



**कार्यालय अधिशासी अभियन्ता**  
**प्रान्तीय खण्ड, लोक निर्माण विभाग, सहारनपुर**  
 Office of the Executive Engineer, Provincial Division, P.W.D., Saharanpur, Uttar Pradesh  
 E-mail:- pdpwsre@gmail.com

75  
आज़ादी का  
अमृत महोत्सव

पत्रांक:

2443 / 26C

दिनांक : 4 / 07 / 2023

**To**  
**Divisional Director Social Forestry,**  
 Division Saharanpur,  
 Saharanpur, UP.

**Sub:-** Diversion of 0.8768040 Hectare Protected Forest Land For Construction of Four Lane Bypass Road from Nh-709b(Chunehti), to Delhi Yamunotri Road (Sh-57) Via Ambala Road from Km Chainage 00.000 To Km chainage 19.125 (Length 19.125) in District-Saharanpur (Uttar Pradesh).:-**Reg. (Online Proposal No.: FP/UP/ROAD/156081/2022): Clarification/replies of EDS.**

**Ref:-** Online EDS dated 30.03.2023 on Parivesh Portal.

Sir,

This is with reference to online EDS dated 30.03.2023 raised by IRO, Lucknow office regarding Forest Proposal for diversion of 0.8768040 ha forest land to the project under subject above.

2. In this regard, point-wise clarifications/ replies are hereby submitted for your consideration and further necessary action at your end for early grant of Forest Clearance under section 2 of FCA, 1980:

S.N.	Observations/ EDS raised by Forest Department	Clarifications/ reply of User Agency i.e. UP PWD
1.	The CA area needs to be proposed in patch of block over the gross area of 5.00 Ha for plantation of 4930 trees minimum 1000 plants/hectare. Accordingly, CA area and related documents needs to be uploaded on Parivesh Portal.	The User agency doesn't have land in the form of block. However the land proposed for CA is on City Bypass Road namely "Mini Bypass". Mini bypass road which is already 7 meter wide with total RoW of 15m and there is no scope or proposal for widening of this road. The land area has been updated to 5ha. You are requested to consider this liner land for CA. Enclosed as <b>Annexure-1</b> .
2.	Geo-referenced map of the proposed CA land needs to be revised. Geo-coordinate format of the Geo-referenced map needs to be provided in Decimal Degree or Degree Minutes Second.	Geo-referenced map&TopoMap has been updated and attached as <b>Annexure-1</b> .

rojana-25




3.	Legal Status of area proposed for diversion needs to be clarified/rectified in the certificate provided by PWD vide No. 2372/126C, dated 06.08.2022.	Legal Status of proposed area for diversion is Protected Forest. The Undertaking is rectified and attached as <b>Annexure-2</b> .
4.	NOC's from concerned departments (irrigation, Railway, NHA etc) need to be submitted.	NOC from Railway Department is has been uploaded under Additional Information on Parivesh Portal and the same is <b>enclosed</b> for reference as <b>Annexure-3</b> .
5.	It is not clear from all proposal that what is the status of widening before and after proposed alignment.	The Proposed project is completely new green field project passing through agricultural area.
6.	Detailed muck calculation and muck disposal scheme as approved by concerned DFO needs to be submitted.	No Muck will be generate during the construction as project is passing through the Plain area. However the Muck disposal scheme is attached as <b>Annexure-4</b> .
7.	Details of existing RoW proposed RoW and land width (RoW) availability of roadside plantation needs to be submitted. Accordingly, scheme for roadside plantation needs to be submitted.	The Proposed project is completely green field project passing through agricultural area. RoW of alignment is 45m. The 7.5m RoW on both side and 5m median will be available for Utility and Plantation. The Plantation scheme along with TCS is attached as <b>Annexure-5</b> .
8.	.kml file is provided only for segment area of 0.76804 ha, .kml file for completed area needs to be provided/uploaded.	Provided kml file has been check and rectified with total area of 0.8768 ha and same has been uploaded on Parivesh Portal.

3. In view of above, it is requested to process the proposal at your end for early obtaining the forest clearance so that, the project can be implemented on time.

Encls: As above.

Yours faithfully,



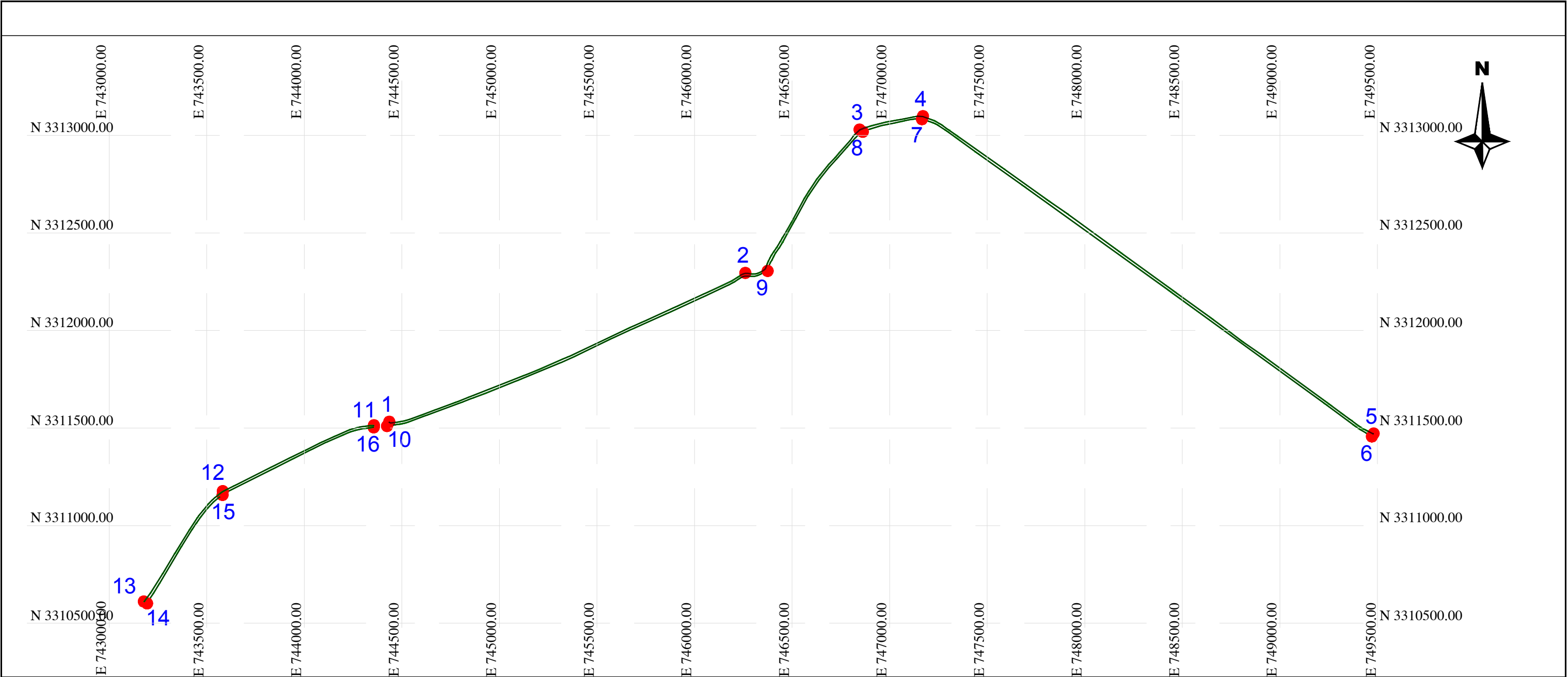
(Praveen Gairi)  
Assistant Engineer  
Provincial Division, PWD Saharanpur

Copy for information and necessary action to:-

1- District Magistrate, Saharanpur.

Assistant Engineer  
Provincial Division, PWD Saharanpur



4/7/23



Forest Land Geo-Coordinates		
GPS Point	Longitude ( E)	Latitude (N)
1	77°31'54.08"E	29°54'36.84"N
2	77°33'2.70"E	29°55'0.28"N
3	77°33'25.11"E	29°55'23.70"N
4	77°33'37.29"E	29°55'25.70"N
5	77°35'1.99"E	29°54'31.22"N
6	77°35'1.68"E	29°54'30.72"N
7	77°33'36.94"E	29°55'25.28"N
8	77°33'25.73"E	29°55'23.31"N
9	77°33'6.97"E	29°55'0.52"N
10	77°31'53.64"E	29°54'36.12"N
11	77°31'51.13"E	29°54'36.30"N
12	77°31'21.99"E	29°54'25.89"N
13	77°31'6.47"E	29°54'7.82"N
14	77°31'7.08"E	29°54'7.50"N
15	77°31'21.94"E	29°54'25.26"N
16	77°31'51.09"E	29°54'35.94"N

PROTECTED FOREST MAP		
PROJECT AREA	AREA (Sq m.)	AREA (hec.)
PROJECT AREA	50000.000	5.00
TOTAL AREA	50000.000	5.00

  
प्रवीण गैडी  
सहायक अभियन्ता  
प्रान्तीय खण्ड, लो० नि० वि०  
सहारनपुर।

LEGEND	
 1	GPS Point
	Forest Land to be diverted

CLIENT:-	CONSULTANT:-	NAME OF PROJECT:- GEO- REFERENCE MAP OF CA LAND OF 5.0 HA. SHOWING THE PROPOSED COMPENSATORY AFFORESTATION (CA) PLANTATION AT MINI BYPASS FROM IN SAHARANPUR DISTRICT UNDER PWD LAND FOR CONSTRUCTION OF FOUR LANE BYPASS ROAD FROM NH-709 B (CHUNEHTI TO DELHI YAMUNOTRI ROAD (SH-57) VIA AMBALA ROAD FROM KM CHAINAGE 00.000 TO KM CHAINAGE 19.125 (LENGTH 19.125) IN DISTRICT- SAHARANPUR.	Drawing Title:- FOREST DGPS MAP	
			Scale:- As per scale	Size:- A3



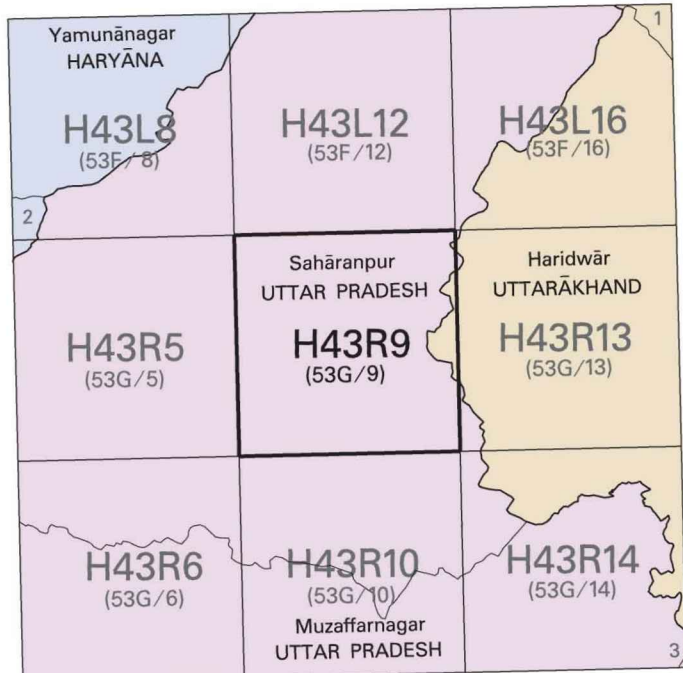
TOPO MAP OF CA LAND OF 5.0 HA. SHOWING THE PROPOSED COMPENSATORY AFFORESTATION (CA) PLANTATION AT MINI BYPASS FROM IN SAHARANPUR DISTRICT UNDER PWD LAND FOR CONSTRUCTION OF FOUR LANE BYPASS ROAD FROM NH-709 B (CHUNEHTI TO DELHI YAMUNOTRI ROAD (SH-57) VIA AMBALA ROAD FROM KM CHAINAGE 00.000 TO KM CHAINAGE 19.125 (LENGTH 19.125) IN DISTRICT- SAHARANPUR.



OPEN SERIES  
MAP

No. H43R9

Scale 1:50,000



1 Dehra Dun, UTTARAKHAND.  
2 Kurukshetra, HARYANA.  
3 Bijnor, UTTAR PRADESH.

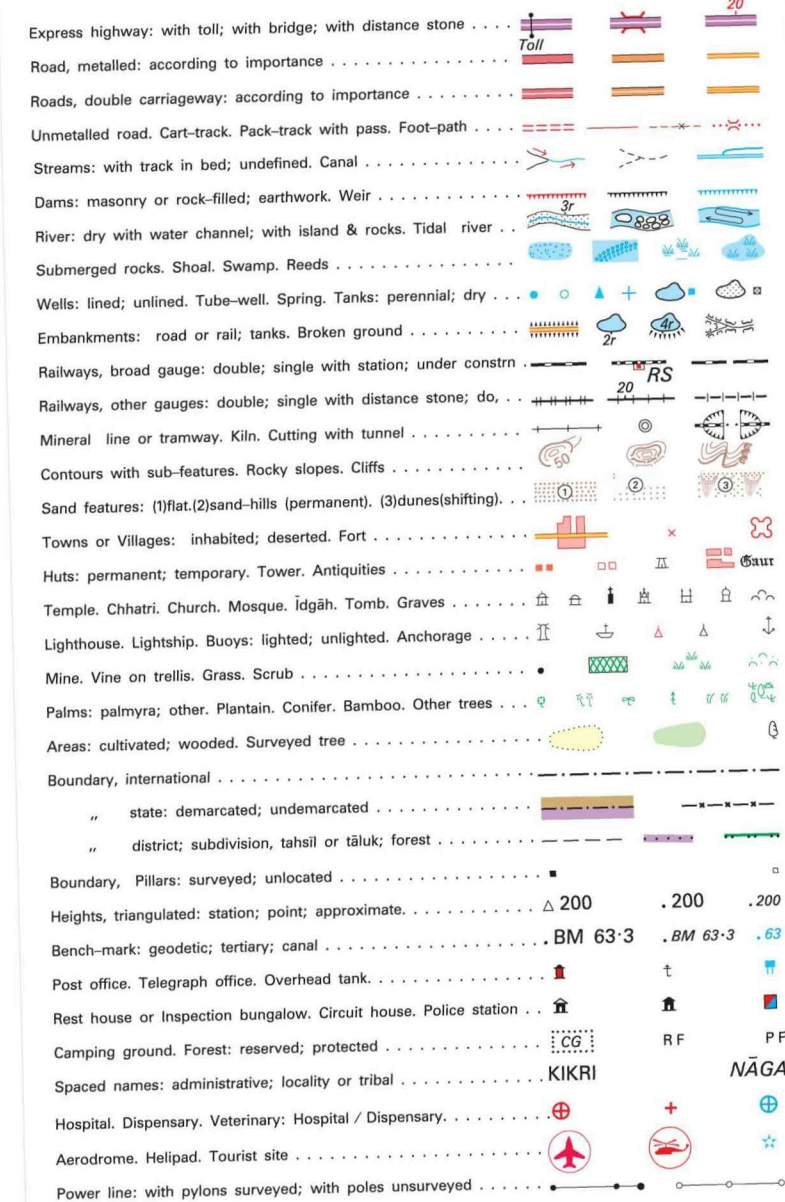
भारतीय सर्वेक्षण विभाग

SURVEY OF INDIA

1st Edition 2011.

Price: ₹70/-

CONVENTIONAL SYMBOLS



LEGEND



REFERENCES

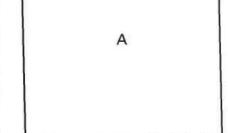
NH 73 National Highway No. 73.  
SH 57 State Highway No. 57.  
SH 59 State Highway No. 59.

NOTES

Heights are in metres and above Indian mean sea level.  
Contours are approximate.  
A relative height, 'h', represents the approximate height, in metres, between the top and bottom of a steep slope.  
The triangulated heights and contours in this sheet have not been adjusted to the heights of the spirit-levelled bench-marks and may be in error in accordance with them.  
A relative height, 'h', marked along a canal indicates the height of the top of the canal embankment above the adjacent country.  
Cart-roads and unmetalled roads along canal are motorable throughout the year. Permission to use those is required from the irrigation authorities.  
The area adjoining the Hindan River is liable to change owing to continual fluctuation in the course of the river.  
Tanks, shown dry, in this area, usually contain water from July to March.  
District boundary between Saharanpur and Dehra Dun Districts. In this sheet has been upgraded due to formation of Uttarakhand state.

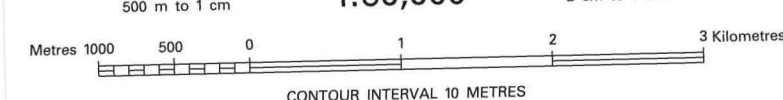
COMPIATION INDEX

A Surveyed during 1967-68. Updated for major details during 2005-06.



Magnetic Variation from True North about 4° East in 2005.  
(Increasing by about 1° annually).

1:50,000



CONTOUR INTERVAL 10 METRES

For further details about this map, please contact

Additional Surveyor General

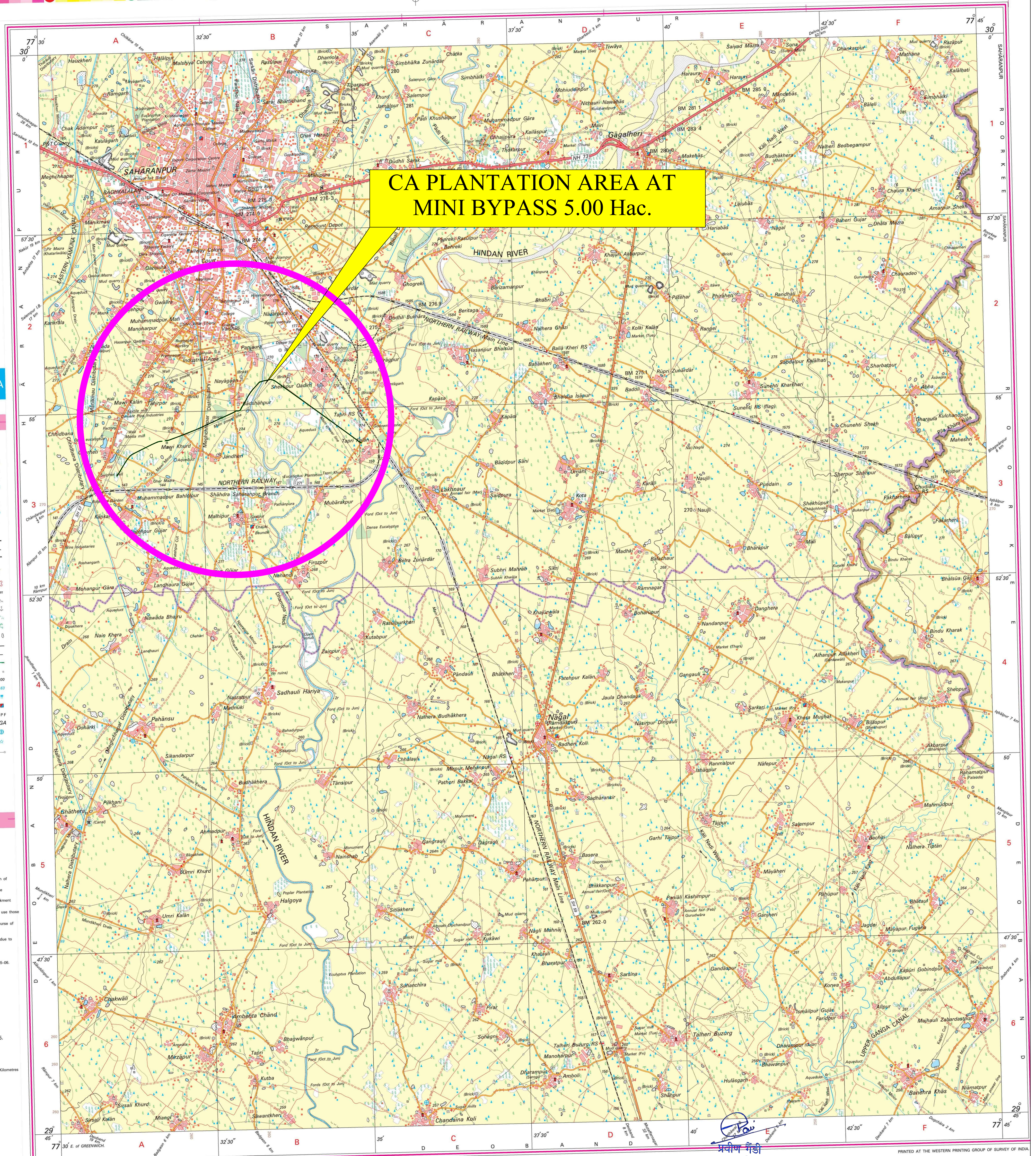
Uttarakhand and West Uttar Pradesh Geo-Spatial Data Centre

Survey of India, 17 E.C. Road

Dehradun.

Fax : 0135 - 2656462

WEBSITE - www.surveyofindia.gov.in



CA PLANTATION AREA AT  
MINI BYPASS 5.00 Hac.

प्रवीण गैदी

सहायक अभियन्ता  
प्रान्तीय खण्ड, लो० नि० वि०  
सहारनपुर।


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**Project:** Diversion of 0.8768040 Hectare Protected Forest Land For Construction of Four Lane Bypass Road from Nh-709b(Chunehti), to Delhi Yamunotri Road (Sh-57) Via Ambala Road from Km Chainage 00.000 To Km chainage 19.125 (Length 19.125) in District- Saharanpur (Uttar Pradesh).

### प्रमाण-पत्र

प्रमाणित किया जाता है की कार्यालय अधिशासी अभियंता प्रान्तीय खण्ड लो.नि.वि. सहारनपुर द्वारा सामाजिक वानिकी प्रभाग.सहारनपुर के अंतर्गत जनपद सहारनपुर में एन०एच०-709 बी (चुन्हेटी) से अम्बाला रोड होते हुए दिल्ली यमुनौत्री मार्ग(एस०एच०-57) तक (लम्बाई 9.25 कि०मी०) 4 लेन बाईपास मार्ग के निर्माण के लिए प्रेषित प्रस्ताव में प्रभावित होने वाली वन भूमि 0.8768040 हे० वन भूमि चिन्हित वनक्षेत्रों की भूमि के अंतर्गत आती है।

  
4/07/2023  
Assistant Engineer  
प्रवीण गौडी  
Provincial Division, PWD, Saharanpur  
सहायक अभियंता  
प्रान्तीय खण्ड, लो० नि० वि०  
सहारनपुर।



**NORTHERN RAILWAY**

No.473-W/842/1/504/Land  
Date : 13.03.2023

DRM OFFICE  
New Delhi

**Executive Engineer,  
Provincial Division,  
PWD Saharanpur, Dehradun Chowk,  
Uttar Pradesh-247001**


**Sub:- Long Term Leasing of Railway land for "Construction of Four land Bypass Road from NH-709B(Chuneti) to Km 171.00(Devla) of Delhi-Yamunotri Road(SH-57) via Ambala road in district of Saharanpur in the state of Uttar Pradesh" to PWD, Saharanpur.**

**Ref :- Your Office letter no.- 826/26C dated 15.02.2023.**

The competent authority has accorded approval for Permission for Long Term Leasing of Railway land for "Construction of Four land Bypass Road from NH-709B(Chuneti) to Km 171.00(Devla) of Delhi-Yamunotri Road(SH-57) via Ambala road in district of Saharanpur in the state of Uttar Pradesh" to PWD, Saharanpur for a period of 35 years. Agreement No.- 473-W/842/1/504/Land dated 23.02.2023 for the same facility has since been signed by both the parties. Copy of the same is enclosed for your record & reference.

Please report to ADEN/SMQL and chalk out the programme for Construction of Four land Bypass Road from NH-709B(Chuneti) to Km 171.00(Devla) of Delhi-Yamunotri Road(SH-57) via Ambala road in district of Saharanpur so that work can be carried out safely taking all safety precautions at site.

Please ensure that work is executed strictly in accordance with approved Land Leasing plan bearing no. M-473-W/842/1/504/Land/DLI/2022, copy of which is enclosed herewith.

  
13/3/2023  
**Sr. DEN-II**  
**N. Rly. New Delhi**

Copy to:-

1. ADEN/SMQL along with copy of agreement and plan for information and necessary action.





INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp



23

Certificate No. : IN-UP32010019415955V  
Certificate Issued Date : 10-Feb-2023 03:55 PM  
Account Reference : NEWIMPACC (SV)/ up14734304/ SAHARANPUR SADAR/ UP-SHR  
Unique Doc. Reference : SUBIN-UPUP1473430457976714506876V  
Purchased by : EXECUTIVE ENGINEER P D P W D SAHARANPUR  
Description of Document : Article 6 Agreement relating to deposit of title deeds, pawn or pledge  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : EXECUTIVE ENGINEER P D P W D SAHARANPUR  
Second Party : Not Applicable  
Stamp Duty Paid By : EXECUTIVE ENGINEER P D P W D SAHARANPUR  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

RAILWAY LAND LEASE AGREEMENT FOR USE OF RAILWAY LAND FOR "CONSTRUCTION OF FOUR LAND BYPASS ROAD FROM NH-709B (CHUNETI) TO KM 171.00 (DEVLA) OF DELHI-YAMUNOTRI ROAD (SH-57) VIA AMBALA ROAD IN DISTRICT OF SAHARANPUR IN THE STATE OF UTTAR PRADESH"  
TO PWD, SAHARANPUR.

Agreement No. 473-W/842/1/504/Land

Dated: 13<sup>th</sup>/03/2023

This Railway Land Lease Agreement (herein referred to as 'The Agreement') for use of Railway Land for "Construction of Four land Bypass Road from NH-709B (Chuneti) to Km 171.00 (Devla) of Delhi-Yamunotri Road(SH-57) via Ambala road in district of Saharanpur in the state of Uttar Pradesh" to **PWD, Saharanpur.**

Between

The President of India, acting through the **Senior Divisional Engineer-II, Delhi Division, Northern Railway, New Delhi** (herein after referred to as the "Government" or "Lessor" which expression shall, unless excluded by and/or repugnant to the context, mean and include his successors, legal representatives and permitted assigns) of the one part;

And

**PWD, Saharanpur**, having its registered office at **Provincial Division, PWD, Saharanpur, Uttar Pradesh-247001** represented through its Executive Engineer/Authorized Signatory

1

Senior Divl. Engineer-II  
N. Rly. New Delhi

Signature



(hereinafter referred to as the "Lessee", which expression shall, unless it be repugnant the context, mean and include his successors, legal representatives and permitted assigns) of the other part.

The Lessor and the Lessee are hereinafter collectively referred to as the "parties" and individually as a "party"

WHEREAS

- (A) Northern Railway and Lessee have entering to a Land Lease Agreement in principle and shall be herein the Lessee is desirous for **CONSTRUCTION OF FOUR LAND BYPASS ROAD FROM NH-709B (CHUNETI) TO KM 171.00 (DEVLA) OF DELHI-YAMUNOTRI ROAD (SH-57) VIA AMBALA ROAD IN DISTRICT OF SAHARANPUR IN THE STATE OF UTTAR PRADESH** of the Delhi Division, Northern Railway on the Divisional Plan No. **M-473-W/842/1/504/DLI/2022** has approached to the Railway Administration for leasing of Railway Land for use of Railway Land for Construction of Four land Bypass Road from NH-709B(Chuneti) to Km 171.00(Devla) of Delhi- Yamunotri Road(SH-57) via Ambala road in district of Saharanpur in the state of Uttar Pradesh upon the terms and conditions hereinafter contained.
- (B) The Lessor is the sole owner of said Railway land Strip as shown in Red on the Land Plan bearing Divn. Plan No. **M-473-W/842/1/504/DLI/2022** and now desires to Lease the site to the Lessee and the Lessee desires to take on Lease from the Lessor, the site for use of Railway Land for Construction of Four land Bypass Road from NH-709B(Chuneti) to Km 171.00(Devla) of Delhi-Yamunotri Road(SH-57) via Ambala road in district of Saharanpur in the state of Uttar Pradesh.

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. Grant of Lease and Possession.

- 1.1 The provisions of the Lease Agreement shall take effect and become binding on the Parties from the date of signing of the Agreement.
- 1.2 In consideration of the Land Lease Fee, the Lessor grants the Lease to the Lessee and the Lessee agrees to accept the Lease from the Lessor, of all that parcel of land strip measuring **1373.40 Sqm** and more particularly described and identified colored in Red in the Annexure to possess and use the Site and/ or any part thereof, in accordance with the provisions of this Lease Agreement. The possession of the Railway Land to Lessee shall be given only after signing of the Agreement.

#### 2. Term

- 2.1 That the Lease unless determined in terms of provisions hereinafter contained shall remain in force for a period of **Thirty Five Year** commencing from **2022-23** and ending on **2056-57**.
- 2.2 The Term of the Railway Land Lease Agreement shall be co-terminus with the Principal Agreement.



### 3. Renewal

- 3.1 The Lessor may extend the term further on **35 year basis** as may be agreed by the Parties. The renewal of Lease term shall be at the sole discretion of the Lessor.

### 4. Lease Fee

- 4.1 Before execution of the Railway Land Lease Agreement and in consideration of the Lessor, leasing the Site to the Lessee, the Lessee shall pay to the Lessor the Lease Fee of **Rs. 97,05,760/- (Rupees Ninety Seven Lacs Five Thousand Seven Hundred Sixty only)** for a period of 35 years and any other terms as applicable from time to time.
- 4.2 The Lessee shall pay the Lease Fee into such account as may be designated by the Lessor.

### 5 Use of Site

- 5.1 During the term of this Agreement, the Lessee shall use the Site only for the purpose for providing **"CONSTRUCTION OF FOUR LAND BYPASS ROAD FROM NH-709B (CHUNETI) TO KM 171.00 (DEVLA) OF DELHI-YAMUNOTRI ROAD (SH-57) VIA AMBALA ROAD IN DISTRICT OF SAHARANPUR IN THE STATE OF UTTAR PRADESH"**.
- 5.2 The parties agree that the Lessee shall not utilize the Site for any other purpose(s) not related to the project.
- 5.3 Use of land for any other non-related purpose shall automatically terminate this agreement.

### 6 Termination of Lease Agreement.

- 6.1 The Railway Land Lease Agreement shall be co-terminus with the Principal Agreement. Thus, in the event that the Principal Agreement is terminated during the currency period thereof, then this Railway Land Lease Agreement shall be deemed to be terminated without any further notice. For termination of Railway Land Lease Agreement, the Lessor shall be at full liberty to deal with the Site in such manner as it deems fit in its sole discretion.
- 6.2 Possession of land shall revert back to Lessor on expiry of Railway land Lease agreement or termination of the Land Lease agreement before expiry of the Lease term.
- 6.3 This Railway Land Lease Agreement may be terminated earlier by mutual agreement between the Parties in writing.
- 6.4 The Lessor shall have the right to terminate this Railway Land Lease Agreement on occurrence of any one or more default (s) by the Lease as enlisted hereunder:-
- (a) Filing of a voluntary bankruptcy petition by the Lessee;
  - (b) Institution of winding up proceedings against Lease;



- (c) Failure of the Lessee to make payments to the Lessor in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Lessor
  - (d) Transfer or assignment of this Lease Agreement or creation of any Encumbrance on the Site,
  - (e) Use of the Site for any purpose other than the purpose stated under Clause 5 of this Lease Agreement ;
  - (f) Violation of terms of this agreement by Lease; and
  - (g) Any other reason which the Lessor consider appropriate.
- 6.5 Upon determination under, Clause 5.3, Clause 6.1, Clause 6.2, Clause 6.3 and Clause 6.4, the Lessor shall have the following additional rights:
- (a) The recovery of any unpaid Lessee fee due and payable at the time of Termination and Liquidated damages up-to the date of actual vacation.
  - (b) The recovery of any damages, costs, fees and expenses incurred by the Lessor as a result of the breach of the Lease Agreement by the Lessee;
  - (c) Any other right or remedy, legal or equitable, that the Lessor is entitled to under Applicable Laws.
  - (d) Lease shall not be entitled for any compensation.

## **7 Lessor's Obligations:**

- 7.1 The Lessor hereby agrees and warrants that subject to the terms of the Lease Agreement, the Lessee shall be entitled to use and enjoy the Site and every part thereof during the term of the Land Lease Agreement;

## **8 Lessee's Obligations:**

- (a) Upon execution of this Lease Agreement and subject to the terms thereof, the Lessee shall use the same only for the purposes as enlisted in Clause 5 of this Lease Agreement;
- (b) The Lease shall not assign, transfer, mortgage or sublet the privileges conferred under this agreement.
- (c) It shall not create any lien, charge or encumbrance on the Site, except as permitted in this Lease Agreement;
- (d) No laying of overhead or underground cables, pipelines, drainage system etc., shall be allowed without the previous permission in writing of the Chief Engineer, Northern Railway or any other officer duly authorized by the Government. The plan of the structure shall also be subject to the approval of the said officer and no construction shall be started without such approval in writing.
- (e) Nothing herein contained shall be construed to create tenancy in favor of the Lessee of the said Site and the Government may from time to time determine this Lease and retake and absolutely retain possession of the land.
- (f) That the Government shall not be liable for any loss or damage however caused to the property belonging to the Lessee erected /laid on the land hereby Leased.
- (g) The Lessee shall at all times keep the Government indemnified against and shall



reimburse to the Government all claims, suits, damages costs, charges and expenses whatsoever which the Government may sustain or incur.

- (h) In case the Lease is cancelled and the Government takes over the use of land before the expiry of the year for which the Lease fee has been paid in advance the Lessee shall get a proportionate refund of the amount of the unexpired portion of the year.
- (i) This Lease Agreement has been duly authorized, executed, and delivered by the Lessor after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
- (j) During the Term of the Lease Agreement, the Lessee shall pay the Lease Fee in accordance with terms and conditions set out in this Lease Agreement and shall observe and fulfill each of its obligations set forth herein;
- (k) Lessee agrees to pay and to hold railway harmless on account of any taxes or other Government charges (however denominated) including but not limited to service tax, imposed by the government or any authority with respect to the execution or delivery of this agreement or any transaction hereunder or any income earned or payment received by Railways hereunder. The Lessee shall without demur pay or reimburse Railways the amount of any tax which the Railway has to pay or has paid in respect of the Lease notwithstanding the statutory liability of such tax lies on Railway.
- (l) After expiry of the Leased period, the Lease should immediately vacate the land and hand over the possession to the person authorized by the Government in this behalf or apply for renewal of Lease 30 days prior to date expiry of Land Lease Agreement.
- (m) On termination of this agreement the Lease shall hand over the vacant possession of the said land to Lessor within one month. In case the Lease fails to restore the land to its original state as required by the Lessor, the Lessor may do so at the risk and cost of the Lease and the expenses so incurred shall be recovered from Lessee and/or any other amount due to the Lease from the Railway administration.
- (n) That the Lease shall abide by all the statutory provisions, rules, regulation and instructions which are in force or which may hereinafter may come in to force governing the use of the said land.

## 9 Inspection by the Lessor

- 9.1 The Lease agrees that during the terms of the Lease Agreements, the Lessee shall not restrict or obstruct the Lessor and its authorized agents to enter upon and inspect the Site.
- 9.2 The Lessee undertakes that the Lessee shall notify the Lessor of any material breach by the Lessee of any applicable permits acquired in relation to the site.

## 10 Stamp Duty and Registration Charges.

- 10.1 Subject to the exemption or waiver, if any granted by Government or any another authority, the parties agree that all stamp duties and registration charges payable in respect of the Lease contemplated herein shall be to the account of and borne by the Lessee.



## 11 Indemnities and Limitation of Liability

- 11.1 The Lessee shall fully indemnify, defend and hold harmless the Lessor, of any liability which may be incurred or suffered by the Lessor and which may arise out of or as result of any of the following causes:
- (a) Any breach by the Lease of any of its obligation, agreements, representations or warranties set forth in this Lease Agreement; and
  - (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 the Lessee.

## 12 Dispute Resolution

In the event of any dispute or difference or controversy arising in relation to this agreement, between the parties shall in the first instance be resolved amicably through negotiations. Any dispute which the parties are unable to resolve within 60 days on the notice of one party to the other of the existence of a dispute shall be referred to Arbitration.

### 12.1 Arbitration

- (a) Any dispute or difference or controversy between the parties which is not resolved amicably as to the respective rights and obligations of the parties (except the matters regarding which the decision has been specifically provided for in this agreement) shall be referred to the Arbitration Tribunal consisting of three Gazetted Railway officers not below JA Grade, to be appointed by the General Manager of the Northern Railway. To appoint arbitration tribunal, a list of three Railway officers will be provided to the Lessee for suggesting at least two names out of which General Manager shall appoint one as nominee of the Lessee as Arbitrator and further General Manager shall appoint other two Arbitrators indicating one Arbitrator as the presiding Arbitrator. For the purpose of this agreement, the General Manager will mean the head of the Northern Railway Administrator.
- (b) If the arbitrator appointed by the General Manager resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so for any reason whatsoever or dies, the General Manager will have the power to appoint a new arbitrator to act in his place in the same manner in which the earlier Arbitrator (s) had been appointed. Such arbitrator shall be entitled to proceed with the reference from the stage at which the previous arbitrator left it. \*
- (c) The Arbitration proceedings shall be assumed to have commenced from the appointment of the Arbitration Tribunal.
- (d) The place of Arbitration shall be within the local limits of the Division concerned or the Head Quarter of the Northern Railway or any other place with the written consent of the parties.



- (e) The cost of the Arbitration shall be borne by the respective parties. The fee of the Arbitrator as per rates fixed by the Railway Board shall be borne equally by both parties.
- (f) The Arbitration Tribunal shall conduct the proceedings in any manner it deems fit in accordance with the principles of natural justice equity and good conscience and accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules there under.
- (g) The Arbitration Tribunal shall pass written and reasoned Award which shall be signed by all the members of the Arbitration Tribunal. Such an award shall be passed by majority of the members of the Arbitration Tribunal and it shall indicate the date and place of the award and shall be on stamp paper of appropriate value.
- (h) The award passed by the Arbitration Tribunal shall be final and binding on the parties.

In witness whereof the Parties Have Executed And Delivered This Railway Land Lease Agreement As Of The Day, Month And Year First Above Written.

Signed, Sealed and Delivered  
For and on behalf of  
President of India by:




(Avinash Kumar)  
Senior Divisional Engineer-II,  
Delhi Division, Northern Railway,  
New Delhi

Senior Divl. Engineer-II  
N. Ry. New Delhi

Signed, Sealed and Delivered  
For and on behalf of  
Lessee by:



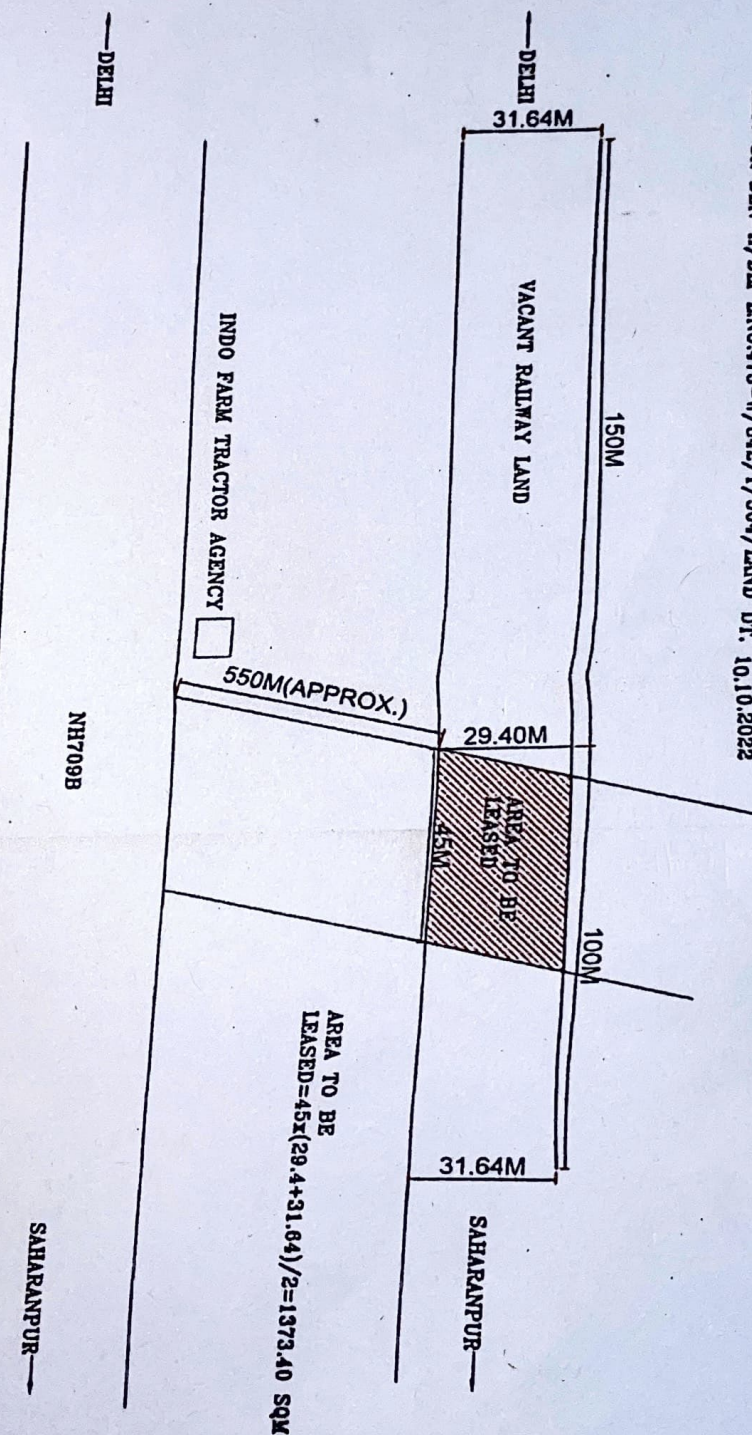
(Mohit Gupta)  
Executive Engineer  
Provincial Division, PWD,  
Saharanpur, Uttar Pradesh

  
04/07/2023  
प्रवीण गैडी  
सहायक अभियन्ता  
प्रान्तीय खण्ड, लो० नि० वि०  
सहारनपुर।



PLAN SHOWING DETAIL OF SITE FOR LEASING OF RAILWAY LAND FOR CONSTRUCTION OF FOUR LANE BYPASS ROAD FROM CHUNETI SAHARANPUR TO DEVALA

REF:-SR DEN-II/DLI L.NO.473-W/842/1/504/LAND DT. 10.10.2022



NOTE-- 1. PLAN NOT TO SCALE.  
2. LEASING LAND SHOWN IN RED.  
3. LEASING LAND WILL DIVIDE ENTIRE  
LAND INTO TWO PARTS.  
4. LEASING LAND IS APPROX. 650M FROM  
NH709B ALONG PWD ROAD (PROPOSED BYPASS)

Executive Bagdad  
Prov. Division P.W.  
Saharapur  
PMD REPRESENTATIVE

यक अभियन्ता  
बुण्ड, लो० नि० वि०

**DRM/DLI**

ADRM/INFRA/DLI

SR.DEN/C/DLH

SRDEN/II/DIA

ADEN/SMQL

**SSE/IN/SMQL**

DIVISIONAL PLAN NO: M-473-W/812/1504/LANB/DL/2022



**Project Name: Diversion of 0.8768040 Hectare Protected Forest Land For Construction of Four Lane Bypass Road from Nh-709b(Chunehti), to Delhi Yamunotri Road (Sh-57) Via Ambala Road from Km Chainage 00.000 To Km chainage 19.125 (Length 19.125) in District-Saharanpur (Uttar Pradesh).**

### MUCK DISPOSAL PLAN


1.	Calculation of muck to be generated. Swell factor has to be applied.	Muck will not be generated. No calculation and swell factor are applicable. Undertaking is enclosed in this regard
2.	Quantity of muck to be utilized in the project activities	If muck will be generated, then it will be utilized in the project activities.
3.	Balance quantity of muck which requires disposal / management plan	No balance quantity will be left for preparation of disposal / management plan
4.	Carriage of muck from the muck generation site to the dumping site	Not applicable
5.	Ownership of land and the consent of landowners in case muck disposal are proposed on non-forest land.	Not applicable
6.	Photograph & carrying capacity of proposed dumping site (Muck disposal site)	Not applicable
7.	Development of dumping site- construction of retaining walls and other structure as per requirement of the site. The objective is to completely stop rolling down of the muck.	Not applicable
8.	Rehabilitation of dumping site like leveling, planting of grass, shrubs and tree species	Not applicable

Note: Cost to be incurred on the above activities has to be given component wise. Detail of dumping site including length, width and height of structures to be erected must be mentioned.

Undertaking by the user agency has to be given to the effect that:

1. Muck management plan will be implemented by the user agency and in case of non-implementation of the plan; they will be liable to penalty / action at their cost.
2. The proposed dumping site will be located away from river/stream/nala.

**Place: Saharanpur**

  
 04/07/2023  
 Assistant Engineer  
 Provincial Division, PWD Saharanpur  
 प्रवाज मैडि  
 सहायक प्रियन्ता  
 प्रांतीय खण्ड, लो० वि०  
 सहारनपुर।



**Project:** Diversion of 0.8768040 Hectare Protected Forest Land For Construction of Four Lane Bypass Road from Nh-709b(Chunehti), to Delhi Yamunotri Road (Sh-57) Via Ambala Road from Km Chainage 00.000 To Km chainage 19.125 (Length 19.125) in District-Saharanpur (Uttar Pradesh):

**Proposal No.:** FP/UP/ROAD/156081/2022

## PLANTATION SCHEME

### GREEN BELT DEVELOPMENT PLAN

To compensate the ecological loss for felling of trees, development of aesthetic values and enhancement microclimatic conditions, about 31616nos. of trees will be planted with in the PROW of proposed expressway. Avenue and median plantation will be carried out as per IRC SP: 21 2009 and National Green Highways Policy 2015.

#### Average width available for avenue plantation:

The average width on either side available for avenue plantation is 7.5 m along the project highway.

#### Average width available for median plantation:

Average width available for median plantation is 5 m.

The length available for plantation will be approx. 19 km. The area of plantation in median and avenue has been presented in **Table 3** below.

### Technical Specifications

The technical specifications specified here are just for understanding Green Corridor development approach. The site specific project report shall prescribe plantation pattern based on actual site conditions. The technical specifications of ornamental/flowering plants (Row I) and shade plants (Row II) have been presented in **Table 1** and **Table 2** respectively.

**Table 1: Technical Specifications of Ornamental/ Flowering Plants (Row I)**

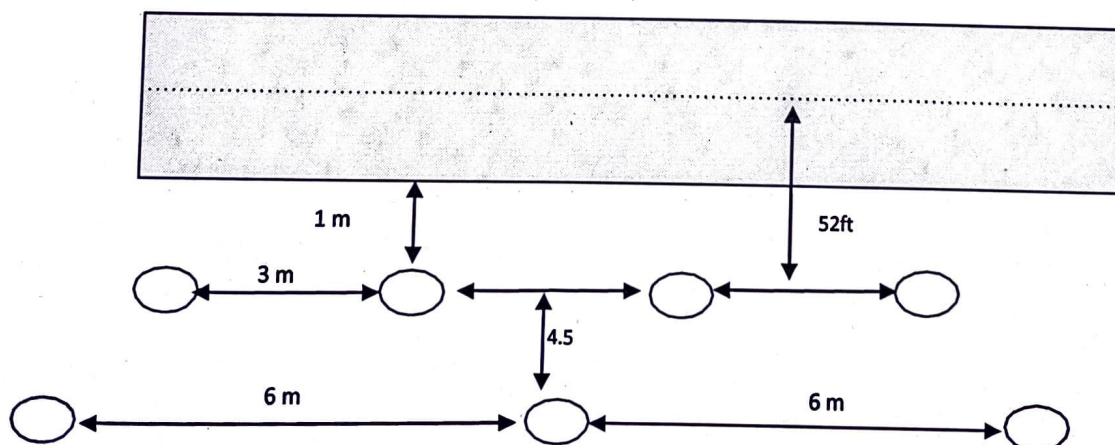
Distance from embankment	1m or 3.3 ft away from the toe of embankment /55 ft from central traffic line
Spacing between plant to plant	1m or 10 ft
Canopy Shape & Size	Preferable Cylindrical/oblong with small CSA



Spacing between rows	4.5 m or 15 ft
Size of the pits (normal soil)	60 X 60 X 60 cm
For Alkaline soil (usar)	By auger
Water logged areas	Mounds with height varying depending on the water level
No of plants per Km	333
Height of the plant	1.5 m to 2 m

**Table 2: Technical Specifications of Shade Plants (Row II) Last Row**

Distance from preceding row	15 ft or 4.5 m
Spacing between plant to plant	20 ft or 6 m
Canopy Shape & Size	Preferable spreading with medium CSA
Size of the pits (normal soil)	60 X 60 X 60 cm
For Alkaline soil (usar)	By auger
Water logged areas	Mounds
No. of plants per line Km	166
Height of the plant	More than 3 m



**Figure1: Plantation Layout Plan**



The calculation of plants for avenue and median plantation has been presented in Table 3 below.

**Table 3: Calculations of Plants for Avenue and Median Plantation**

Row No.	LHS			Median Plantation			RHS			Total Number of Plants (LHS + Median + RHS)
	Length (Km)	No of Plants Per Km	Total No of Plants	Length (Km)	No of Plants Per Km	Total no of Plants	Length (Km)	No of Plants Per Km	Total No of Plants	
1st Row	19	333	6327	19	333	6327	19	333	6327	18981
2nd Row	19	166	3154	19	333	6327	19	166	3154	12635
<b>Total</b>			<b>9481</b>			<b>12654</b>			<b>9481</b>	<b>31616</b>

Number of plants to be planted on Left Hand Side (LHS) = 9481

Number of plants to be planted in median = 12654


Number of plants to be planted on Right Hand Side (RHS) = 9481

Total number of plants to be planted along the Road = 31616

1. Avenue Plantation = 18962

2. Median Plantation = 12654

**Total Plantation = 31616**

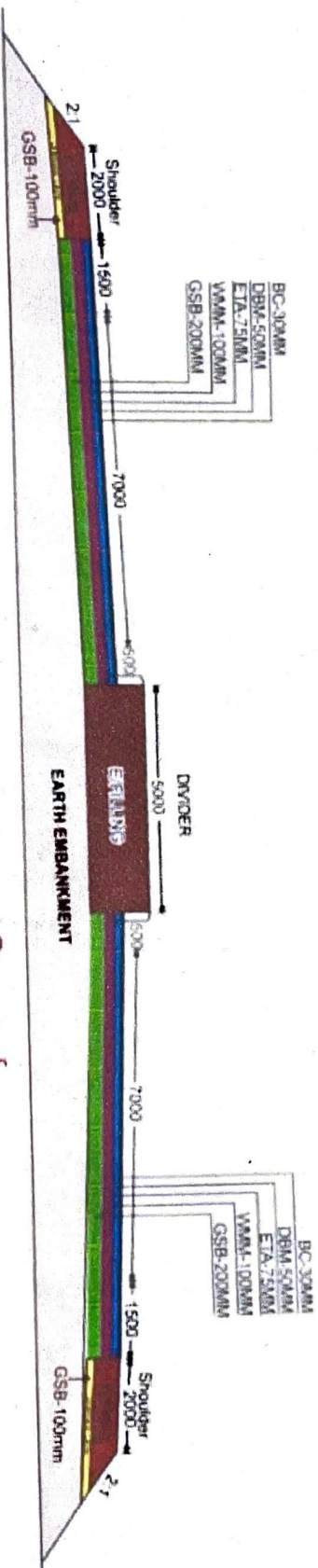
  
 04/07/2023  
 Assistant Engineer  
 Provincial Division, PWD, Saharanpur  
 सहायक प्रवीण खंडी  
 प्रांतीय खण्ड, लो० नि०  
 सहारनपुर।



# **TYPICAL X - SECTION OF D.Y. ROAD (709B) CHUNEHTI (CH-155.400) TO DEVALA (CH-170.200) FOUR LANE BYPASS AT SAHARANPUR**



**TOTAL CRUST - 455MM**



## **मूल परियोजना में प्रस्तावित कार्य**

- ❖ मिट्टी से तटबंध एवं पटरी निर्माण का कार्य।
- ❖ 200 एमएम मोटाई में जीएसबी एवं ड्रेनेज लेयर का कार्य।
- ❖ 100 एमएम मोटाई में डब्ल्यूएमएम का कार्य।
- ❖ 100 एमएम मोटाई में ईटीओ का कार्य।
- ❖ 50 एमएम मोटाई में डीबीएम का कार्य।
- ❖ 30 एमएम मोटाई में बीसी का कार्य।

*Pr* 04/07/2023

**प्रवीण गैडी**

सहायक अभियन्ता  
प्रान्तीय खण्ड, लो० नि० वि०  
सहारनपुर।