Permits acquired in relation to the Site.

16. Stamp duty and registration charges

Subject to the exemption or waiver, if any, granted by the government or any other authority, the Parties agree that all stamp duties, registration charges and all other local/statutory charges payable in respect of the lease contemplated herein, and it's all associated activities, shall be to the account of and borne by the Lessee. The Lessee shall be solely responsible to take all necessary actions to ensure that the Lease Agreement is adequately stamped and duly registered with the relevant authority and the Lessor shall provide support to the Lessee, in this regard.

17. Assignment, Mortgage and Sub-Letting

Notwithstanding anything contained otherwise in the Lease Agreement, the Lessee shall not have the right to mortgage or encumber its interest over the Site in favour of third party lenders. The Lessee shall not assign, sub-let, sub-lease, license, the Site (or any part thereof) or its interest as a Lessee or grant any concession within the Site to any third party or part with possession or use of any part of the Site.

18. Force Majeure

18.1 Neither Party shall be liable to the other for non-performance of its respective obligations under this Lease Agreement on account of any event of force majeure as referred in Clause 18.2 ("Force Majeure") and Change of Law shall not be considered as a Force Majeure event.

18.2 Force Majeure event: Force Majeure event means the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clause 18.3 :

(i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Site;

- (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case involving or directly affecting the Site;
- (iii) nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Site and/or the assets, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Site by the Lessee or any affiliate of the Lessee or any contractor of the Lessee or any of their respective employees, servants or agents;
- (iv) strikes, working to rule, go-slows and/or lockouts which is not restricted to the Lessee are in each case widespread, nationwide and affects the Site;
- (v) any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within the Site or near vicinity;
- (vi) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Site or near vicinity;
- (vii) epidemic, pandemic,
- (viii) any event or circumstances of a nature analogous to any events set forth in sub-Clause (i) and (vii) above

18.3 In the Lease Agreement, no event or circumstance and/or no combination of events and circumstances shall be treated as a Force Majeure event unless, among other conditions that may be imposed by law, it satisfies all the following conditions: -

- (i) materially and adversely affects the performance of an obligation under the Lease Agreement ;
- (ii) are beyond the reasonable control of the affected Party;
- (iii) such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care; and
- (iv) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder.

18.4 As soon as reasonably practicable and in any case within 30 (thirty) days of the date of occurrence of a Force Majeure event or the date of knowledge thereof, either Party shall notify other Party of the same setting out, *inter alia* (a) the nature of the Force Majeure event and the estimated period for which the Force Majeure event is likely to continue; (b) the nature of and to the extent to which, the performance of any of its obligations under this Lease Agreement will be affected by the Force Majeure event; (c) the measures which the other Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure event and to resume performance of such of its obligations affected thereby.

18.5 Where the event of Force Majeure exists for a continuous period of 12 (twelve) months from the date of the notice referred to in Clause 18.4, the Parties shall mutually decide on the course of action to be adopted, which may include the determination of this Lease Agreement. If Parties cannot mutually agree, then Lessee will have a right to terminate the Lease Agreement post 12 (twelve) months from the date of notice in Clause 18.4, with a notice of 30 (thirty) days.

18.6 Notwithstanding anything to the contrary in this Lease Agreement, if the Lease Agreement is determined in accordance with Force Majeure event, neither Party shall be liable to pay any compensation to the other for such termination.

19. Dispute Resolution

19.1 A 'dispute' shall mean, any dispute and differences or controversy, of any nature whatsoever, howsoever arising under or out of or in connection with the Lease Agreement between the parties, and so notified in writing by one party to another.

19.2 The parties shall, at first instance, use their respective reasonable endeavor to settle the Dispute amicably between themselves through negotiation for a period of 60 days' from the receipt of notice by responding Party under this clause.

19.3 Any Dispute which the Parties are unable to resolve through negotiation or amicable settlement, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of existence of a Dispute, shall be resolved in accordance with the provisions of this Lease Agreement .

19.4 A standing committee of three JAS/SG officers of Engineering, Finance and user department of concerned railway division shall examine all the issues and submit recommendations to the DRM whose decision shall be final and binding on all the parties.

20. Governing Law & Jurisdiction

This Lease Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place where Lease Agreement has been executed shall have the exclusive jurisdiction to try such litigation.

21. Independent Rights

Each of the rights of the Parties is independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Lease Agreement or otherwise. Provided that where different rights are created as a result of or on account of a single cause of action, where a Party has achieved complete remedy by pursuing one course of action, such Party shall not be entitled to pursue another course of action to seek further remedies for the same cause of

action. Furthermore, all causes of action available to any Party in respect to one single subject matter of dispute may also be raised in one single legal proceeding.

22. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Lease Agreement shall be in writing and shall:

- a. in the case of the Lessee, be given by registered acknowledgement due or by air-mail or by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Lessee may from time to time designate by notice to the Lessor;

Attention:

Designation:

Address:

Fax No:

Email:

- (b) in the case of the Lessor; be given by registered acknowledgement due or by air-mail or facsimile or e-mail and by letter delivered by hand to the address given below and be addressed to the Lessor with a copy delivered to the Lessor's Representative or such other person as the Lessor may from time to time designate by notice to the Lessee;

Attention:

Designation:

Address:

Fax No:

Email:

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

23. General Provisions

23.1 This Lease Agreement together with the Annexures constitutes the entire agreement between the Parties with respect to the subject matter and the transaction envisaged in this Lease Agreement and shall supersede any prior written or oral agreements between the Parties.

23.2 Waiver

(a) Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Lease Agreement :

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Lease Agreement ;

(ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(iii) shall not affect the validity or enforceability of this Lease Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Lease Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

23.3 Amendments: No amendment or waiver of any provision of the Lease Agreement, nor consent to any departure by any of the Parties there from, shall, in any event, be effective unless the same shall be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

23.4 Language: All notices, certificates, correspondence or other communications under or in connection with the Lease Agreement , any other documents shall be in English.

23.5 Counterparts: This Lease Agreement is made in 2 (two) original copies, each having the same contents and the Parties have read and thoroughly understand the contents hereof and have hereby affixed their respective signatures and seals before witnesses. All counterparts shall constitute the same Lease Agreement .

23.6 Severability

If for any reason whatsoever, any provision of this Lease Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Lease Agreement or otherwise.

23.7 Specific Performance

Parties agree that, to the extent permitted under applicable laws, and notwithstanding any other right or remedy available hereunder, the rights and obligations of the Parties herein shall be subject to the right of specific performance and the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court. The breach of the provisions hereof will cause immediate irreparable harm to the adversely affected party for which compensation in terms of damages shall not be an adequate remedy. Without prejudice thereof, the affected party shall be entitled to any other right or remedy under at law or in equity, including without limitation recovery of damages from the defaulting party.

23.8 Expenses

Subject to Clause 16, each Party shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, authorised representatives, advisors, counsel and accountants) necessary for the negotiation, preparation, execution, delivery, the performance of and compliance with this Lease Agreement .

23.9 Expiry and Vesting Provisions

In case of expiry of the Term or termination under Clause 9.1 and Clause 9.2, the process of transfer and vesting shall start at least 01 (one) year prior to expiry of the Term or from the date of Termination Notice (as the case may be) with a joint survey by the Lessor and the Lessee of all the assets and utilities, and structures on the Site. In case the Lessor decides against extending the lease for a further term, the Lessee shall ensure vacation the Site at least a fortnight prior to the expiry of the Term and the Site shall be transferred to the Lessor free from Encumbrances.

23.4 Renewal of Agreement

On expiry of lease agreement, further renewal upto 35 years or as agreed upon by lessor and lessee whichever is less can be done based on mutual agreement between railway and party. Market value of the land prevalent at the time of renewal shall be considered for deciding the lease charges.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS LEASE AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of THE PRESIDENT OF INDIA by:	For and on behalf of LESSEE by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
In the presence of;	In the presence of;
1.	1.
2.	2.

Annexure-I

Site Description & Inventory

1. The details of the Site is as below:-

Land Area	_____ sq.m.
The Site is bounded by:-	
North:	
East:	
West:	
South:	

2. **Site inventory:-** The Site has the following inventory in, on and around it:

Annexure-II

Site Plan

Site Plan of Land included in the memorandum showing the adjoining land, railway siding, transmission lines etc. is enclosed herewith.

Annexure-III

Lease Rent

i. In case of annual rent

Lessee accept and agrees to pay Lease Rent for the lease rights on an area of land _____[] sqm as per break up given below:-

Area of Site : _____sqm

Market Value of Site:- Rs. _____

Lease Rent = ----- % of Market value of Site with annual escalation of -----%

ii. In case of upfront payment

Lease Rent = ----- % of Market value of Site with annual escalation of -----% on present value basis with discounting of future cash flows at rate of 7% per annum for 35 years

[1] This document is specifically framed for PARTY and may be used for other cases. Accordingly, provisions pertaining to PARTY have been kept in square bracket "[]" and should be removed/modified for other cases.

[2] In case the entity is not a company under the Company Act 2013, such entities shall have to get registered as a company under the Company Act 2013 before signing the Lease Agreement.

[3] This should be confirmed by finance before signing the Lease Agreement.

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2022/LML-I/24/67

New Delhi, dated: 21/03/2023

The General Managers
All Zonal Railways & PUs.

Sub: Clarification on levying supervision charges for laying Telecom/OFC cables for BharatNet project and Smart City Mission initiative.

- Ref:** (i) Rly Bd letter No. 2017/LML-/24/13 dated 05.01.18, 16.02.18 & 07.06.18.
(ii) Rly Bd letter No. 2022/LML-I/24/38 dated 04.08.22 & 05.09.22
(iii) Board's policy circular No. 2021/LML/25/5 dated 04/10/2022
(iv) Rly Board's letter No. 2022/LML-I/24/67 dated 21.12.22.

The guidelines for laying Telecom/OFC cables for Bharatnet Project of Department of Telecom and Smart City Mission (SCM) initiative of Ministry of Housing & Urban Affair were issued by Railway Board vide letters under reference (i) & (ii).

2. Railway Board vide letter under reference (iii) has issued Master circular on land policy. Subsequently Railway Board vide letter under reference (iv) has issued guidelines on provision of lumpsum supervision charges to accord approval for wayleave cases of Telecom/OFC cables.
3. Few references have been received in Board's office seeking clarification on the applicability or otherwise of supervision charges on the proposals under Bharatnet Project and Smart City Mission (SCM) initiative.
4. Considering the importance of the Bharatnet Project and 'Smart City Mission' Program of Govt. of India, it has been decided with the approval of Board (MI) that the proposals of laying of OFC/Telecom cables received under "Bharatnet Project" & "Smart City Mission", being implemented by Department of Telecom & Ministry of Housing & Urban Affair respectively will continue to be governed by the instructions issued vide Board's letter under reference (i) & (ii) respectively. The instructions on levying lump sum supervision charges as envisaged in Board's letter dated 21.12.2022 under reference (iv) shall not be applicable for proposals received under Bharatnet Project and 'Smart City Mission' Program of Govt. of India.

Signed by Pameer Arora
Date: 21-03-2023 17:03:59
Reason: Approved (Pameer Arora)
Director/Land & Amenities
Railway Board

No. 2022/LML/24/67

New Delhi, dated 21.03.2022

Copy forwarded for information to:

1. The Principal Financial Advisor (PFA), All Indian Railways.
2. The Principal Director of Audit, All Indian Railways.
3. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

Signed by Sanjay Kumar Singh

Date: 22-03-2023 17:29:23

Reason: Approved for Member (Finance), Railway Board

No. 2022/LML/24/67

New Delhi, dated 21.03.2022

Copy to :

- i) Secretary, Ministry of Housing and Urban Affairs, Nirman Bhawan, New Delhi
- ii) Secretary, DoT, Sanchar Bhawan, 20 Ashoka Road, New Delhi-110001
- iii) EDCE(P), EDCE(G), EDCE(B&S)(, OSD/RCIL, Dir(Tele.), Tele & F(X) Branches, Railway Board.

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2022/LML-I/24/67

New Delhi, dated: 14/02/2023

The General Managers
All Zonal Railways & PUs.

Sub: Ensuring timeline of 15 days for approval of way leave permission for laying water/ sewage pipelines upto 300 mm diameter from the date of registration in online portal.

Ref: Board's policy circular No. 2021/LML/25/5 dated 04/10/2022

Board vide above referred letter has issued Master Circular on Policy for Management of Railway Land. Para 3.4.1 of Master Circular stipulates a time line of 15 days for approval of way leave cases for public utilities like telecom and Optical Fibre Cables, pipe lines upto 300 mm diameter. In order to ensure timely disposal of way leave cases related to water/ sewage pipelines upto 300 mm diameter, following guidelines are issued with the approval of Board:

(i) Joint feasibility check is not required. Feasibility check may be done by concerned ADEN of the section only. In case the proposal is found feasible, the same will be forwarded to Division otherwise application will be rejected. The stake holder will submit application along with signed plan of proposed crossing.

(ii) Lumpsum charges towards Supervision charges and Way leave charges will be generated by RBCS (online system) as detailed below:

S No.	Length of water/ sewage pipelines crossing	Way leave charges (in Rs)	Supervision Charges
1	Upto 50m	Rs 1000/- for 35 years	Rs 45,000/- per crossing
2	More than 50m	Rs 1000/- for 35 years	Rs 90,000/- per crossing

(iii) No other charges shall be levied for granting approval.

(iv) The finance vetting in Division is not required.

(v) Division has to ensure all safety measures before actual execution of the work by party.

(vi) For keeping accountal of these type of proposals, the file after approval of DRM will be marked to Sr DFM in Divisions in the online system itself.

2. Please acknowledge receipt of this letter.

Signed by Pameer Arora
Date: 14-02-2023 12:20:45
Reason: Approved
(Pameer Arora)
Director/Land & Amenities
Railway Board

No. 2022/LML/24/67

New Delhi, dated 14.02.2023

Copy forwarded for information to

1. The Principal Financial Advisor (PFA), All Indian Railways.
2. The Principal Director of Audit, All Indian Railways.
3. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.

Signed by Jagdish Pandey

Date: 14-02-2023 13:14:49

for Member (Finance), Railway Board

No. 2022/LML/24/67

New Delhi, dated 14.02.2023

Copy for kind information to:

1. Advisor(MR), EDPG(MR), EDPG/MoSR(D), PS/MoSR(D), OSD(MR), OSD/Co-ordination(MR).
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
3. AM (Traffic), AM(C), AM/L&A, AM/Works, Adv. (Vig.), EDF(X), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), DTT(Coord), OSD/Chairman &CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director General, National Academy of Indian Railways, Vadodara.
6. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
7. Managing Director, DFCCIL, Pragati Maidan, New Delhi.
8. The Principal Chief Engineers, All Zonal Railways.
9. CPD/TMS, Northern Railway for making necessary correction in IR-RBCS.

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2022/LML-I/24/67

New Delhi, dated: 21/12/2022

The General Managers
All Zonal Railways & PUs.

Sub: Ensuring timeline of 15 days for approval of way leave permission for laying telecom / Optical Fibre Cables (OFCs) from the date of registration of online portal.

Ref : Board's policy circular No. 2021/LML/25/5 dated 04/10/2022

Board vide above referred letter has issued Master Circular on Policy for Management of Railway Land. Para 3.4.1 of Master Circular stipulates a time line of 15 days for approval of way leave cases for public utilities like telecom and Optical Fibre Cables, pipe lines upto 300 mm diameter. In order to ensure timely disposal of way leave cases related to telecom and Optical Fibre Cables, following guidelines are issued with the approval of Board:

(i) The present system of Joint feasibility check is dispensed with. Feasibility check will be done by concerned ADEN of the section only. In case the proposal is found feasible, the same will be forwarded to Division otherwise application will be rejected. The stake holder will submit application alongwith signed plan of proposed crossing.

(ii) Lumpsum charges towards Supervision charges and Way leave charges will be generated by RBCS (online system) as detailed below:

S No.	Length of OFC Crossing	Way leave charges (in Rs)	Supervision Charges
1	Upto 50m	Rs 1000/- for 35 years	Rs 20,000/- per crossing
2	More than 50m	Rs 1000/- for 35 years	Rs 24,000/- per crossing

(iii) No other charges shall be levied for granting approval.

(iv) The finance vetting in Division is not required

(v) Division has to ensure all safety measures before actual execution of the work by party.

ame

Continued -1
21/12/22

(vi) For keeping accountal of these type of proposals, the file after approval of DRM will be marked to Sr DFM in Divisions in the online system itself.

(vii) The flow chart for granting approval on IR-RBCS is attached as Annexure - I.

2. Please acknowledge receipt of this letter.

DA: As above



(Pameer Arora)
Director/Land & Amenities
Railway Board

No. 2022/LML/24/67

New Delhi, dated 21.12.2022

Copy forwarded for information to:

1. The Principal Financial Advisor (PFA), All Indian Railways.
2. The Principal Director of Audit, All Indian Railways.
3. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.



for Member (Finance), Railway Board

No. 2022/LML/24/67

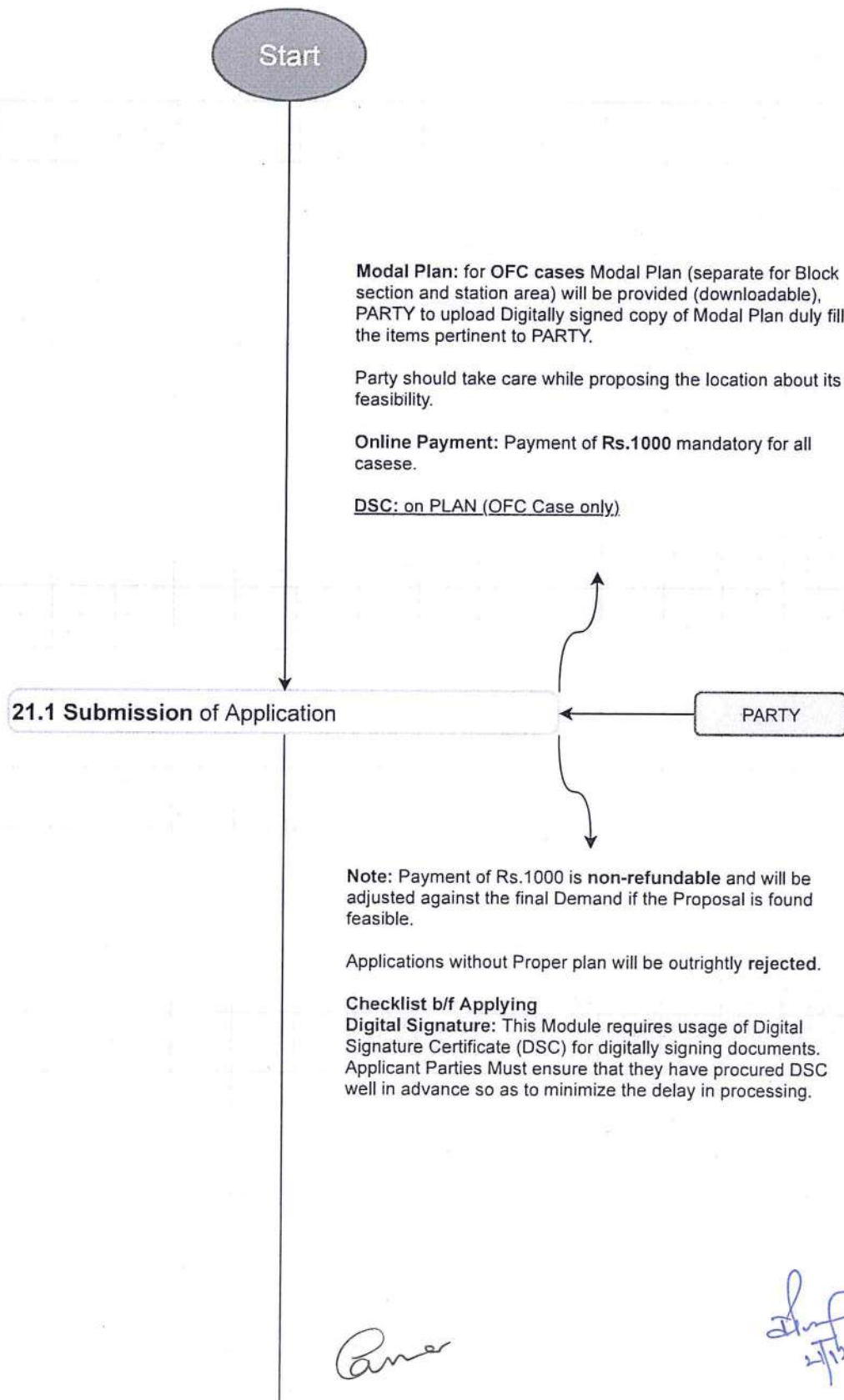
New Delhi, dated 21.12.2022

Copy for kind information to:

1. Advisor(MR), EDPG(MR), EDPG/MoSR(D), PS/MoSR(D), OSD(MR), OSD/Co-ordination(MR).
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
3. AM (Traffic), AM(C), AM/L&A, AM/Works, Adv. (Vig.), EDF(X), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), DTT(Coord), OSD/Chairman & CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director General, National Academy of Indian Railways, Vadodara.
6. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
7. Managing Director, DFCCIL, Pragati Maidan, New Delhi.
8. The Principal Chief Engineers, All Zonal Railways.
9. CPD/TMS, Northern Railway for making necessary correction in IR-RBCS.

IR-RBCS OFC CABLE FLOW CHART V1 (12-DEC-2022)

Party Application

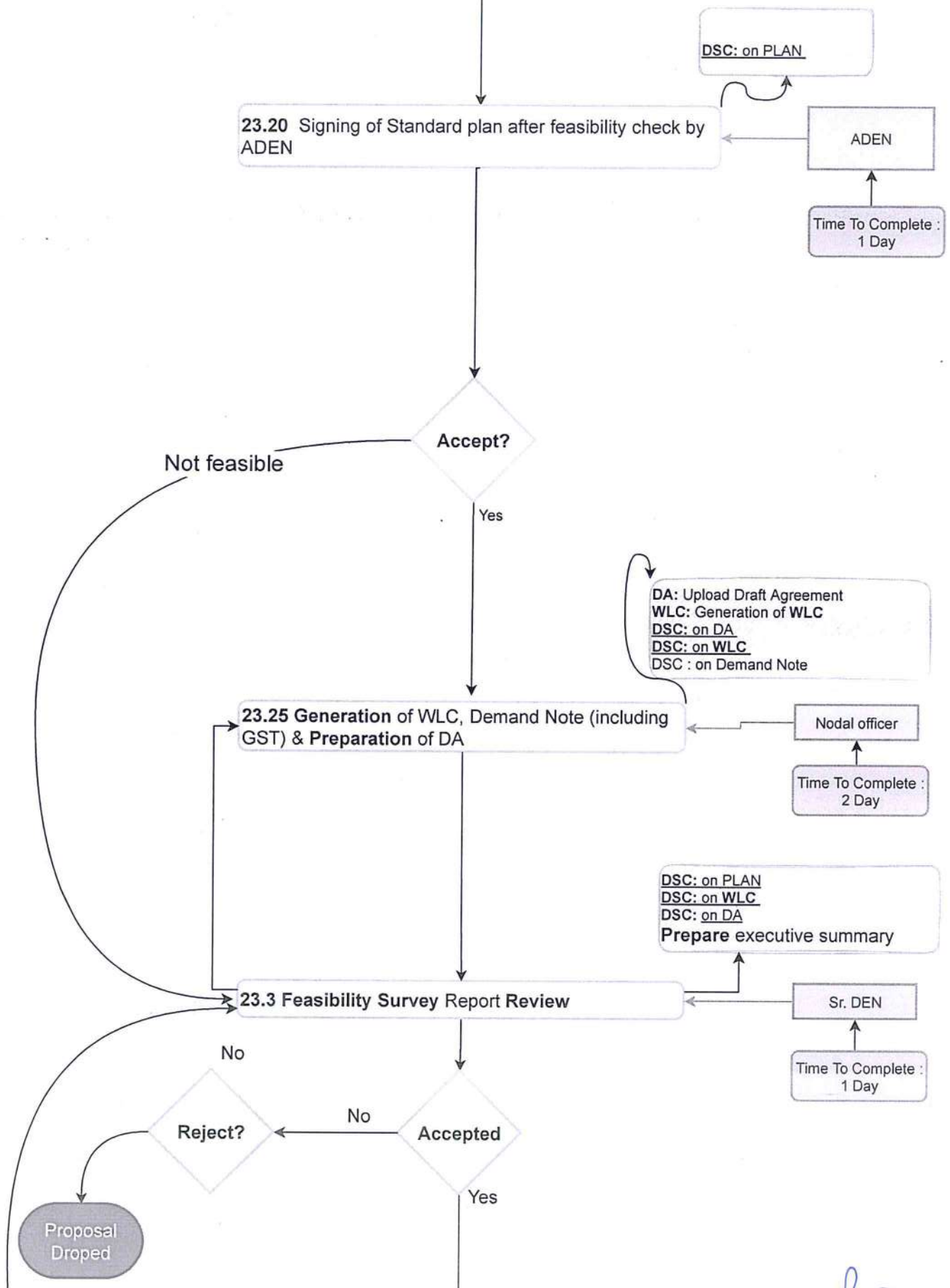


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graph TD
    Party[Party] --> 212[21.2 Corrections to the proposal]
    212 --> 221[22.1 Registration of Application]
    221 --> Registered{Registered?}
    Registered -- Yes --> End(( ))
    Registered -- Dropped --> Dropped([Proposal Dropped])
    Registered -- Return --> 212
    221 --> Upload[+ Upload RB Circular applicable (multiple)]
    221 --> Nodal[Nodal officer]
    Nodal --> Time[Time To Complete : 1 Day]
  
```

21/11/24

Joint Feasibility Survey



Answer

21/12/22

27. Approval of Way Leave Plan & DA

27.1 Process for Approval of proposal & Signing of Wayleave Plan

DSC on Plan

Sr. DEN (Co)

Time To Complete :
1 Day

Accepted?

Return

Yes

27.2 Process for Approval of proposal & Signing on Wayleave Plan

DSC on Plan

ADRM

Time To Complete :
1 Day

Yes

Return

27.3 Approval of Proposal & Signing on Wayleave Plan

DSC on Plan

DRM

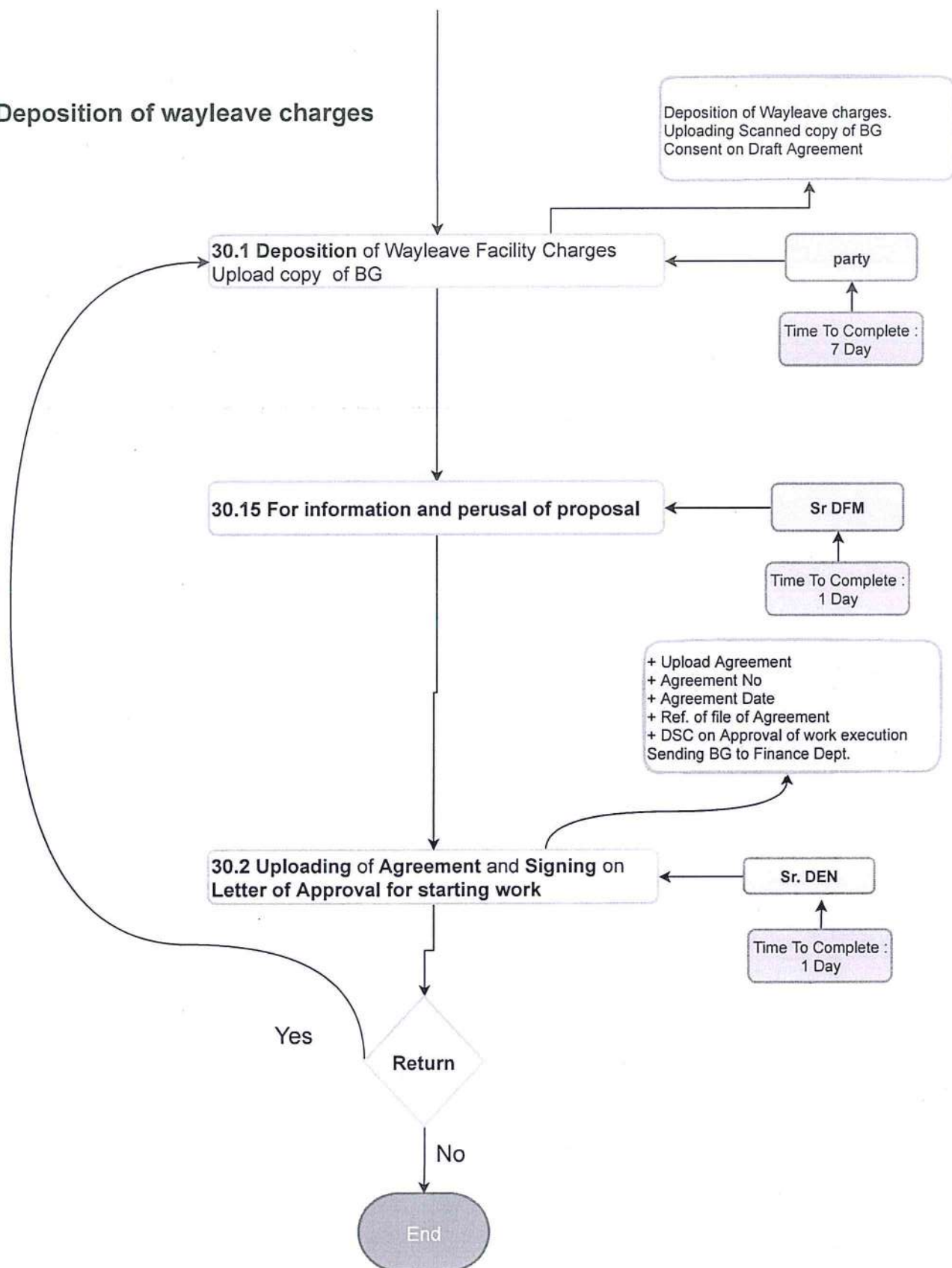
Time To Complete :
1 Day

mail to party : - Proposal with id no. has been approved Subject to deposition of wayleave charges and uploading copy of BG(Rs. 500000) within 7 days from date of recieving of this mail ,failing which proposal stands dropped automatically . For Execution of work party may contact Sr.DEN concerned for signing of agreement and submission of original BG

Amr

27/12/20

30 Deposition of wayleave charges



Note : Daily Mail to all concerned officers and party.

Handwritten signature
27/12/22

ame

भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड / RAILWAY BOARD)

No.2022/LML-I/25/5-(Pt-2)

New Delhi, Dt: 06.12.2022

The General Managers,
All Zonal Railways.

Sub: Model/Standard of agreement for granting of way leave facility rights for crossing railway land.


Master Circular on long term leasing of Railway Land for implementing PM Gati Shakti framework (Cargo related activities, Public utilities and Railway's exclusive use) has been issued vide Railway Board's letter No. 2021/LML/25/5 dated 04.10.2022.

As per the para 7.2 of the policy Model/Standard way leave agreement is to be issued. Accordingly, model agreement to be executed between the Railway and the party for granting way leave facility rights for crossing railway land has been approved by the competent authority and the same is enclosed as Annexer-I.

Following conditions may be ensured before finalizing the Model Agreement:-

- 1). It may be ensured that whosoever executes the present draft agreement for and on behalf of the parties are authorized to do so and their name and designation are correctly mentioned in the opening Para as well as in the Signature Clause at the time of actual execution of the same. In addition to this, the name and full address of the witnesses representing the parties should also be mentioned in the Signature Clause at the time of actual execution of the same.
- 2). It may be ensured that blank spaced in the draft, if any, should be filled with appropriate/proper wordings according to their requirements before actual execution of the same.
- 3). It may be ensured that draft format of agreement under reference is in tune with the conditions and guidelines prescribed in the department's policy and rules, if any, applicable on the subject. The administrative Department/Ministry may further satisfy themselves regarding appropriateness of the terms and conditions contained in the aforesaid draft and fulfillment of their purpose/requirement.
- 4). It may be ensured that in the cases of Telecom Cable crossing below the railway track, the depth of the top of casing pipe should be 2 meters from the ground level. A typical drawing for crossing of telecom cables below railway track in station area and in block section are enclosed for reference with this letter.

DA: As above


(Pameer Arora)

Director/Land & Amenities
Room No.477, Rail Bhawan
Railway Board
Tele: 011 - 2338 4480

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT FOR GRANTING WAY LEAVE FACILITY RIGHTS FOR CROSSING RAILWAY LAND

(on stamp paper of charges as applicable in terms of Stamp Act)

Agreement No. /

Dated:

This Memorandum of Agreement(MOA) is made and entered into on this _____ day of _____, 202_ at _____(Place) by and between the President of India acting, through the (Senior) Divisional Engineer _____, [] Division, _____ [] Railway, (hereinafter called the 'Grantor' or 'Railway Administration' which expression shall, unless the context does not so admit includes his successors and assigns) of the one part and _____ R/o _____(hereinafter called the 'Grantee' or ' _____' which expression shall, unless the context does not so admit, includes his successors and assigns) of the other part.

Whereas the Grantee is desirous of providing/laying _____[name of work] across/ through the Railway land belonging to[] Division of [] Railway and has approached Railway Administration for permission to cross Railway land upon the terms and condition hereinafter contained.

Now this Memorandum of Agreement of terms witnessed as follows:

1. That the Grantee at his own risks and expenses, shall provide/lay _____[name of work] at Km _____ Section _____ across/ through railway land for a length of _____ meters _____ vide Railway Plan No _____(to be suitably modified if the work is done by railway).
2. That the permission for crossing Railway land at the aforesaid railway land is granted for a period of -----years from the date of signing this agreement to the Grantee on the terms and conditions contained herein which have also been distinctly and clearly understood by the Grantee before entering into this agreement.
3. That subject to otherwise provided in this agreement for way leave facility, any action including giving notices will be taken by Grantor (Railway Administration) on behalf of President of India.

4. That no work shall commence or proceed without previous sanction in writing and supervision of the concerned railway officer not below the rank of Divisional Engineer or any officer so deputed by him. The Grantee shall be bound all the times, at his own costs /expenses, to observe and carry out all rules and regulations etc. which are already in force or which may thereafter be prescribed from time to time in future by the Govt./ Grantor.
5. The Grantee shall always obey all such directions or orders or restrictions as may, from time to time, be given by Grantor or his deputies duly authorized by him in relation to the construction, shifting, stoppage, abandonment, alteration, repair, removal or with regard to the time and manner of the work for which permission for crossing Railway land has been obtained and also other things and matters related thereto.
6. That Grantee distinctly and clearly understood that all the relevant codes, manuals and instructions etc. are strictly followed for the purpose of durability, safety and soundness of structures thereof.
7. That it is distinctly and clearly understood by the Grantee that the Grantor shall retain the full legal title, ownership, right of access, pass through and inspection, without any notice to Grantee, and have full control over the use and disposal of Railway land for which a permission is given to the Grantee only for the occasional/ limited purpose of laying ofat Km _____ on section _____ across the railway land without conferring upon the party any right of possession or occupation of the land and without, in any way, affecting the railway's right, title, interest, possession, control, use of the land, any right to enter upon etc.. The Grantee has clearly understood that all air/space rights shall remain with the Grantor.
8. That the Railway Administration shall prepare an estimate before commencement of work and Grantee shall pay all codal charges as per railway rules including the expenditure incurred within Railway premises/Railway land.
9. That the Grantee shall pay, in advance, one time fee or annual charges or entire payable amount for full way leave term on present value basis with discounting of future cash flows at rate of 7%(seven percent) per annum, as applicable, for way leave facility for crossing Railway land before the permission is granted by the Grantor. As such, the Grantee has to deposit an amount of Rs. _____

amount in words and figures (Rs. _____ only). In case of annual payment option, a security deposit (refundable after tenure) of two-year annual payment shall be deposited by the party. Also, the annual charges shall be deposited in advance on or before 10th April of every year (next working day in case of holiday on 10th April). No monthly payment shall be accepted. In case of delay, an interest @12% per annum shall be payable on the outstanding dues for the delayed period. In case of delay for more than 24 months, the security deposit shall be forfeited and further necessary action shall be taken in terms of this agreement. The annual charges shall increase every year by 6 %.

10. On expiry of way leave agreement, further renewal can be done based on mutual agreement between Grantor and Grantee. Market value of the railway land prevalent at the time of renewal shall be considered for deciding the way leave charges. New agreement shall be signed between Grantor and Grantee.
11. That the Grantee shall pay all the costs and expenses on account of stamp duty charges, documentation, registration of agreements, GST, property taxes etc. The Grantee shall ensure registration of agreement in terms of applicable laws.
12. That the Grantee shall not erect/raise any additional construction, other than approved plan, whether permanent or temporary on the Railway land. If any such construction comes up subsequently, the same shall be removed immediately as soon as noticed at the costs of the Grantee and the permission for way leave shall be discontinued with immediate effect.
13. That, if any time, the way leave facilities for crossing Railway land becomes, in the opinion of Railway Administration, a menace to the safety of the Railway operation or Railway property, the Grantee shall, at once take steps to remedy such dangerous defects to the satisfaction of the Railway Administration failing which the Railway Administration shall have the rights to take all necessary remedial steps at the costs of the Grantee, necessary for the protection of the Railway's interests, without being held responsible for any loss, suffered by the Grantee, due to such action of the Railways Administration. In case of any loss to the Railway due to such action, in case of menace, the Grantee shall be held liable to compensate the Railway in all cases, what so ever it may be.

14. That the Railway shall not in any case be responsible for any damage/loss to the work of the Grantee, caused by the running/operation of the trains, derailments or accidents to the train or by any other cause, whatsoever it may be.
15. That the Grantee shall keep, all the times, Railway Administration indemnified against and reimburse the Railway administration for all claims, suites, demands, compensation, losses, damages, costs, expenses, penalty, etc., whatsoever, which the Railway Administration may sustain or incur by any reason or in consequence of any injury to any person or loss of life or to Railway property resulting directly or indirectly or incidentally from any act or omission on the part of the Grantee or his employees or servants or any other person, agent etc. other than Railway servants on any account related to said permission, on duty in carrying out the purpose of the Grantee.
16. That any notice hereunder shall be deemed duly served on the Grantee if delivered or sent by post/mail to his above mentioned address.
17. In case shifting of alignment of way leave facility is required on party/ Railway account, the entire cost of shifting of way leave facility shall be borne by the Grantee.
18. In the event of the way leave facility being discontinued with by the Grantee or Grantor, the Grantor/Railway Administration shall not be liable to pay any compensation or reimburse any amount to the Grantee, nor to provide any alternative arrangement for access, etc. In such a case, any installations like underground pipelines, etc. put up by the party are liable to be removed/ shifted by the Grantee at its own cost.
19. Grantee will be responsible for maintenance of assets crossing Railway land including, periodic cleaning of jungle/ vegetation grounds, periodical de-silting of all open drain/ storm water carrying drains, which do not carry any sludge, as applicable.
20. Grantee shall not transfer or sublet the way leave facility/ right granted by the Grantor further to any party.
21. Grantee agrees that provisions of Railway Act./Manuals/Codes, instruction and terms & condition of contract with Railways will supersede any conflicting provision of Petroleum act or provisions of Ministry of petroleum & Natural Gas or any other act.

22.(Retain if applicable) In case of inflammable substances pipe line crossings, shutoff valves should be provided on either side beyond 500 m from Railway Boundary but not beyond 1500 m. The inter-se distance between two shut off valves should not exceed 2000m. Vent pipe should be provided on either side beyond 500m from Railway boundary but not beyond 750m.

Or

In case of optical fibre cable, grantee have got requisite license from Department of Telecommunication, Government of India for laying of optical fibre cable in the area.

Or

In case of construction of ROB/RUB across Railway track through NREGA, MPLADS, PMGSY, MMGSY etc, way leave charges have been waived off in terms of Railway Board letter no, 2006/ CE-IV/BRO/82/MPLADS (Policy) dated 16.07.2012.

23.Dispute Resolution: In case of any dispute or difference arising out in any way touching or concerning the Agreement whatsoever, a standing committee of three JAS/SG officers of Engineering, Finance and user department of concerned railway division shall examine all the issues and submit recommendations to the DRM whose decision shall be final and binding on all the parties.

24.Termination of Agreement: In the event of any serious irregularity, grave breach of the terms & conditions of the agreement, any default, violation of the Railway Act, 1989, commission of any unlawful act which is not in line with good industry practices, railway administration may terminate the agreement with the Grantee without being held responsible to pay any compensation and/or reimburse any amount to the Grantee and not liable to provide any alternative arrangement for access, etc.. On receipt of such notice, the Grantee shall immediately remove its structures at its own cost and expenses and also made good for any damage, thereby occasioned to the surface or underground of Railway land.

25. That the agreement shall be effective w.e.f. _____

In witness whereof, the parties to this agreement have set their respective hands and seals of their offices to these presents on the date, month & year mentioned against each.

For and on behalf of
PRESIDENT OF INDIA (Grantor)
SIGNED, SEALED AND DELIVERED by
Name:
Designation:
Address:
(Authorized Signatory)

For and on behalf of
.....(Grantee)
SIGNED, SEALED AND DELIVERED by
Name/Designation/Address:
(Authorized Signatory)

In the presence of Witnesses:

1. Signature _____
Name _____ S/o Sh. _____
Designation _____
Office Address _____
2. Signature _____
Name _____ S/o Sh. _____
Designation _____
Address _____

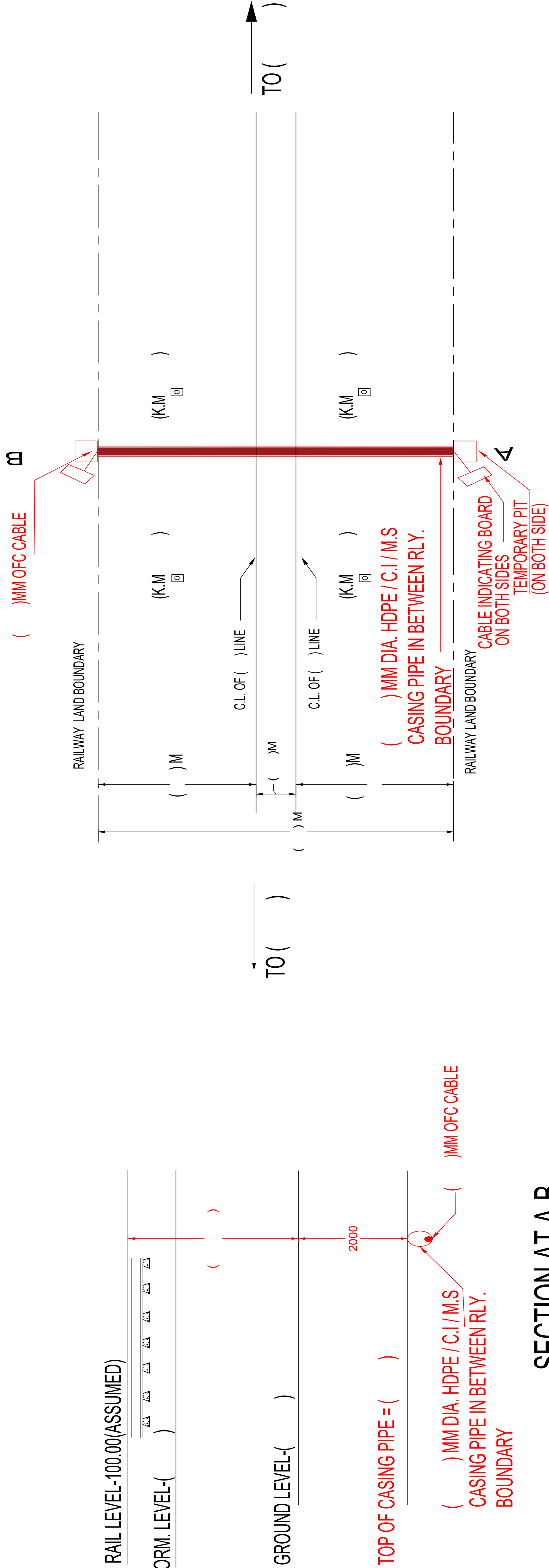
STANDARD TRACK CROSSING PLAN FOR OFC IN BLOCK SECTION

APPLICATION ID

TOTAL LENGTH BETWEEN RLY LAND BOUNDARY = ()M

NOTES:

1. EXISTING WORK SHOWN IN BLACK.
2. PROPOSED WORK SHOWN IN RED.
3. M.S / HDPE /C.I CASING PIPE TO BE PROVIDED IN BETWEEN RLY. BOUNDARIES.
4. THE WORK WILL BE DONE BY HORIZONTAL BORING METHOD UNDER THE RLY. TRACK THROUGHOUT RLY. BOUNDARY AND PIT FOR BORING WILL BE MADE OUTSIDE RLY. BOUNDARY.
5. CABLE INDICATING BOARDS TO BE FIXED AT RLY. BOUNDARIES BY THE PARTY.
6. ANY DAMAGE IN U/G CABLE,PIPE LINE,DRAINS ETC. WILL BE BORNE BY THE PARTY.
7. THE WORK TO BE DONE IM THE PRESENCE OF S&T SUPERVISOR.
8. LAYING OF PROPER EARTHING ARRANGEMENT TOBE DONE UNDER RLY. ELECT.SUPERVISOR.



DRM	
ADM/INFRA	
Sr.DEN/C	
Sr.DEN/()	
DEN/LAND/G	
DIVISIONAL OFFICERS	
() DIVISION-() RAILWAY	

FEASIBILITY OF THE PROPOSAL HAS BEEN CHECKED AND FOUND FEASIBLE AS SHOWN IN PLAN.	
SSEW/()	
SSEP.WAY/()	
ADEN/()	
APPLICANT PARTY (WITH STAMP)	

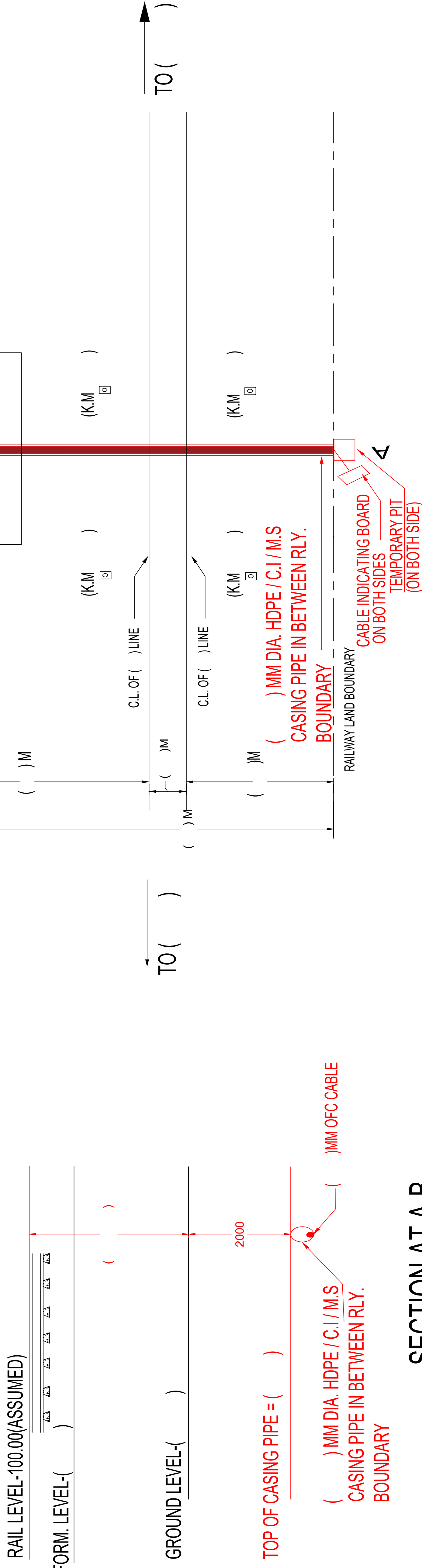
WAY LEAVE FACILITIES FOR LAYING OF () MM DIA. U/G HDPE /C.I / M.S CASING PIPE FOR PASSING OF () MM OFC CABLE AT KM:() BET:() AND () RLY. STN AT () SECTION

STANDARD TRACK CROSSING PLAN FOR OFC IN STATION AREA

APPLICATION ID

TOTAL LENGTH BETWEEN RLY LAND BOUNDARY = ()M

- NOTES:
- EXISTING WORK SHOWN IN BLACK.
 - PROPOSED WORK SHOWN IN RED.
 - M.S / H.D.P.E / C.I CASING PIPE TO BE PROVIDED IN BETWEEN RLY. BOUNDARIES.
 - THE WORK WILL BE DONE BY HORIZONTAL BORING METHOD UNDER THE RLY. TRACK THROUGHOUT RLY. BOUNDARY AND PIT FOR BORING WILL BE MADE OUTSIDE RLY. BOUNDARY.
 - CABLE INDICATING BOARDS TO BE FIXED AT RLY. BOUNDARIES BY THE PARTY.
 - ANY DAMAGE IN U/G CABLE,PIPE LINE,DRAINS ETC. WILL BE BORNE BY THE PARTY.
 - THE WORK TO BE DONE IM THE PRESENCE OF S&T SUPERVISOR.
 - LAYING OF PROPER EARTHING ARRANGEMENT TOBE DONE UNDER RLY. ELECT.SUPERVISOR.



DRM	
ADRM/INFRA	
Sr.DEN/C	
Sr.DEN/()	
DEN/LAND/G	
DIVISIONAL OFFICERS	
() DIVISION- () RAILWAY	

FEASIBILITY OF THE PROPOSAL HAS BEEN CHECKED AND FOUND FEASIBLE AS SHOWN IN PLAN.	
SSEW/()	
SSEP.WAY/()	
ADEW/()	
APPLICANT PARTY (WITH STAMP)	

WAY LEAVE FACILITIES FOR LAYING OF () MM DIA. U/G HDPE /C.I / M.S CASING PIPE FOR PASSING OF () MM OFC CABLE AT KM: () BET: () AND () RLY. STN AT () SECTION

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

No.2006/CE-IV/BRO/82/MPLADS (Policy)

New Delhi, Dt. 16.07.2012

The General Manager,
All Zonal Railways.

Sub: Clarification regarding construction of under bridges through funds provided under various Schemes of the Central and State Govt. - NREGA, MPLADS

- (i) Rly Board's letter nos.2006/CE-I/BRO/82/MPLADS(Policy) dt. 27.02.07 & 30.01.12
- (ii) Rly Board's letter nos. 2007/CE-I/BRO/3(NAREGA) dated 23.08.11 & 30.01.12.
- (iii) Rly Board's letter no.2010/CE-I/Misc./NH/4/ Pt-IV dt. 30.11.2011
- (iv) Railway Board's letter no. 97/ML/24/3 dt. 27.11.2001

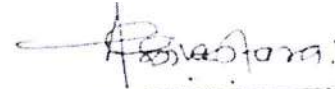
Attention is invited to Board's letters under references (i, ii & iii) above regarding waiver of various leviable indirect charges, like, Plan & Estimates, Departmental, Supervision, Maintenance, Traffic blocks / Speed Restriction Charges, etc, for construction of under bridges across railway track through funds like, Member of Parliament Local Area Development Scheme (MPLADS), National Rural Employment Guarantee Act (NREGA), PMGSY, MMGSY, etc.

Board has received references from Zonal Railways seeking clarifications on whether charges for way leave facilities / easement right / land leasing are leviable in case of works of under bridges financed from NREGA, MPLADS, etc, or not.

Board has examined aforesaid issues. Because of restrictions on the use of NREGA, MPLADS, etc, for bearing charges of way leave / easements rights, land acquisition/lease, or any other indirect charges, Board has approved to waive charges for way leave facilities / easement right / land leasing stipulated in Board's letter under reference (iv) above, for construction of ROB/RUB across Railway track through NREGA, MPLADS, PMGSY, MMGSY, etc. However, necessary agreement with concerned road authority covering the grant of way leave and land lease involved shall be entered into, clearly bringing out the waiver of charges, while maintaining encumbered ownership of Railways over the land involved.

This disposes of NWR's letter No. HQ/W/420/1/IVol-II dated 07.12.2011 and NR letter No. 260-W/1059/LHS-HR/Br. (S&D) dated 21.06.2012.

This issues with the concurrence of Finance Directorate of Board and approval of Board (ME, FC & CRB).


(Arun Kumar Shrivastava)
Executive Director / CE (B&S-II)

Copy to:

- (i) The FA&CAO, Pr.CE, CAO/Construction All Indian Railways
- (ii) The EDPX Railway Board, Room No. 416, Rail Bhawan for record and information please
- (iii) The ED/L&A-I, Rly Board, Room No. 110B, Rail Bhawan for record & information please

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD)**

No.2021/LML/25/5

New Delhi, Dated 04.10.2022

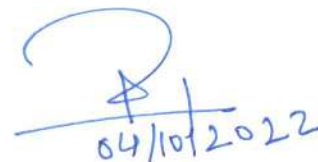
The General Managers,
All Zonal Railways & Production Units.

Sub: Master Circular on 'Policy for Management of Railway Land'.

To enable integrated development of infrastructure aligned with PM Gati Shakti framework and to attract more cargo to rail, the extant policies for leasing, licensing and Right of Way (ROW) of railway land have been simplified. The detailed guidelines on 'Policy for Management of Railway Land' superseding all previous policies/guidelines/instructions on the subject of lease / license/Way Leave (Right of Way) are enclosed as **Annexure**.

This issues with the approval of Board (MI, MO&BD, MT&RS, MF and CRB&CEO).

DA: As above.



(Pankaj Tyagi)
Executive Director/Land & Amenities
Railway Board

No. 2021/LML/25/5

New Delhi, dated 04.10.2022

Copy forwarded for information to:

1. The Principal Financial Advisor (PFA), All Indian Railways.
2. The Principal Director of Audit, All Indian Railways.
3. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.



for Member (Finance), Railway Board

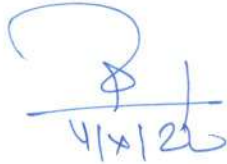
No. 2021/LML/25/5

New Delhi, dated 04.10.2022

Copy for kind information to:

1. Advisor(MR), EDPG(MR), EDPG/MoSR(D), PS/MoSR(D), OSD(MR), OSD/Co-ordination(MR).
2. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.

3. AM (Traffic), AM(C), AM/L&A, AM/Works, Adv. (Vig.), EDF(X), EDTC(Rates), EDTT(M), EDTT(S), EDTT(F), ED(Plg.) EDT(PPP), EDV(T), EDF(C), DTT(Coord), OSD/Chairman &CEO, OSD/Member (O&BD), Co-Chairman/TMIR, Chairman and Convener/AGE and DTC(R)/ Railway Board, New Delhi.
4. Director General, RDSO, Manak Nagar, Lucknow.
5. Director General, National Academy of Indian Railways, Vadodara.
6. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
7. Managing Director, DFCCIL, Pragati Maidan, New Delhi.
8. The Principal Chief Engineers, All Zonal Railways.


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Policy for Management of Railway Land


(Leasing/ Licensing/Way Leave Facilities on Railway land)

1 Introduction

- 1.1 To enable integrated development of infrastructure aligned with PM Gati Shakti framework and to attract more cargo to rail, the extant policy for leasing, licensing and Right of Way (ROW) of railway land has been simplified.
- 1.2 The policy shall be applicable to land on which Railway has any right, title or interest.
- 1.3 This policy shall be applicable for grant of lease/license/way leave permissions for all the cases under consideration, new cases and renewal of cases.
- 1.4 This policy shall supersede all previous policies/ guidelines/ instructions on the subject of lease / license/Way Leave (Right of Way).

2 Permitted uses of railway land under this policy:

- 2.1 **General:** All activities connected with railway working and activities which will promote Railway's cargo service shall be permitted.
- 2.2 **Cargo Terminals:** Cargo Terminals shall be permitted in accordance with the extant Gati Shakti Cargo Terminal Policy issued by Ministry of Railways vide letter no. 2021/TC(FM)/18/23 dated 15.12.2021 as amended from time to time.
- 2.3 **Cargo related facilities:** All activities which use railways as a mode of transport for at least one direction of movement, e.g. warehouses, storage facilities, silos, tanks, conveyer belt, decanting facilities, and other enabling facilities for cargo like rail/road weigh bridges, truck parking, etc. shall be permitted.
- 2.4 **Passenger facilities:** Railway land shall be permitted for passenger facilities as per the policies issued by Railway Board from time to time.
- 2.5 **Renewable Energy and other Activities required for railway's :** Sewage Treatment Plants (STPs), Water Recycling Plants (WRPs)/Water Treatment Plants, Renewable Energy any other such facility, etc. shall be permitted
- 2.6 **Infrastructure for public service utilities:** Infrastructure for all public service utilities viz. electricity, gas, water supply, telecom cable, sewage disposal, drains, optical fiber cables (OFC), pipelines, roads, flyovers, bus terminals, regional rail transport, urban transport and any other such infrastructure shall be permitted.
- 2.7 **Staff amenities:** Legacy scheme like Grow More Food Scheme to Railway employees to prevent encroachment of railway land shall be permitted.
- 2.8 **Cultural, Social and Sports Activities:** Activities for cultural, social and sports will be permitted for short term period not exceeding four months.

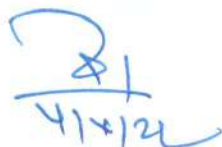

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- 2.9 **Government Bodies/Department:** Railway land shall be permitted for infrastructure activities of Government Bodies/Department for their own use.
- 2.10 **Social Infrastructure:** Hospitals selected through a transparent policy and Kendriya Vidyalaya through Kendriya Vidyalaya sangathan.
- 2.11 **Land entrusted to RLDA:** Commercial development of surplus railway land entrusted to RLDA, in accordance with the Rules of RLDA, and the policies of the Ministry of Railway, shall be permitted.
- 2.12 **Rail Tel Corporation of India (RCIL):** For towers and other telecom infrastructure as per arrangement between Ministry of Railway and RCIL.

3 **Application & Approval Process:**

- 3.1 Transparent methods of competitive bidding as per instructions issued from time to time shall be followed for allocating land to new cargo related projects/facilities and renewable energy, water treatment, water recycling, sewage treatment plants, etc. for exclusive use of the railways. For critical infrastructure/public service utilities projects, railway land and right of way permission shall be accorded on the specific requirement of concerned Ministries/Department/agencies.
- 3.2 IR has developed an online approval system i.e. IR-LSPS (Indian Railways Lease License Processing System) for granting leasing/licensing of railway land. Similarly, IR has developed IR-RBCS (Indian Railways- Rail Bhoomi Crossing seva), an on line system, for way leave permissions on railway land. Application for grant of land leasing/licensing and way leave permissions shall be submitted on respective online portals only. Approval in all cases shall be granted online.
- 3.3 **Competent authority:** Divisional Rail Manager(DRM) shall be the competent authority to allot railway land on lease/license, way leave permissions, and subsequent renewal of lease/license/way leave agreements. For renewal cases, aspects like regular maintenance of assets connected with railway working, adherence to the commitments made in the lease/ license agreement, payment of dues on time etc. shall be examined.
- 3.4 **Time frame for approval:**
- 3.4.1 Railway shall ensure to accord permission for way leave for public utilities like electricity cables, telecom cables, optic fibre cables and water/sewage pipelines upto diameter of 300 mm within 15 days from date of registration on the online portal
- 3.4.2 Railway shall ensure to accord permission for way leave for activities other than stipulated under para 3.4.1, within 60 days from date of registration on the online portal.
- 3.4.3 Railway shall ensure to accord grant of land lease/license of cases within 90 days from date of registration on the online portal.


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4 Market value of land

- 4.1 Market Value of railway land (MVL) shall be the prevalent circle rate/ready reckoner rate / guidance value of the railway land at the time of execution of the lease agreement, if available, otherwise prevalent circle rate/ready reckoner rate/ guidance value of surrounding land for similar classifications/activities shall be considered. For example, if surrounding land is classified as industrial use, then industrial rate shall be used.

Note: In case the notified circle rates of the current year is not available then last available circle rates/ ready reckoner rate/guidance value as notified by revenue authority or as decided by District Revenue Authorities shall be considered.

- 4.2 For cargo terminals, industrial rates, if specified in that State shall be considered. If not specified, then any other rate depending upon use of surrounding land as specified by State/ Revenue office shall only be considered.
- 4.3 In case of cargo terminals, if logistics industry is given a special status and discount is given in a state, then railways shall also give same discount in that state.

5 General Conditions:

- 5.1 Cargo related activities can be taken up by any entity including railways, PSUs, existing container terminal operators, new container terminal operators, multi-modal logistics operators, industries, ports, mines and any other entity interested in carrying cargo on railway network.
- 5.2 Land ownership will continue to remain with Railways. No sub-lease/sub-license/ mortgage/transfer/relinquishment of railway land shall be permitted under this policy.
- 5.3 The lease/license of railway land shall not be granted to religious and political institutions, private individuals/entities (not connected with railway working) for setting up shops, commercial offices, vending stalls, clinics, schools (other than Kendriya vidyalaya) and tehbazari.
- 5.4 The execution of work for providing way leave facilities/ permission to cross railway track in railway area shall normally be done by the party except for the cases affecting safety of railway track for which execution work may be done by railway administration. The execution scheme shall be approved by DRM in all cases.
- 5.5 The cost on account of stamp duty charges, documentation, registration of agreements, GST, property taxes etc., as the case may be, shall be borne by the party for the facility permitted by the railway under this policy. The party shall be responsible for registration of agreement in terms of applicable laws.



6 Tenure and Charges of grant of lease/license and way leave permissions:

Tenure and rates for lease/license of railway land are detailed in Schedule 1, for way leave permissions (ROW) in Schedule 2 and for Metro/other Rail Systems in Schedule 3.

7 Agreement:

7.1 Before giving actual possession of the land or permission to start the work, lease/license/way leave agreement shall be executed between the Senior Divisional Engineer (authorised representative) of concerned railway division and the party seeking such rights without any exception.

7.2 Model Standard lease/license/way leave agreement will be issued by Railway Board.

7.3 Records of all lease/license/way leave agreements shall be maintained by railway and will be uploaded on online portal of IR-LSPS & IR-RBCS. Original copy of executed lease/license agreements shall be kept with division with one copy of agreement to be maintained in zonal headquarters.

7.4 **Renewal of Lease/License/Way leave agreement:** On expiry of lease/license/way leave agreement, further renewal upto 35 years or for period as stipulated in the agreement can be done based on mutual agreement between railway and party. Market value of the land prevalent at the time of renewal shall be considered for deciding the lease/ license/way leave charges.

7.5 Migration of existing lease/licenses/way leave permissions:

7.5.1 Existing lease/license holders of Terminals/ Private Sidings/ Private Freight Terminals (PFTs): All entities currently using railway land for cargo activities will continue to be governed by railway's extant policies, i.e. annual lease/license charges @ 6% of MVL with annual escalation of 7% for the remaining lease/license period or 35 years or period as mutually decided whichever is earlier. The existing entities shall be given option to migrate to the new policy regime on transparent competitive bidding process as applicable for new cargo terminals provided there are no outstanding dues. In such cases, the right of first refusal shall be with the existing licensee/ lessee. For Terminals/Private Sidings/PFTs dedicated to one customer and where competition is not possible or existing entities who do not want to avail the option as above, the annual lease charges shall remain unchanged i.e. annual lease/license charges @ 6% of MVL with annual escalation of 7 %

7.5.2 Existing users of way leave: All existing way leave facility users shall be able to migrate to this policy regime only after expiry of period of existing way leave agreement and payment of all dues.





8. Dispute Resolution:

In case of any dispute arising in interpretation of the policy, land rates, land area, etc., a standing committee of three JAS/SG officers of Engineering, Finance and user department of concerned railway division shall examine all the issues and submit recommendations to the DRM whose decision shall be final and binding on all the parties.

9. Termination of Agreement:

In the event of any serious irregularity, grave breach of the terms & conditions of the agreement, any default, violation of the Railway Act, 1989, commission of any unlawful act which is not in line with good industry practices, railway administration may terminate the lease/license/ way leave agreement subject to the provisions in the agreement.


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Schedule 1: Lease/license Tenure and charges :

SN	Activity	Tenure upto	Charges
1(a)	New Cargo Terminals/sidings/Goods shed and other cargo related facilities etc.	35 years	Lease charges @1.5 % of market value of land per annum with annual escalation of 6%
1 (b)	Existing Cargo Terminals/sidings/ Goods shed etc.	35 years	Lease charges @6 % of market value of land per annum with annual escalation of 7%*
2	Renewable power plants, Sewage Treatment/Water Treatment Plants/ Water Recycling Plants and any such activity for exclusive Railway's use	35 years	Lease charges @ ₹ 1/-per sqm per annum
3	Social infrastructure such as hospitals through PPP and Kendriya Vidyalaya through Kendriya Vidyalaya Sangathan	60 years	Lease charges @ ₹ 1/- per sqm per annum
4	Infrastructure works for Public service utilities like electricity, gas, water supply, telecom cable, sewage disposal, optical fiber cable, pipelines, urban transport and any such infrastructure under PM Gati Shakti programme, if leasing of railway land is involved	35 years	Lease charges @1.5 % of market value of land per annum with annual escalation of 6%
5	BOOT Laundry	15 years	Lease charges @ ₹ 1/- per sq. m per annum
6	Other activities related with railway working not covered under 1 to 4 above	35 years	Lease charges @6 % of market value of land per annum with annual escalation of 6%
7	Passenger amenities related activities as amended from time to time	As specified in the Commercial policy circulars/ guidelines	Activity specific policy issued by Railway Board.
8	State Govt/ Other Govt. Departments for activities for their own use	35 years	Lease charges of Upfront payment @ 99% of market value of land with nominal charges of @ ₹ 1000/- per annum further extendable for 35 years on nominal charges

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SN	Activity	Tenure upto	Charges
9	Legacy scheme Grow More Food (upto 2 Hectare per employee)	2 years	License charges @ $1/4^{\text{th}}$ of the expected revenue
10	Cultural and sports activities (Temporary licensing)	4 months	License charges @ 6.0 % of market value of land per annum

Note:

1. Payment of land use can be done either annually or entire payable amount can be paid in advance on present value basis with discounting of future cash flows at rate of 7% per annum for the activities listed from SN (1) to (4) & (6) above.
2. * If existing entities operating Cargo Terminals/ sidings/ Goods shed etc. do not want to avail option for shifting to new cargo terminal policy under transparent competitive bidding process, then these existing entities will be permitted to enter into new lease agreement at 6% annual lease charges with annual escalation of 7%.
3. No fresh licensing of railway land for new establishment of shops, religious structures, private schools, etc. will be granted.
- 3.1 (a) **For existing shops on railway land where license has expired or not yet renewed:** These shops will be auctioned for grant of license at reserve price of 10 % of market value of land per annum, provided land is not required for railways' own infrastructural and development need. However, existing licensee/owner will have the right of first refusal. The rent shall be increased @ 6 % per year. The license will be given for maximum tenure of 5 years.
(b) **For existing shop with valid license agreement:** These shops, on expiry of license tenure, will be given on license by auctioning at reserve price of 10 % of market value of land per annum, provided land is not required for railway' own infrastructural and development need. However, existing licensee/owner will have the right of first refusal. The rent shall be increased @ 6 % per year. The license will be given for maximum tenure of 5 years.
- 3.2 The license fee of existing religious institutions will be @ ₹2,000/- per annum. Further, the area of existing religious structure shall not be permitted to increase in any case.
- 3.3 The license fee for existing Govt./Govt. aided schools shall be levied @ ₹10,000/- per annum. However, license charges for existing private schools on railway land shall continue to be @ 6% of market value of land at 7 % annual increment.
4. For Staff Welfare organization including Handicraft centers, Railways social welfare organizations, Bharat Scouts and Guides license charges will be @ ₹2,000/- per annum.
5. Licensing of railway land including railway buildings (cost of building is to be suitably incorporated) for Rail Mail Service(RMS) shall be governed by Railway

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board' instruction 2014/LML-II/18/6 dated 03.12.2014 & 73/ W2/3/8 dated 02.02.1979.

6. The usage of railway land related to Passenger amenities shall be activity specific policy issued by Railway Board (commercial dte.) as amended from time to time.
- 7 For the purpose of calculation of the cost of the land, area of land shall be calculated as followed:
 - 7.1 The minimum width of land shall be taken as 1m, thereafter in multiple of 1 m.
 - 7.2 The length of crossing shall be as actual, if less than 50 m, otherwise in multiple of 50 m
8. The minimum lease/license charges under activity at S.No. 4 shall be ₹10,000/-


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4/12/22

Schedule 2: Way Leave (ROW) facilities

SN	Activity	Tenure upto	way leave charges
1(a)	For underground public utilities like electricity cable, telecom cable, optical fibre cable and water/sewage pipeline up to diameter 300mm for railway land which includes track crossing (ROW)	35 years	One time fee of ₹1000/-
1 (b)	Public utility provider/any organization that provides and maintain the infrastructure for a public service like electricity, gas, water supply, telecom cable, sewage disposal, irrigation channels/canals subject to applicable regulations, etc	35 years	1.5 % of market value of land per annum with annual escalation of 6%
2	Passages up to one metre wide for individual households or agriculturists adjoining Railway line.	35 Years	One time fee of ₹ 6400/-
3	Water pipe line crossing for cultivation by individual farmer, electrical line crossing, water/sewage pipe lines and other crossings upto 300 mm dia. for individual house, shops.	35 Years	One time fee of ₹1000/-
4	Passage/road for vehicles, scooters etc. (i.e. between 1m to 3m wide) by individuals, housing societies, private firms, organizations	35 Years	1.5 % of market value of land per annum with annual escalation of 6%
5	Public road by local bodies/state Govt/ Govt/ Charitable institutions, welfare organizations up to 3 m width.	35 Years	1.5 % of market value of land per annum with annual escalation of 6%
6	Pipe conveyor/open conveyor system over RCC/PSC/Steel/ composite structure	35 Years	1.5 % of market value of land per annum with annual escalation of 6%
7	ROB/RUB in lieu of level crossings	N.A.	Nil
8	Flyovers/ ROB/Road Under bridges	35 Years	1.5 % of market value of land per annum with annual escalation of 6%
9	Metros/RRTS/NHSRCL	As per Schedule 3	


Note:

1. Payment of land use and ROW charges can be done either annually or entire payable amount can be paid in advance on present value basis with discounting of future cash flows at rate of 7% per annum.

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2. In case of State Govt/Govt projects of public utilities having wider social implication or in some way advantageous to railways, the Divisional Railway Manager of concerned division may decide for way leave charges on case to case basis "as deemed fit" by relaxing laid down standards or reducing way leave charges on reciprocal basis with finance concurrence.
3. Any proposal for passage /roads for width more than 3 m shall be treated under lease.
4. Supervision charges in case of deposit work being undertaken by party himself for the way leave cases shall be 6.25 % of cost of work. No other charges except way leave charges will be applicable.
5. For request of way leave permission (ROW) having tenure less than a year, the way leave charges on prorated basis shall be levied.
6. In case of annual payment option, a security deposit (refundable after tenure) of two-year annual payment shall be deposited by the party.
7. The minimum way leave charges for activities specified at SN 1(b), 4,5,6,8 and 9 shall be ₹10,000/-.


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Schedule 3 : Metro/RRTS/NHSRCL Crossings

SN	Activity/ Location	Tenure upto	New crossing Charges
1	On Ground	35 years	A. Within track portion- (not permitted) B. Beyond track portion – At 1.5% of market value of land with annual escalation at 6%
2	Overhead	35 years	1.5 % of market value of land per annum with annual escalation of 6%
3	Underground		
3.1	For depth up to 10 meter	Not permitted	
3.2	For depth from 10 m to 30 meter	35 years	1.5 % of market value of land per annum with annual escalation of 6%
3.3	for depth exceeding 30 metre	35 years	At ₹ 10,000/- per annum.
3.4	For station building or entry/ exit or circulating area	35 years	1.5 % of market value of land per annum with annual escalation of 6%

Note:

- For the purpose of calculation of the cost of the land, area of land shall be calculated based on the width of land as below :
 - Elevated Crossings: Width of land should be taken as superimposed width of overhead Metro structure plus 500 mm margin on either side.
 - Underground Crossings: Width of land: D1 plus D2 plus 10 m plus 1 m where D1 & D2 are diameters (in metre) of tunnels passing beneath the Railway track considering 10 metre minimum clear spacing between tunnels and 500 mm margin on either side of the tunnel.
- For all above cases, the charges shall be payable either annually or entire payable amount can be paid in advance on present value basis with discounting of future cash flows at rate of 7 % per annum
- However, in case of annual payment option, a security deposit of two-year annual payment (refundable after tenure) shall be deposited by the party.
- In no case, Metro crossing shall be permitted at a depth less than 10 metre from ground level to top of tunnel/underground structure.
- Irrespective of the permission granted for underground, on ground or over ground structures for crossing of Metro Networks, all air/space rights shall rest with the Railways.

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