

**PERMISSION WAY LEAVE/EASEMENT ON RAILWAY LAND
BY OUTSIDERS.**

Agreement No.

An Agreement made day of between the president of Indian acting in the premises through the Divisional Railway Manager (Engg.) of the North Western Railway Administration (herein after called the government which expression shall unless the context does not so admit include has successors & assigns) of the one part and here in after called the “Party” of the other part. THE North Western Railway Administration referred to above shall be (here in after be called Railway whereas the Party is desirous) laying of “
.....” across the (North Western Railway) land belonging to the Government and has Government permission to do so and whereas the Government has agreed to grant upon the terms and conditions herein after contained now this agreement witness as follows:-

1. THAT The party shall construct the pipe on behalf of the party in the Railway land and party shall connect and use such R.C.C. / C.I. pipe above or beneath ground or party above and partly beneath ground to lay down Electric cable-as on the plans here to annexed being plans of such portions of the Km. Location /Railway Station specified in the Schedule here to where on or where under the said pipe dimensions and shall extend for such distance and in such directions and at such level as it likewise indicated in the said plans respectively.

2. THAT The said cable /pipe shall consist or be made of such material or material as such be prescribed by the Divisional Railway Manager (Engg.) North Western Railway Bikaner Railway's concerning Officer not below the rank of or and Office depute by him and no work shall be commissioned and the permission shall at all times at his expenses comply with carry out, and observe all rule and regulations which are already enforce and which may here in after Divisional Engineer be prescribed from time to time by the Railway and obey all such directions or orders or retraction as may from time to time by given by the said Officer or his Deputy with regard to constructions laying down deviation, shifting, stoppage abandonment, alternations, reparation or removal or otherwise however in relation there to.

- 2(a) It is distinctly understood by the occupier that the government will retain the full legal title, ownership, rights or access, inspection and control over the use and disposal of the land hereby temporarily permission to the occupier, and that the occupier, will have the physical occupation of the land subject to the above mentioned rights of the Government and to the over riding liability or quitting and restoring even that physical occupation at the will and pleasure of the Government.

3. THAT The Government only aggress to give temporary occupation of the land and the permission is liable to have this agreement cancelled at any time upon such notice as is mentioned in Clause-9.

4. THAT The party shall will during the continuous of this agreement pay to the Railway for use and occupation of the land for year occupation fee This occupation fee is payable in advance and in such manner as directed by the North Western Railway.

5. THAT before entering into possession of the said land the party shall deposit with the North Western Railway as security for the payment of any moneys which may at any time become owing by the Party to the Government for occupation money or otherwise however and also as security for the performance of the Party's co convenient in other respects a sum of Rs.Which sum shall remain so deposited until the expiration of the period referred to clauses 9 but shall not carry interest in the favorer of Party and the Government shall be entitled to retain the said deposit intact until the expiration of the said period and shall not be found but shall never the less have option to apply the same or any party there of in payment or discharge of and money owing from the and shall be at full liable to pursue and enforce any other remedies available for the recovery of any such money PROVIDED ALWAYS that if the Government shall ever elect to recoup itself out of the said deposit and the amount of deposit shall in consequence fall short of Rs. the party shall forth with make father deposit to make good the deficiency.

6. THAT if time the cable/pipe owing to deterioration, correction or other cause becomes in the opinion of North Western Railways Station of other concerning Officer not below the rank of a Divisional Engineer a maintenance to the safety of the North Western Railway, the party shall take action steps to remedy such dangerous defects to the satisfaction of such Officer and should the party fail to take such action within a reasonable time, the said Officer shall have the right to close/repeat the cable/pipe or take any other steps which he may consider necessary for the protection of the North Western Railway without being held liable for any loss suffered by the party due to such action.
7. THAT in the event of the Government desiring to execute new works, Government Railway land necessitation the alteration or shifting of the cable/pipe the party aggress to carry, out these alterations or shifting under the supervision of the said officer of the North Western Railway concerned or his deputy or that he will raise no objection to the work being done by the North Western Railway's said Officer at the cost of the party if in the opining of the North Western Railway such work are required to be done by the North Western Railway. In either event, the party shall have no claim against the Government of the Railway owing to interruption their services.
8. THAT the Government shall not be reasonable for any damage caused to the any cause whatsoever.
9. THAT the Railway, Administration retains full rights to enter upon, pass through or use the land, at any time without any notice to the party. In the event of the way leave facility being discontinued with, the Railway will not be liable to pay any compensation or reimbursement or any amount to the party, not to provide any alterative arrangement for assess etc. In such cases any installation are liable to the removed/ Shifted by the party at its own cost.
- 9(a) THAT the North Western Railway may determine the **Way Lease Facility** license at any time on one month written notice in that behalf and on receipt and on receipt of such notice the License shall. If so required at his own expense, remove the bridge and make good any damage hereby occasioned to the surface or underground.
10. THAT nothing contained here in shall be constructed or interpreted to create any right, title, interest, casement, Prescription grant whatsoever, directly or indirectly in the land hereby permission to the occupation.
11. Subject as otherwise provided in this contract all notices to be given on behalf of the President of India and all other action to be taken on his behalf may by given or taken on his behalf by Sr. Divisional Engineer/Co. North Western Railway, Bikaner.
12. THAT the occupation fee provided for in the permission agreement shall be liable to be enhanced by the Railway Administration from time to time at their sole and absolute discretion

and the party shall be bound to pay the fee at the enhanced rates on receipt of a Notice of 30 days.

13. In case the enhanced permission fee is not paid in time penalty @ Rs. 500/- per month or part thereof shall have to be paid by the fee party. In witness where of the hands of the parties the day and the year first above written.

Party

Divisional Railway Manager/ Engineer
North Western Railway, Bikaner
For and On behalf of the President of India.

Witnesses :

1. Name : (Signature of witness)
Address:

2. Name : (Signature of witness)
Address:

The schedule is referred to:

Station	Length of pipe	Dimension of pipe	Plan no.	DOC (Tentative)
1	2	3	4	5