

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 1c6e7456d96629c1986c

Receipt Date: 15-Sep-2021 03:37:28 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name : Giridih

Stamp Duty Paid By: EAST CENTRAL RAILWAY DHANBAD

Purpose of stamp duty paid: AGREEMENT

First Party Name: EAST CENTRAL RAILWAY DHANBAD

Second Party Name: JHARKHAND URJA SANCHAR NIGAM

LIMITED

GRN Number: 2107529403

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम. 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Senior Manager Transmission Division, Deoghars

DGM, Trans. Projects Transmission Circle, Deoghar

AGREEMENT NO.:- Electrical /1200/3/Track Crossing/O/H Crossing /Jamua and Jorashankh — 48
DHANBAD, DATER: 11/2:1200/3/Track Crossing/O/H Crossing /Jamua and Jorashankh — 48

1

DHANBAD, DATED:- 1/3/2022

Deposited ₹: 8,15,990/- (₹: Eight lakhs fifteen Thousand nine hundred ninety only) vide D. D. No. 718807

Dated- 31/08/2021 issued from State Bank of India Deoghar Branch Jharkhand for 35 years way leave charges.

(2021-22 to 2055-56).

Sub: - Proposal of 132 KV D/C overhead transmission line track crossing between station Jamua and Jorashankh KM TP - 76/06-07, of Dhanbad division of E.C.Railway. Under ADEN/KQR. EC Railway of Dhanbad division.

(Application I.D.- No. ECR-DHN - 19/2020. Dated - 20/05/2020). Drawing No - ECR/DHN (Elect-G) -04/2020.

AGREEMENT FOR 132 KV OVERHEAD TRANSMISSION LINE CROSSING OF RAILWAY TRACKS BETWEEN

An agreement made this 110 day of Man 1022. BETWEEN THE PRESIDENT OF INDIA acting through the Divisional Railway Manager/Divisional Railway Manager (Electrical) of the Sr. Divisional Electrical Engineer (G)/ E.C. Railway, Dhanbad Railway Administration, herein after called "the Railway" of the one part and Sr. Manager Transmission Division Deoghar -1. (herein after referred to as "the owner" Of the other part), whereas, owner wishes to erect an electric overhead line and carry out the works connected therewith for transmission of distribution of electrical energy over and across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the section of ADEN/KQR between Railway station JAMUA - JORASHANKH, the said overhead line where it crosses the Railway tracks and /or land works connected therewith hereinafter referred to as "crossing".

- Now. IT IS HEREBY AGREED AS FOLLOWS:
 (1) General:- The Railway will permit owner as from the crossing as per Drg. No. DRM/Dhanbad's Elect (G) 04/2020 approved by the Railway, hereunto attached as annexure and in compliance with Regulations for 132 kV power lines crossing of Railway track between station Jamua and Jorashankh KM TP 76/06-07, hereunto attached as annexure hereinafter referred to as the Regulations, for the purpose hereinbefore mentioned, subject to the terms and conditions hereinafter contained.
- (2) Permission to erect and maintain the crossing: The Railway will, subject to the provisions of clause 3 hereinafter contained, permit owner to erect and maintain in accordance with the regulations the crossing over and across the railway tracks and/or land at the place(s) shown on the said drawing and to execute all repairs in connection therewith when necessary from time to time and all such works shall be executed at the cost of owner at such times as may be permitted and to the satisfaction of the Railway in all respects. Provided that if shifting of or modifications to or dismantling of the crossing is required for the proper functioning of the Railway and is to be carried out by owner as desired by the Railway, the cost of such works shall be borne by the Railway except in those cases where the need for such works on account of Railway's anticipated development/requirements was foreseen in time and the owner had agreed in writing prior to the construction of the crossing to meet the cost of such works.
- (3) Railway to carry out protection works:— In the event it being necessary in the opinion of the Railway to support or protect the railway tracks and/or land or works during the erection of the crossing or the execution of any repairs thereto or any removal thereof the work of supporting or protecting the railway tracks or land and resorting the tracks and/or land to its original condition or such part of the said work as the railway shall deem fit will be carried out by the railway at the cost of owner. In all respects. The amount of such cost will be determined by the Railway in its absolute discretion and will be paid by the owner Railway on demand. The owner will, if so required, deposit with Railway prior to the carrying out of the said work such sum of money as may be estimated by the Railway to be the cost of work required to be done and the amount of the said deposit will be set off against the said cost to be determined as aforesaid and the balance paid as aforesaid.
- (4) <u>Cost of supervision of works:</u> All works in connection with the matters referred to in Clause 2, 3, & 6 will be subject to such supervision by the Railway as may be considered necessary by the Railway and owner will pay to the Railway on demand all costs of such supervision including the cost for the staff, required to look after the safety of the railway tracks and/or land while all or any of such works are/ work is in progress. The costs of such supervision and other costs as aforesaid shall be determined by the Railway in its absolute discretion.
- (5) Access:- Neither owner nor his employees will at any time enter upon the Railway land for any purpose whatsoever in connection with the crossing as aforesald without the consent in writing of the Railway.
- (6) Modification. Shifting or removal of crossing:- If for convenience operation, unsatisfactory maintenance or for any reason whatsoever the Railway desires special maintenance, repairs, modification, shifting or removal of the crossing the owner will subject to the provision of clause 3 hereof carry out such works or such portion thereof from the date of notice issued by the Railway and to the satisfaction of the Railway within a reasonable period determined by the Railway in its absolute discretion as the Railway shall not under provision

Senior Manager
Transmission Division, Deoghar-4

DGM, Trans. Projects
Transmission Circle, Deoghar

प० प० वि० अपि० (सा०) पू० प० जि. धनवाद अ DEE (G) DUN of clause 3 thereof proposed to carry out the work. If owner so desires he may re-erect the same at his own expense but to the satisfaction of the Railway, as it may expense but to the satisfaction of Railway in all respects on such other land or tracks of the Railway, as it may in its absolute discretization of Railway in all respects on such other land or tracks of the Railway, as it may in its absolute discretion consider suitable and available for the purpose. In the event of crossing being so reerected the land on which the same is re-erected will be used and occupied upon the terms of the Agreement mutatis mutandis, as if the same has originally been subject to the Agreement.

- (7) <u>Termination of Agreement by the Railway:-</u>The Railway may at any time (and from time to time) be at liberty in its absolute discretion to suspend temporarily and/or terminate this Agreement and all or any of the privileges hereby granted upon the expiration of three months' notice in writing of its intension to do so being left at or sent to the registered office of owner/ and notwithstanding that owner may have executed any work of a permanent or temporary character and incurred expenses in the execution thereof. The owner shall not be entitled to any damages or compensation by the reason of such termination or suspension.
- Same as otherwise provided in this contract, all notices to be given on behalf of "The President of India" and all other actions to be taken on his behalf may be given or taken on his behalf by The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway.
- Termination of Agreement by the owner:-The owner may on giving to the Railway one month's notice in writing terminate this Agreement and such notice shall be sufficiently served if sent by registered post to (9) The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway, or left at his office.
- Termination of Agreement for default:- In the event of the Railway giving notice under clause 7 hereof for special maintenance, repairs, modification, shifting or removal of the crossing and owner failing (10)within the time stipulated to carry out the said works except such position thereof as the Railway may propose to carry out under the provisions of clause 3 hereof or in the event of owner committing any other breach of this Agreement or any part thereof, the Railway shall be entitled in its absolute discretion (notwithstanding the Provisions of Clause 8 hereof) to terminate this Agreement and all and any of the privileges hereby granted upon the expiration of six months' notice in writing of its Intentions to do so being given in the manner provided in clause 7.
- Removal of Crossing:- Prior to the termination of this Agreement and subject to the provisions of clause 3 hereof owner will at his own cost remove the crossing from the property of the Railway and restore the land to its original condition to the satisfaction of the Railway in all respects. In the event of owner failing to remove the said crossing and restore the land to its original condition in the manner herein before provided the Railway will be entitled at its option immediately after the termination of this Agreement to carry out the work of removal of the crossing and restoration of the land without being responsible for any loss or damage whatsoever to the said crossing or any part thereof. In such an event owner, will pay to the Railway on demand all costs incurred by the Railway in connection with such work including supervision charges, the amount which will be determined by the Railway in its absolute discretion. The said crossing and the materials used in connection therewith and belonging to owner will be and remain the property of owner but the Railway will be entitled to retain the same but without any liability there for until the amount of such costs as aforesaid have been paid by owner to the Railway.
- Indemnity:- The said crossing will be used at the sole risk and responsibility of owner. If at any time owing directly or indirectly to such use or to the existence of the said crossing or to the carrying out of the work of erection and/or repair and/or removal of the said crossing and restoring the land to its original condition or to the exercise by owner of any privileges hereby granted or to any other cause arising out of the operation of the Agreement any damage will be caused to the Railway or to the permanent way and works, Rolling stock or any other property of the Railway or If in consequence of any of the matters aforesaid or any default in fulfilling any of the conditions of this Agreement or of any negligence on the part of the owner, or any person connected with him any claim or damage or loss be substantiated by any person or persons against the Railway owner will upon demand pay forthwith and make good the same and shall also make good to the Railway all costs and expenses which it may incur in regard to any such claim or damage or loss as aforesaid. In the event of there being any dispute as to what specific loss and/or damage has been caused by reason of any of the matter aforesaid such dispute will be preferred to the Chief Electrical Engineer of the Railway, whose decision thereon shall be final and binding.

Senior Manager Transmission Division, Deoghar-f

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- Occurrence of dispute: In the cases of dispute of difference which are not solved mutually, the matter will be referred to arbitration. The arbitration shall be appointed by GM/ECR. The arbitration proceeding shall be governed under arbitration and conciliation Act-1996 as amended by arbitration and conciliation (amendment) Act-2015.
- (14)Railway Accidents:- The Railway shall not be responsible for any damage to the crossing and other property of owner, due to any accident in the working of the Railway due to any cause whatsoever in addition to that during execution of job no damage will be occurred in Railway embankment for which necessary protection will be taken by the applicant/owner of crossing.
- Sub-letting:- The owner wills not sub-let, transfer or assigns the Agreement or any of the privileges (15)hereby granted without the previous consent in writing of the Railway.
- Limitation or rights:- Nothing herein contained will be construed as conferring upon owner, or his (16)permitted assignee any rights over the property of the Railway.
- Costs of Agreement:- All costs and expenses incidental to the preparation and completion of these presents including stamp duty will be borne and paid by owner All statutory provisions as applicable in this way leave agreement will be complied by owner.
- Validity of agreement: This way leave is valid for a period of ten years from the date of effect as per executed agreement and hence, this agreement is valid up to 2021-2056 and after that period the subject way leave will be discontinued. If the applicant desires to keep valid the way leave for a further period of ten years, the applicant should submit application to concern Railway authority for renewal of the way leave prior to six months from the date of expiry of the instant agreement. If the Railway authority agrees to continue the way leave for further period of ten years, afresh proposal to be processed based on the prevailing market rates of land for the said way leave and applicant should deposit the amount to the Railway and necessary agreement to be executed thereafter.
- Amendments of Rules:- If the rate is found to be higher by any other guidelines/circular of Railway (19)Board's etc. after issuance of the circular 97/LML/24/3 Dated:-27/11/2001,18/05/2005 & 01/09/2014 the higher rate will be binding upon concerned party and difference will be realised at once.

In witness whereof the parties have hereunto set and subscribed their respective hands and seals the day, month and year respectively mentioned against their respective signatures.

For, Jharkhand Urja Sancharan Nigam Ltd.

Sr. Manager Transmission Division, Deoghar - 1.

Senior Manager

Transmission Presence of (Name & Designation):-

1. Signature:

Designation:

2. Signature:

For, On behalf of President of India.

Sr. Divisional Electrical Engineer (G), East Central Railway, Dhanbad.

1. Signature:

Name Designation:

2. Signature:

Name: RD Sharme.
Designation: Sv. JE(E).

Transmission Circle, Deoghar



Government of Jharkhand

Receipt of Online Payment of Stamp Duty NON JUDICIAL

Receipt Number: 833b1240483b82c096fe

Receipt Date: 15-Sep-2021 03:34:30 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: Giridih

Stamp Duty Paid By: EAST CENTRAL RAILWAY DHANBAD

Purpose of stamp duty paid: AGREEMENT

First Party Name: EAST CENTRAL RAILWAY DHANBAD

Second Party Name: JHARKHAND URJA SANCHAR NIGAM

LIMITED

GRN Number: 2107529330

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक श्रुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Senior Manager
Transmission Division December:

DGM, Trans. Projects Transmission Circle, Deoghar

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AGREEMENT NO.:- Electrical /1200/3/Track Crossing/O/H Crossing /Rema and Durlantanr - 49

Deposited ₹: 5,98,352/- (₹: Five lakhs ninety eight thousand three hundred fifty two only) vide D. D. No. 718812 Dated- 31/08/2021 Issued from State Bank of India Deoghar Branch Jharkhand for 35 years way leave charges. (2021-27 to 2055-56)

Sub: - Proposal of 132 KV D/C overhead transmission line track crossing between station Rema and Durlantanr
TP - 61/09 & 62/00 of Dhanhad division. KM TP - 61/09 & 62/00, of Dhanbad division of E.C.Railway. Under ADEN/KQR. EC Railway of Dhanbad division.

(Application I.D.- No. ECR-DHN - 21/2020. Dated - 20/05/2020).

Drawing No - ECR/DHN (Elect-G) - 05/2020.

AGREEMENT FOR 132 KV OVERHEAD TRANSMISSION LINE CROSSING OF RAILWAY TRACKS BETWEEN STATION REMA AND DURIANTANK AT KM - TP - 61/09 & 62/00.

An agreement made this 11 h day of Man 2012, BETWEEN THE PRESIDENT OF INDIA acting through the Divisional Railway Manager/Divisional Pailway Manager/Divisional Pailway Manager/Divisional Pailway Manager/Florida through the Divisional Railway Manager/Divisional Railway Manager (Electrical) of the Sr. Divisional Electrical Engineer (G) F.C. Ballway Manager/Divisional Railway Manager (Electrical) of the One Dark Engineer (G)/ E.C. Railway, Dhanbad Railway Administration, herein after called "the Railway" of the other and Sr. Manager Translation of the other and Sr. Manager Transmission Division Deoghar -1. (herein after referred to as "the owner" Of the other part), whereas owner with the country of the other part). part), whereas, owner wishes to erect an electric overhead line and carry out the works connected therewith for transmission of distribution of the party of the connected therewith for transmission of distribution of the party transmission of distribution of electrical energy over and across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and/or land at kilo meterage TP No - 76/06-07 in the continuous across the Railway tracks and land tracks are continuous across the Railway tracks and land tracks are continuous across the Railway tracks and land tracks are continuous across the Railway tracks and land tracks are continuous across the Railway tracks and land tracks are continuous across the Railway tracks are continuous No - 76/06-07 in the section of ADEN/KQR between Railway station REMA - DURIANTANR, the said overhead line where it courses the Delivery Remains a section of ADEN/KQR between Railway station REMA - DURIANTANR, the said overhead to as line where it crosses the Railway tracks and /or land works connected therewith hereinafter referred to as

day of Man 2022; to lay the Now, IT IS HEREBY AGREED AS FOLLOWS:crossing as per Drg. No. DRM/Dhanbad's Elect (G) - 05/2020 approved by the Railway, hereunto attached as (1) General:- The Railway will permit owner as from the annexure and in compliance with Regulations for 132 kV power lines crossing of Railway track between station Rema and Duriantanr KM TP - 61/09 & 62/00, hereunto attached as annexure hereinafter referred to as the Regulations, for the purpose hereinbefore mentioned, subject to the terms and conditions hereinafter

- (2) Permission to erect and maintain the crossing: The Railway will, subject to the provisions of clause 3 hereinafter contained, permit owner to erect and maintain in accordance with the regulations the crossing over and across the railway tracks and/or land at the place(s) shown on the said drawing and to execute all repairs in connection therewith when necessary from time to time and all such works shall be executed at the cost of owner at such times as may be permitted and to the satisfaction of the Railway in all respects. Provided that if shifting of or modifications to or dismantling of the crossing is required for the proper functioning of the Railway and is to be carried out by owner as desired by the Railway, the cost of such works shall be borne by the Railway except in those cases where the need for such works on account of Railway's anticipated development/requirements was foreseen in time and the owner had agreed in writing prior to the construction of the crossing to meet the cost of such works.
- (3) Railway to carry out protection works:- In the event it being necessary in the opinion of the Railway to support or protect the railway tracks and/or land or works during the erection of the crossing or the execution of any repairs thereto or any removal thereof the work of supporting or protecting the railway tracks or land and resorting the tracks and/or land to its original condition or such part of the said work as the railway shall deem fit will be carried out by the railway at the cost of owner In all respects. The amount of such cost will be determined by the Railway in its absolute discretion and will be paid by the owner Railway on demand. The owner will, if so required, deposit with Railway prior to the carrying out of the said work such sum of money as may be estimated by the Railway to be the cost of work required to be done and the amount of the said deposit will be set off against the said cost to be determined as aforesaid and the balance paid as aforesaid.
- (4) Cost of supervision of works:- All works in connection with the matters referred to in Clause 2, 3, & 6 will be subject to such supervision by the Railway as may be considered necessary by the Railway and owner will pay to the Railway on demand all costs of such supervision including the cost for the staff , required to look after the safety of the railway tracks and/or land while all or any of such works are/ work is in progress. The costs of such supervision and other costs as aforesaid shall be determined by the Railway in its absolute
- (5) Access:- Neither owner nor his employees will at any time enter upon the Railway land for any purpose whatsoever in connection with the crossing as aforesaid without the consent in writing of the Railway.
- (6) Modification, Shifting or removal of crossing:- If for convenience operation, unsatisfactory maintenance or for any reason whatsoever the Railway desires special maintenance, repairs, modification, shifting or removal of the crossing the owner will subject to the provision of clause 3 hereof carry out such works or such portion thereof from the date of notice issued by the Railway and to the satisfaction of the Railway within a reasonable period determined by the Railway in its absolute discretion as the Railway shall not under provision of clause 3 thereof proposed to carry out the work. If owner so desires he may re-erect the same at his own expense but to the satisfaction of Railway in all respects on such other land or tracks of the Railway, as it may

Senior Manager Transmission Division Deagher 1 Transmission Circle, Deoghar

In its absolute discretion consider suitable and available for the purpose. In the event of crossing being so reerected the land on which the same is re-erected will be used and occupied upon the terms of the Agreement mutatis mutandis, as if the same has originally been subject to the Agreement.

- (7) <u>Termination of Agreement by the Railway:-</u> The Railway may at any time (and from time to time) be at liberty in its absolute discretion to suspend temporarily and/or terminate this Agreement and all or any of the privileges hereby granted upon the expiration of three months' notice in writing of its intension to do so being left at or sent to the registered office of owner/ and notwithstanding that owner may have executed any work of a permanent or temporary character and incurred expenses in the execution thereof. The owner shall not be entitled to any damages or compensation by the reason of such termination or suspension.
- (8) Same as otherwise provided in this contract, all notices to be given on behalf of "The President of India" and all other actions to be taken on his behalf may be given or taken on his behalf by The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway.
- (9) <u>Termination of Agreement by the owner:</u>-The owner may on giving to the Railway one month's notice in writing terminate this Agreement and such notice shall be sufficiently served if sent by registered post to The Divisional Railway Manager/ Divisional Railway Manager (Electrical)/ Sr. Divisional Electrical Engineer (G)/ E. C. Railway, Dhanbad of the Railway, or left at his office.
- hereof for special maintenance, repairs, modification, shifting or removal of the crossing and owner failing within the time stipulated to carry out the said works except such position thereof as the Railway may propose to carry out under the provisions of clause 3 hereof or in the event of owner committing any other breach of this Agreement or any part thereof, the Railway shall be entitled in its absolute discretion (notwithstanding the Provisions of Clause 8 hereof) to terminate this Agreement and all and any of the privileges hereby granted upon the expiration of six months' notice in writing of its intentions to do so being given in the manner provided in clause 7.
- (11) Removal of Crossing:- Prior to the termination of this Agreement and subject to the provisions of clause 3 hereof owner will at his own cost remove the crossing from the property of the Railway and restore the land to its original condition to the satisfaction of the Railway in all respects. In the event of owner failing to remove the said crossing and restore the land to its original condition in the manner herein before provided the Railway will be entitled at its option immediately after the termination of this Agreement to carry out the work of removal of the crossing and restoration of the land without being responsible for any loss or damage whatsoever to the said crossing or any part thereof. In such an event owner, will pay to the Railway on demand all costs incurred by the Railway in connection with such work including supervision charges, the amount which will be determined by the Railway in its absolute discretion. The said crossing and the materials used in connection therewith and belonging to owner will be and remain the property of owner but the Railway will be entitled to retain the same but without any liability there for until the amount of such costs as aforesaid have been paid by owner to the Railway.
- (12) Indemnity: The said crossing will be used at the sole risk and responsibility of owner. If at any time owing directly or indirectly to such use or to the existence of the said crossing or to the carrying out of the work of erection and/or repair and/or removal of the said crossing and restoring the land to its original condition or to the exercise by owner of any privileges hereby granted or to any other cause arising out of the operation of the Agreement any damage will be caused to the Railway or to the permanent way and works, Rolling stock or any other property of the Railway or if in consequence of any of the matters aforesaid or any default in fulfilling any of the conditions of this Agreement or of any negligence on the part of the owner, or any person connected with him any claim or damage or loss be substantiated by any person or persons against the Railway owner will upon demand pay forthwith and make good the same and shall also make good to the Railway all costs and expenses which it may incur in regard to any such claim or damage or loss as aforesaid. In the event of there being any dispute as to what specific loss and/or damage has been caused by reason of any of the matter aforesaid such dispute will be preferred to the Chief Electrical Engineer of the Railway, whose decision thereon shall be final and binding.

(13) Occurrence of dispute: In the cases of dispute of difference which are not solved mutually, the matter will be referred to arbitration. The arbitration shall be appointed by GM/ECR. The arbitration proceeding shall be governed under arbitration and conciliation Act-1996 as amended by arbitration and conciliation (amendment) Act-2015.

Senior Manager

Transmission Division Denghar-1

DGM, Trans. Projects Transmission Circle, Deoghar मैं मैं विल अभिल (साल) पूर्व में स्टाबार पूर्व में स्टाबार

- Railway Accidents:- The Railway shall not be responsible for any damage to the crossing and other property of owner, due to any accident in the working of the Railway due to any cause whatsoever in addition to that during execution of job no damage will be occurred in Railway embankment for which necessary protection will be taken by the applicant/owner of crossing.
- (15) <u>Sub-letting:-</u> The owner wills not sub-let, transfer or assigns the Agreement or any of the privileges hereby granted without the previous consent in writing of the Railway.
- (16) <u>Limitation or rights</u>:- Nothing herein contained will be construed as conferring upon owner, or his permitted assignee any rights over the property of the Railway.
- (17) <u>Costs of Agreement:-</u>All costs and expenses incidental to the preparation and completion of these presents including stamp duty will be borne and paid by owner All statutory provisions as applicable in this way leave agreement will be complied by owner.
- (18) Validity of agreement:- This way leave is valid for a period of ten years from the date of effect as per executed agreement and hence, this agreement is valid up to 2021 2056 and after that period the subject way leave will be discontinued. If the applicant desires to keep valid the way leave for a further period of ten years, the applicant should submit application to concern Railway authority for renewal of the way leave prior to six months from the date of expiry of the instant agreement. If the Railway authority agrees to continue the way leave for further period of ten years, afresh proposal to be processed based on the prevailing market rates of land for the said way leave and applicant should deposit the amount to the Railway and necessary agreement to be executed thereafter.
- (19) Amendments of Rules:- If the rate is found to be higher by any other guidelines/circular of Railway Board's etc. after issuance of the circular 97/LML/24/3 Dated:-27/11/2001,18/05/2005 & 01/09/2014 the higher rate will be binding upon concerned party and difference will be realised at once.

In witness whereof the parties have hereunto set and subscribed their respective hands and seals the day, month and year respectively mentioned against their respective signatures.

For, Jharkhand Urja Sancharan Nigam Ltd.

Sr. Manager

Transmission Division, Deoghar - 1.

Senior Manager

Transmission Division December & Designation):-

1. Signature:

Name : Roj human m.
Designation: Name 10 50 6

2. Signature:

Name : S.K. BURNINGL Designation: DFM/TC, Deagh For, On behalf of President of India.

Sr. Divisional Electrical Engineer (G), East Central Railway. Dhanbad.

1. Signature:

Name : DK Singh 'Designation: CTA

2. Signature: Summer

Name : Rb Sharma.
Designation: St. (E(F)

DGM, Trans. Projects Transmission Circle, Deoghar