

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

रेल भवन, नई दिल्ली -110001

No. 2021/TC(FM)/18/23 -Part (I)

Rail Bhavan, New Delhi-110 001, Dated 07.07.2022

**The General Managers,**

- |   |  |
|---|--|
| 1. Central Railway, Mumbai              | 9. North Western Railway, Jaipur         |
| 2. Eastern Railway, Kolkata             | 10. Southern Railway, Chennai            |
| 3. East Central Railway, Hajipur        | 11. South Central Railway, Secunderabad  |
| 4. East Coast Railway, Bhubaneswar      | 12. South Eastern Railway, Kolkata       |
| 5. Northern Railway, New Delhi          | 13. South East Central Railway, Bilaspur |
| 6. North Central Railway, Prayagraj     | 14. South Western Railway, Hubli         |
| 7. North Eastern Railway, Gorakhpur     | 15. Western Railway, Mumbai              |
| 8. Northeast Frontier Railway, Maligaon | 16. West Central Railway, Jabalpur       |

Sub: **Standard Agreements for Gati Shakti Multi-Modal Cargo Terminals (GCTs)**

Ref: (i) Master Circular on "Gati Shakti Multi-Modal Cargo Terminal-2021" issued vide letter no. 2021/TC(FM)/18/23 dated 15.12.2021

(ii) Railway Board's letter no. 2021/TC(FM)/18/23 -Part (3) dated 07.03.2022.

The policy guidelines on "**Gati Shakti Multi-Modal Cargo Terminal (GCT)**" were issued under GCT Master Circular 2021 vide Railway Board's letter No. 2021/TC(FM)/18/23 dated 15.12.2021. As per provision contained in Para 18.1 of GCT Master Circular, an agreement for GCT shall be signed before the issue of commercial notification and operation of the GCT by Railway.

In this connection, standard agreement copies viz. **(i)** For GCT on Private Land and **(ii)** For GCT - entirely / partially on Railway Land, have been enclosed, duly vetted by legal directorate.

Accordingly, Zonal Railways may take immediate action for signing of Agreements in respect of GCTs that were initially notified on the basis of comprehensive notifications in terms of guidelines quoted vide Railway Board letter mentioned under ref-(ii) above.

Further, following instructions must be ensured while signing of Agreement-

- (i) It may be ensured whosoever executes the present Agreement for an on behalf of the President of India is authorized to do so and his name and designation is correctly mentioned in the opening Para as well as in the Signature Clause at the time of actual execution of the same.
- (ii) It may also be ensured that whosoever executes the present Agreement for an on behalf of the Second Party is authorized to do so and his name and designation is correctly mentioned in the opening Para as well as in the Signature Clause at the time of actual execution of the same.


  
  
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- (iii) In addition to this, the name and full address of the witnesses representing to the parties should also be mentioned in the Signature Clause at the time of execution of the document under reference.
- (iv) Blank spaces in the draft agreement, if any, should be filled with appropriate / proper wordings according to their requirements before actual execution of the same.

The Standard Agreements enclosed herewith are issued with the approval of Rates, Traffic Transportation, Mechanical Engineering, Civil Engineering, Land & Amenities and Legal Directorates and with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge receipt of this letter.

Enclosure/As Above

  
**Ashutosh Mishra**  
**Joint Director Freight Marketing**

No. 2021/TC(FM)/18/23 –Part (I)

New Delhi, Dated 07.07.2022

Copy forwarded for information to :

1. The PFAs, All Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Rail Bhawan.

  
**For Member (Finance)/Railway Board**

No. 2021/TC(FM)/18/23 –Part (I)

New Delhi, Dated 07.07.2022

1. The Principal Chief Operations Managers, All Indian Railways.
2. The Principal Chief Commercial Managers, All Indian Railways.
3. The Chief Traffic Planning Manager, All Indian Railways.
4. The Principal Chief Engineers, All Indian Railways.
5. The Chief Commercial Managers (FM), All Indian Railways.
6. Director General, RDSO, Manak Nagar, Lucknow.
7. Director, Indian Railways Institute of Transport Management (IRITM), Manak Nagar, Lucknow.
8. Director General, National Academy of Indian Railways, Vadodara.
9. The Managing Director/Chief Commercial Manager, Konkan Railway Corporation Ltd., Belapur Bhawan, Plot No. 6, Sector-11, CBD Belapur, Navi Mumbai – 400014.
10. Managing Director, CRIS, Chanakyapuri, Near National Rail Museum, New Delhi.
11. Managing Director, DFCCIL, Pragati Maidan, New Delhi

  
**Ashutosh Mishra**  
**Joint Director Freight Marketing**

No. 2021/TC(FM)/18/23 -Part (I) .

New Delhi, Dated 07.07.2022

1. Copy for kind information to:
2. OSD/MR and EDPG/MR for kind information of Hon'ble MR.
3. Chairman & CEO, Member (O&BD), Member (Finance), Member (Infra.), Member (T&RS), DG(RPF), and Secretary Railway Board, New Delhi.
4. AM(Traffic), AM(C), Adv (Infra), Adv. (Vig.), 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.



**Model Agreement for 'Gati-Shakti Rail Multi-modal Cargo Terminal' built entirely on private land'**

\_\_\_\_\_ **Railway**

This **Agreement** is made and executed at .....on this ..... Day of ....., 20.....

**BY AND BETWEEN**

**THE PRESIDENT OF INDIA** acting through (incorporate name and designation of the officer authorized under Article 299(1) of the Constitution) having its office at ..... (hereinafter referred to as "**The Railway Administration**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as ("**Applicant or GCTO**")\* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

WHEREAS The Applicant is desirous of having a Cargo Terminal laid by the Railway Administration at \_\_\_\_\_ from the \_\_\_\_\_ station yard of the \_\_\_\_\_ Railway taking off from Kilometer No. \_\_\_\_\_ between \_\_\_\_\_ station and \_\_\_\_\_ station of the Railway as shown in red and green on the plan bearing CE's No. \_\_\_\_\_ hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated at \_\_\_\_\_ District \_\_\_\_\_

AND WHEREAS the Railway Administration is willing to lay the said cargo terminal for the said Applicant upon and subject to the terms and conditions hereinafter set forth.

NOW, Therefore, this Agreement witnesseth as follows:

1. **Interpretation:** In these presents, unless the context otherwise requires, the following Words and Expressions have the meaning and shall be interpreted as specified, namely-

Words importing the singular number include the plural number and vice versa.

"Person" includes a firm or other association or body of individuals and a Company or other Corporate Body.

"Railway Administration" means and includes the General Manager for the time being of (name of Zonal Railway) Railway and any officer of the (name of Zonal Railway) Railway authorized by any such General Manager to deal with any matters, with which these presents are concerned.

"Applicant" means the person named as party hereto of the other part and includes in the case of a firm or other association or body of individuals, the individual person or persons for the time being and from time to time constituting the association or body and, In the case of a company, corporation or body corporate the Successor in business of interest, such company, corporation or body corporate for the time being.

  
  
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"Works" means the premises belonging to or occupied or used by the Applicant which are connected with the (name of the Zonal Railway) Railway system by the terminal herein before mentioned,

"Undertaking" includes all land, railway lines, works, buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or pertaining to the (name of the Zonal Railway) Railway system as now or hereafter constituted and all engines and rolling stock (whether belonging to the \_\_\_\_\_ Railway system or not) passing over such system.

"Cargo Terminal" Includes the Railway track connecting the Applicant's works with the Railway system, as hereinafter agreed to be constructed by the Railway Administration and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the Railway Administration at the Applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals interlocking and tele-communication equipment gates, buildings and other constructions, erections, works and movable property constructed / erected / made/ provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed / erected / made / provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the Railway Administration and land belonging to or occupied or used by the Applicant.

The Cargo Terminal shall cover only that portion of track network on which Railway rolling stock will ply. The network utilized by the Company/Party for their internal use shall not form part of the Cargo Terminal defined herein."

"Sub-grade Work" includes the construction of embankments, the making of cuttings and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and laying out of ballast and all other works necessary to permit the laying and construction of railway track of the terminal and generally all works which have to be abandoned, if the terminal be closed.

"Permanent Way Materials" includes girders, rails, sleepers, fastenings, points and crossings, fencings, signaling, interlocking and telecommunication equipment and over-head structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the terminal.

"Legal Representative" means any person who is competent to give the Railway Administration a valid discharge in respect of any money or property which may be payable or deliverable to the Applicant and shall include the executor and administrator of a deceased person, a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals, the certificated guardian if a minor's property, the committee of lunatic, the assignee or receiver of an insolvent's estate, the liquidator of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

\* **Note:** Forms Of Description Of The Applicant –

(Where a single person is the Applicant) "and A.B. (insert full name) of (insert address and occupation)"

(Where two or more persons are Joint Applicants), "and A.B. (insert full name) of (insert address and occupation) and C.D.: (insert full name) of (insert address and occupation)".



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(Where a single person trading under a different fee name is the Applicant) "and A.B. (Insert full name) of (insert address and occupation) carrying an business under the name or style of (insert name) at (if the business is carried on at a different address from the address already Inserted then insert such additional address)."

(Where a partnership firm is the Applicant and the names of the partner known), "and A.B. (Full name) and C.D. (full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm and address).

(Where a partnership firm is the applicant and the names of partners are not known), "and A &Co. (insert name or style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)."

(Where an incorporated Company is the Applicant), "A.B. &CO. Ltd. a company incorporated in (Insert country of incorporation (e.g. India, England or elsewhere, as the case may be) and having its registered office at (insert address)" (in the case of a company incorporated elsewhere than in India address) "and its principal office in India at (insert address)".

(Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A.B. (insert full name) for self and as Karta or managing member of the Joint family, governed by the Mitakshara School of Hindu Law, carrying on business under the name or style of (insert name under which the joint family business is carried on) at (Insert address) and C.D.E.F.G.H. etc. (insert full name) being the other adult members of the said Joint family.

## **2. Agreement To Construct Gati Shakti Multi-Modal Cargo Terminal (GCT) :**

Subject to the terms and conditions hereinafter contained, the Railway Administration shall at the cost and expense of the Applicant in all respects, construct fully on the land of the Applicant of the said Cargo Terminal, from \_\_\_\_\_ (length of terminal) Kilometers on \_\_\_\_\_ (name of portion) Branch as shown in red and green on the plan annexed hereto (bearing CE's No. \_\_\_\_\_) connecting the Applicant's work known as \_\_\_\_\_ situated at or near \_\_\_\_\_ in the District of \_\_\_\_\_ with the system at or near \_\_\_\_\_ on \_\_\_\_\_ Railway.

## **3. Capital Cost of GCT**

3.1 The Gati Shakti Cargo Terminal Operator (GCTO) shall bear the entire capital cost of new GCT from the take-off point onwards, as marked on the Engineering Scale Plan (ESP) at the serving station.

3.1.1 For the linear connectivity portion of GCT passing through the Railway land, including the land to be acquired by Railway for this purpose under para 17.2 of the Master Circular on Gati Shakti Multi-modal Cargo Terminal Policy dated 15.12.2021 (**hereinafter referred to as the policy**), GCTO shall provide only the minimum essential infrastructure of track, OHE and signalling equipment at the cost of GCTO (other assets not related to track, signalling, or OHE, if required, shall be constructed by Railway at its own cost). In case of any dispute, the decision of DRM shall be final in this regard.

3.1.2 The ownership of infrastructure including the track, signalling equipment and OHE created on Railway land under para 5.1.1 of the policy shall belong to Railway, even though the capital cost for these shall be borne by the GCTO.

   
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- 3.2 The capital cost for all common-user traffic facilities at the serving station (as marked on the ESP), including Signalling & Telecommunication works, modification and up-gradation to existing interlocking/ OHE, or electrification in future within the station limit up to take-off point, shall be borne by the Railway.
- 3.3 Maintenance and operation of assets created under para 5.2 of the policy (common-user traffic facilities) at the serving station including staff costs, shall be the responsibility of the Railway.
- 3.4 The capital expenditure required for augmenting or up-grading the facilities and infrastructure on the connectivity portion from take-off point onwards towards Terminal and within the premises of Terminal shall be borne by the GCTO.
- 3.5 The connectivity to GCTs shall normally take-off from the existing serving station. However, in case when it is operationally not feasible to provide a connection from an existing serving station, provision of a Block Hut/ Block station (between two existing stations) with required points & crossings may be considered, provided it is operationally feasible. This will be done on the request of GCTO.
- 3.5.1 In such cases, the entire capital cost of the new Block Hut/ Block station and related infrastructure shall be borne by the GCTO. However, this work will be executed by Railway, and ownership of the same shall remain with the Railway.
- 3.5.2 However, for new GCTs planned to load one million Tonne or more (outward traffic) per annum, the capital cost of new Block Hut/ Block station will be repaid to the GCTO by Railway.
- 3.5.2.1 The repayment of capital cost of the new Block Hut/ Block station will be made by Railway through 10% rebate on the outward traffic loaded at the Terminal, till such time the capital cost has been repaid to the GCTO. This 10% rebate shall be granted on the normal tariff rate (NTR) of the commodity.
- 3.5.2.2 The repayment of capital cost as mentioned in para 3.5.2.1 above will be done only if the Terminal achieves the target of loading one million Tonne per annum within two Calendar Years of commissioning (excluding the year of commissioning). For example, if a GCT commissioned during calendar year 2022 achieves one million Tonne loading during calendar year 2024, then the repayment of capital cost of new Block Hut/ Block station (through 10% rebate on outward traffic) shall start from 01st April 2025.
- 3.5.2.3 This repayment shall be made for the investment made by the GCTO on behalf of Railways. As such, this repayment through freight rebate shall be admissible over and above all other rebates that the GCTO may become eligible for in future.
- 3.5.2.4 This provision of repayment shall be applicable only for GCTs for which Agreement between RA and GCTO has not been entered into till the date of issue of this Policy. **Further, existing terminals migrating to GCT Policy shall not be eligible for this repayment.**

4. **Sub-Grade Work :**

The sub-grade work, culverts & bridges, drains, pitching & protection work and ballast supply shall be carried out at the cost and expense of the Applicant either by his own agency or by the Railway Administration on his request. When the works or part of them are carried out by the Applicant, the work shall conform to the Railway Administration's drawings and



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specifications and shall be executed under the supervision of Engineering staff of the Railway Administration or under the supervision of Approved Consultant.

## 5. Security of Assets

5.1 The responsibility of security of railway assets over Railway land shall be of Railways. However, the responsibility of security of railway assets outside Railway Land or on land licensed to GCTO shall be of GCTO.

5.1.1 In case of theft of any railway asset on non-Railway land, the maintenance of which is with Railway, the restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

5.1.2 In case of theft of OHE including OHE on non-Railway land, restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

## 6. Maintenance of Assets

6.1 Maintenance of assets on Railway land, including Track and Signalling Equipment installed on Railway land under para 5.1.1 of the policy, shall be done by Railway at its own cost.

6.2 Maintenance of OHE from the take-off point onward including inside the Terminal shall be done by Railway at its own cost – as this involves safety of men and equipment, and can also impact rail operations outside the Terminal boundary.

6.3 In addition to above, the maintenance of assets (track, bridges, signalling equipment, etc) on non-Railway land *outside the Terminal*, may also be done by Railway at its own cost if the GCTO transfers the ownership of these assets to Railway (the ownership of land on which such assets are created shall however continue to be with GCTO). Provided further, this provision shall be applicable only to those GCTs where freight tariff is charged on 'through distance basis.'

6.3.1 In case maintenance of assets, including Track and Signalling Equipment, is being handed over to Railways on migration to this policy by GCTO, the GCTO will ensure that the standards of track and signalling infrastructure being transferred to Railway is in accordance with the prescribed standards for GCTs, as decided by Railways (as per Annexure 'D' of the policy). If any up-gradation/ replacement/ renewal of any infrastructure is required, the GCTO shall bear the cost for the same.

6.3.2 In case of damages to the assets due to accident, etc, the replacement shall be done by Railway. However, if the responsibility of accident, after Enquiry (joint enquiry by representatives of Railway as well as GCTO), is fixed on the GCTO – the GCTO shall have to bear the cost of all the replacements. The decision of the Nodal Officer, i.e. DRM, in this regard shall be final.

6.3.3 In case the damage to assets is due to an external cause (floods, breaches, terrorist activity, etc), the cost of restoration shall be borne by the GCTO.

6.3.4 If the GCTO does not agree to transfer the ownership of assets (track, bridges, signalling equipment, OHE, etc) to Railway or freight tariff is not chargeable 'on through distance basis'; the maintenance of these assets – except OHE – shall continue to be the responsibility of GCTO.

6.3.4.1 Railway shall be entitled to conduct periodic inspections of such GCTs being maintained by the GCTO, for which Inspection Charges will be levied as per the prescribed norms.

   
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6.3.4.2 GCTO may also get the maintenance done through Railway for such Terminals, in which case Maintenance Charges shall also be levied as per the prescribed norms.

6.3.5 The maintenance of GCT yard, including loading/ unloading lines, shall be the sole responsibility of GCTO. Distribution of the responsibility of track has been explained in Schedule '3' of the policy.

6.3.6 At such GCTs, Railway shall maintain the signalling equipment till the line-clear/ receipt-despatch arrangement with serving station(s), at its own cost. Maintenance of signalling equipment internal to the Terminal shall be the sole responsibility of the GCTO.

6.4 The cost of all subsequent up-gradations (on account of change of technology, standards, etc) shall be borne by the GCTO.

6.5 Maintenance of all the infrastructure and equipment inside the GCT which are not to be accessed by Railways' rolling-stock, and maintenance of infrastructure required for loading/ unloading (tipplers, hoppers, etc) shall be the responsibility of GCTO.

## 7. Cost of Electrification

7.1 In case of new GCT, the entire cost of electrification of the Terminal and the connectivity portion between take off point and GCT, shall be borne by the GCTO.

7.2 While undertaking electrification of main line and serving station by Railways, the electrification of the existing GCT(s) including the rail-line connecting the Terminal(s) shall be undertaken at the Railway's cost.

## 8. Handling of Wagons in GCTs:

8.1 If any damage and deficiencies is caused to railway wagons due to the fault of the GCTO, the damage and deficiency charges shall be raised by Railway and paid by the GCTO as per the extant rules of Railways.

8.2 All tipplers and bulk handling systems used for loading/unloading of Railway wagons shall be provided and commissioned by GCTO at its own cost in accordance with the RDSO's approved specifications. This provision shall however not be applicable on the systems/ equipment installed by GCTO which are not to be used for handling Railway wagons (such as conveyor-belts, JCBs, excavators, etc).

8.2.1 GCTO shall ensure that tipplers, bulk handling systems, and mechanized equipment are operated only by the qualified and experienced staff under adequate supervision.

8.2.2 Such equipment shall be regularly maintained and replaced at the end of their codal life by GCTO at its own cost.

8.2.3 In case of any accident/ derailment inside the Terminal or outside the Terminal up to serving station, Railway will provide Accident Relief Train (ART) initially free of cost. Provided further, if the responsibility of accident/ derailment after enquiry is fixed on the GCTO, ART Charges shall be payable by GCTO as prescribed by Railway from time to time. The due Charges will be deducted from the future payments by Railway to GCTO. However, in case no regular payments are being made by Railway to GCTO, on demand from Railway, the GCTO shall pay ART Charges to Railway without any delay.

8.2.4 The accident enquiry as mentioned in para 9.2.3 above shall be conducted jointly by the representatives of Railway and GCTO to be nominated by DRM and

   
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GCTO respectively. The accepting authority of Enquiry Report shall be DRM, whose decision shall be final and binding on GCTO.

**9. C&W Maintenance Facilities**

- 9.1 Normally C&W facilities shall not be constructed at GCTs.
- 9.2 However, if C&W facilities are operationally required at any GCT as per the extant instructions, only one-time capital cost for setting-up these facilities shall be borne by the GCTO. Operational costs, including staff cost and material cost (for Railway-owned stock), shall however be borne by the Railway.
- 9.3 For GCTs dealing with POL and other hazardous material, specialized facilities inside the Terminal as well as in Railway yard (if required) shall be developed by the GCTO at its own cost, and shall be maintained by GCTO to ensure that no untoward incident/ accident takes place at such facilities.

**10. Authorized Users**

- 10.1 GCTO shall inform Railway about the authorized rail users of the GCT before notification, so that they may be incorporated in the TMS module of FOIS.
- 10.2 If the GCTO desires to add more rail users subsequently, GCTO shall inform Railway at least seven (07) working days in advance, to enable incorporation of such rail users in FOIS.

**11. Commodities Permitted**

- 11.1 Unless otherwise specified by Indian Railway, a GCT shall be permitted to book and handle all traffic – including coal and coke, which shall be as per the guidelines of ‘preferential traffic schedule’ issued by Ministry of Railways from time to time.

**12. Engine-on-Load (EOL) Scheme**

- 12.1 All new GCTs shall be set up on ‘charging on through distance basis,’ as per the instructions contained in Rates Master Circular on ‘Freight on Through Distance Basis issued on 24.09.2014 (Annexure ‘A’ of the policy), as modified from time to time.
- 12.2 All new GCTs charged on through distance basis shall be governed by the Engine-on-Load policy (FM Circular No.05 of 2013 dated 07.03.2013), as modified from time-to-time.
  - 12.2.1 Railway may permit commissioning of a new GCT on non-EOL basis with the approval of DRM, if Engine-on-Load scheme is not operationally feasible.

**13. Charging of Commercial Staff**

- 13.1 No cost of commercial staff will be charged from the GCTO w.e.f the date of issue of this policy. However, for existing Terminals (*where PFT/ Private Siding Agreement has already entered into between RA and operator before the issue of this Policy*) where cost of commercial staff has already been deposited by the GCTO, there shall be no refund. Further, dues of commercial staff cost pending, if any, as on the date of issue of this policy shall be payable by GCTO.

**14. Provision of Weighbridge**

- 14.1 All GCTs planning to deal with outward cargo (loading) shall have a provision of Electronic In-motion Weighbridge (EIMWB) at a suitable location inside the Terminal. The EIMWB shall comply with OIML (International Organization of Legal Metrology)

   
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document (available at [https://www.oiml.org/en/files/pdf\\_r/r106-2-e12.pdf](https://www.oiml.org/en/files/pdf_r/r106-2-e12.pdf)) and the latest RDSO specifications.

- 14.1.1 Provision of EIMWB shall not be essential for GCTs dealing with inward cargo (unloading) only.
- 14.1.2 If a GCT without an EIMWB plans to start loading, the GCTO shall make arrangement for provision of an EIMWB as per the provisions of the Policy. DRM, in consultation with CFTM of the Railway, may, however permit loading at a GCT (if operationally feasible) – by nominating an alternative Railway weighbridge for weighment of rakes, awaiting installation of EIMWB, for a period of up to six months at a time from the date of start of such loading, duly recording the reasons for the same.
- 14.2 GCTO shall bear the cost of procurement (inclusive of the requisite warranty and a post-warranty comprehensive Annual Maintenance Contract (AMC) till the end of codal life), installation, and replacement of the EIMWB at the end of its codal life. GCTO shall also bear the cost of weighbridge house, weighbridge siding, and related infrastructure.
- 14.3 GCTO shall get the weighbridge certified by the Weights & Measures department of the state government, and shall comply with all the applicable statutory and legal requirements.
  - 14.3.1 The weighbridge, after testing and certification by the Weights and Measures department of the state government, shall be sealed by their personnel in presence of GCTO's and Railway's representatives. This seal shall be broken, if required, only in the presence of the personnel of Weights and Measures department and Railway's representative.
- 14.4 GCTO shall bear the cost of manpower to operate the EIMWB, and the cost for its linking with FOIS.
- 14.5 RR will be issued on the basis of weighment within a GCT as per the extant instructions provided vide Rates Master Circular/Weighment/2019/0 dated 25.07.2019 and other applicable instructions of Railways (Annexure 'B' of the policy), as modified from time to time.
- 14.6 No extra free-time will be provided for weighment at an EIMWB inside a GCT.
- 14.7 Railway Administration reserves the right to conduct periodic and/or surprise inspections of the operation, functioning and calibration of EIMWB.
- 14.8 For the purpose of mandatory testing of EIMWB, test-wagons shall be provided by Railway on payment of Haulage Charges. These Haulage Charges shall be levied for the actual distance travelled or 100 km, whichever is less.
  - 14.8.1 In cases where there is more than one weighbridge located within a GCT, the Haulage Charges as per para 14.8 above shall be levied for the 'first weighbridge,' and shall be levied @25% of the charges for the 'first weighbridge' for other weighbridges inside the Terminal.
  - 14.8.2 For random surprise testing by Railway, test-wagons will be provided for without levying Haulage Charges or any other charges.
  - 14.8.3 Railway shall try to ensure availability of 'test wagon-sets' in the vicinity of all GCTs, so that there is no delay in arranging these wagons for testing.
- 14.9 If any overloading is detected in the outward traffic the same will have to be unloaded/re-adjusted at the Terminal itself – for which no extra free-time will be provided.
- 14.10 Whenever the EIMWB goes out of order, it shall be put right by the GCTO within three days, failing which a penalty of Rs 4,000/- per day or part thereof for the next ten days, and Rs 8,000/- per day or part thereof thereafter, shall be imposed.
- 14.11 Under exceptional circumstances, if it becomes essential to install the EIMWB of a GCT either partially or wholly on Railway land not licensed to GCTO (on account of operational and technical constraints), permission for the same may be given by the

  
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DRM. Location of such an EIMWB shall be decided by Sr.DOM, in consultation with Sr.DCM, Sr.DEN & Sr.DME.

- 14.11.1 All terms and conditions applicable on EIMWB inside a GCT shall also be applicable on an EIMWB installed by GCTO on such land. However, Railway will be the executing agency for installation, operation, and maintenance of such EIMWBs.
- 14.11.2 Cost of the comprehensive AMC and manpower to operate such EIMWB shall be borne by the GCTO.
- 14.11.3 Railway will be free to weigh rakes other than those of the concerned GCT at such EIMWB.
- 14.12 Railway may permit weight-o-meter/ pre-weighbin system of weighment in GCT on case-to-case basis, on the joint recommendation of PCOM, PCME, PCE & PCCM and with the personal approval of the General Manager, keeping in view the requirement and to avoid any manipulation of weighment data.
  - 14.12.1 Such equipment shall be certified by Weights & Measures department, and should also meet all extant statutory provisions and policy guidelines.
  - 14.12.2 The system should have proper locking/ sealing arrangement to avoid any tampering with the system including software. The 'admin' control should rest with the Railways.
  - 14.12.3 One-to-one correspondence between Weight-o-meter discharge and corresponding wagon shall be maintained by GCTO.
  - 14.12.4 A procedure order for normal operations covering precautions to be taken to ensure that wagons are empty before loading and periodical test weighing of this system shall be maintained by GCTO.
  - 14.12.5 The system should have interface with FOIS to avoid any error in data capture during transmission.
- 14.13 GCTO may also be permitted to install an alternative means of weighment of wagons, which should have accuracy level at least equal to that of EIMWB and should ensure weighment within the time taken by EIMWB.
  - 14.13.1 GCTO shall submit request for such alternative means of weighment, along with all the necessary documents, which may be permitted by Railway on case-to-case basis, on the joint recommendation of PCOM, PCME, PCE & PCCM and with the personal approval of the General Manager.
  - 14.13.2 GCTO shall be responsible for getting the proposed means of weighment of wagons certified by Legal Metrology/ Weights & Measures department, and also for ensuring its proper upkeep and maintenance at its own cost.

## 15. **Installation of FOIS and TMS**

- 15.1 FOIS and TMS with limited access as prescribed by Indian Railways shall be installed at the GCT – at the cost of GCTO. All RRs will be prepared through TMS. Complete maintenance of FOIS and TMS will be done by Railway at its own cost.
  - 15.1.1 Cost of replacement of FOIS and TMS equipment, at the end of their codal life, shall be borne by the GCTO.

## 16. **General Conditions**

- 16.1 Applicant/ GCTO will be solely responsible for – (a) arranging/ acquiring/ ownership/ lease/ licensing of non-Railway land for the development of GCT; (b) all statutory and non-statutory clearances from other government departments and statutory bodies; and (c) payment of all charges, taxes/ GST, surcharges, cess, levies, etc, related to transportation and handling of cargo.
- 16.2 For GCTs being developed entirely on non-Railway land, the portion of land required for linear connectivity of GCT with the serving Railway station may be acquired by Railway Administration on the specific request of applicant/ GCTO and at the cost of

   
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- the applicant/GCTO, under the 'Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013'/'The Railway Act, 1989'.
- 16.2.1 An estimate of the cost of the land, prepared by Railway Administration in consultation with the Land Acquisition Officer, will be presented to the applicant, who shall deposit the amount before any further action is initiated for the acquisition of land. The applicant shall also agree to pay on demand such excess cost, if any, as may be incurred for the acquisition of this land.
- 16.2.1.1 The applicant shall also agree to compensate Railway if any extra cost is incurred by Railway arising out of such acquisition, even after commissioning of the Terminal.
- 16.2.2 Ownership of the land so acquired will vest with Railway, and the applicant for the Terminal shall have no right or claim thereto.
- 16.2.3 The entire cost of Railway infrastructure to be developed on such portion of acquired land will be borne by the GCTO, however the ownership of assets so created on such land will rest with Railway. Railway will reserve the right to grant connectivity to other Gati Shakti Cargo Terminal(s) taking off from the track passing over this land.
- 16.3 Unless otherwise mentioned in this policy, all 'Commercial and Operating rules' as applicable for a goods-shed for booking, supply and delivery of goods shall be applicable at GCTs.
- 16.4 The GCTO shall be responsible for clearance of all Railway dues, including demurrage charges, accrued within the GCT. For the sake of clarity, it is explicitly mentioned that demurrage charges will be borne by the GCTO for demurrage occurring on its own private land or occurring on railway land licensed to the GCTO.
- 16.5 The cost of electricity/ diesel consumed by Railway locomotives shall be borne by Railway.
- 16.6 The GCTO shall provide at his own cost the level-crossings and ROB/ RUB/ LHSs for safe passage of trains as well as road vehicles, as per requirement and prescribed norms.
- 16.6.1 All level-crossings have to be provided with requisite infrastructure (gate-post, gate-lodge, etc) and have to be manned by GCTO at its own cost.
- 16.6.1.1 If the level-crossing becomes due for interlocking, the cost of interlocking shall be borne by the GCTO.
- 16.6.2 Maintenance of level-crossings falling on the track being maintained by Railway shall be done by Railway at its own cost; while maintenance of level-crossings falling on the track being maintained by the GCTO shall be done by GCTO (as illustrated in Section III of Schedule '3').
- 16.7 Railway shall reserve the right to grant connectivity to another GCT(s) from the portion of track on Railway land as well as from the portion of track which is being maintained (and assets are owned) by Railway. For the sake of clarity, Railway may permit connectivity to another Terminal from the connectivity portion of a Terminal – (i) on Railway land where the assets are owned and maintained by Railway; and (ii) on non-Railway land where the ownership of assets has been transferred to Railway by the GCTO, and the assets are maintained by Railway though the land is owned by the GCTO. This provision shall be applicable on non-Railway land for all new GCTs, as well as on existing Terminals who decide to migrate to this Policy and transfer the ownership of assets on their land to Railway.
- 16.8 The Railway land to be used for providing connectivity to a GCT (on non-Railway land) shall not be licensed to the GCTO. This land shall remain in the possession and control of Railway, and the infrastructure (track, signalling equipment, and OHE) developed on this land, though funded and constructed by the GCTO, shall also be owned by Railway – as per the provisions of para 5.1.2 & 5.1.3 of the Policy.

  
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- 16.9 For GCTs developed entirely on non-Railway land, Railway will levy Terminal Charges for each rake handled (as per the applicable guidelines), which will be reimbursed to the GCTO.
- 16.10 No Terminal Charges shall be levied on cargo for which GCTO himself is the consignor and/or the consignee.
- 16.11 No Terminal Access Charges will be levied for rakes of privately-owned wagons when handled at GCTs built entirely on non-Railway land.

## 17. **Dispute Resolution**

- 17.1 In case of any dispute arising in the interpretation of the Policy, the decision of DRM will be final and binding.
- 17.2 Conciliation: All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT shall be referred by the GCTO to Railway Administration through 'Notice of Dispute.' RA shall, within 30 days after receipt of the 'Notice of Dispute,' notify the name of conciliator(s) to the GCTO. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by Railway's representative (Sr.DCM), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by Ministry of Railways time to time, which shall be shared equally by the parties. For other issues related with Conciliation, terms and conditions defined under Indian Railways General Conditions of Contract 2020 may be followed.
- 17.2.1 The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 17.2.2 The conciliation shall be carried out as per "The Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof" and the proceedings shall be terminated as per Section 76 of the above Act.
- 17.3 Arbitration: If the dispute is not settled through Conciliation (as mentioned in para 17.2), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions available for arbitration in Indian Railways General Conditions of Contract 2020 for works contracts, as amended from time to time.
- 17.4 Governing Law & Jurisdiction: This 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 Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

## 18. **Termination of the Agreement**

- 18.1 Subject to the provisions in the Agreement, Railway Administration may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity committed by the GCTO. This may include any grave breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act,

   
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1989, or commission of an unlawful act which is not in-line with Good Industry Practices.

- 18.2 Before terminating the Agreement, RA shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by Sr.DCM with the approval of DRM. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by Sr.DCM to GCTO. No termination payment shall be made by RA to the GCTO.

18.2.1 If the GCTO submits a reply within 180 days, RA will take further course of action on the merit of the case.



- 18.3 The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to the Railway Administration in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to Railway as laid down in this policy, or for any other reason internal to the GCTO. No termination payment shall be asked by Railway from GCTO.

- 18.4 Any dispute arising out of this Agreement will be resolved through the Dispute Resolution Mechanism as prescribed under Para 17 above.

**19. Power To Stop Traffic And To Terminate Agreement In Certain Events:**

*The Railway Administration shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the Terminal or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events:*

- 19.1 *In the event of the Applicant failing to deposit within the time fixed for the purpose any sum of sums required to be deposited under the provision of these presents or according to any direction of the Railway Administration.*
- 19.2 *In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other charges payable to the Railway administration in respect of the terminal or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written-demand for payment.*
- 19.3 *In the events of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which in the opinion of the Railway administration may endanger the working and safety of the terminal within such time as shall be fixed by the Railways Administration for the purpose.*
- 19.4 *In the events of the Applicant ceasing for a consecutive period of 3 (three) months to use the terminal or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.*
- 19.5 *In the event of the Applicant contravening the provision of Clause 15 hereof.*
- 19.6 *In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.*
- 19.7 *In the event of the terminal becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.*
- 19.8 *In the event of any branch line, terminal or part or extension thereof, connecting the terminal or any part or extension thereof with the Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line, terminal part or extension shall belong to the Applicant or to any third person.*

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- 19.9 *In the event of any branch line, terminal or any part or extension thereof connecting the terminal or any part or extension thereof with the Railway system, being closed by the Railway Administration under any powers which the Railway Administration may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.*

*The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration to allow their rolling stock to go on or be used upon the terminal or any connected Terminal or branch line in any of the aforesaid events.*

*Provided always that on the happening of any of the events mentioned in sub-Clauses 21.1, 21.2, 21.4, 21.5, 21.6, the Railway Administration shall not exercise the power conferred upon it by this Clause unless 14 (Fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition as the case may be, of the Railway Administration and the Applicant has failed to comply with the Same within the time specified in such notice.*

*No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.*

**20. Termination of Agreement on Death. Insolvency etc. :**

*This agreement may be determined by the Railway Administration without prior notice at any time after the happening of any of the following events:*

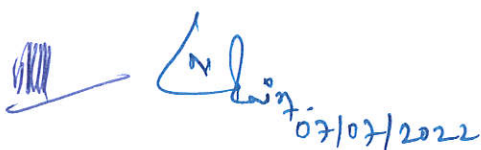
- 20.1 *In the event of the death of the Applicant, if he is an individual person.*
- 20.2 *In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School of Hindu Law.*
- 20.3 *In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.*
- 20.4 *In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.*
- 20.5 *In the event of Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.*
- 20.6 *In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.*
- 20.7 *In the event of the Applicant contravening the provision of Clause 21 hereof.*

**21. Agreement To Bind Applicant Until Terminated By The Railway Administration**

- 21.1 *Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Railway Administration has agreed to enter into a Cargo Terminal Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided in Clause 21 hereof, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's work*

*(i) Provided that the Applicant may by giving 6 (six) months' notice to the Railway Administration, discontinue the use of the terminal. In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall binding on him.*

*(ii) Provided further that the Railway Administration has the right without assigning any reason to terminate this Agreement on 6 (six) months' notice.*

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**22. Right To Charge Interest On Money Due Hereunder To The Railway Administration:**

Notwithstanding anything contained in the foregoing Clauses of this Agreement, the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the railway Administration.

**23. Right Of Deduction Of Money Due To The Railway Administration**

The Railway Administration shall have the right to deduct from any amount which may become payable by the Railway Administration to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the Railway Administration under these presents or for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the terminal.

**24. Service Of Notices On Applicant:**

The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.

**25. Exercise Of Powers :**

Subject as otherwise provided in this agreement, 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 Railway Administration; the agreement signing authority or his authorized representative.



**26. Alteration / Variation Of The Agreement:**

Except as hereby provided any verbal or written arrangement or abandoning, varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway administration shall have the right to repudiate such arrangement.

**27. Applicant Not To Transfer Rights ;**

27.1 The Applicant shall not be entitled to assign or transfer or subject or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment transfer or subletting or permission shall be void and of no effect. Provided also that in the event of any other person being permitted by the Railway Administration to use the terminal on the Applicant's request or otherwise, the Applicant shall remain responsible to the Railway Administration for all the charges and obligations under this Agreement.

27.2 Provided, however, that if the Applicant shall desire to transfer the Applicant's Works to any person or if the applicant being a Company shall go into liquidation and such intended transferee or the liquidator of the Company shall desire the use and benefit of the terminal than subject to the under mentioned conditions being complied with the Railway Administration may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after the commencement of the liquidation as the case may be and after production by the transferee of the registered Deed of Transfer of the Applicant's Works pr after proof by the liquidator of this intension to carry on the Company's business for the purpose of

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*the liquidation proceedings, allow the transferee or liquidator the use and benefit of the terminal. The conditions above mentioned are the following:*

- (i) That the liquidator shall be approved by the Railway Administration, but such approval will not unreasonably withheld.*
- (ii) That the liquidator shall duly sign and register a Cargo Terminal Agreement in the same form as these presents so far as then applicable or in such other form as the Railway Administration may then require.*
- (iii) That the applicant, Railway Administration and transferee shall duly execute an agreement of assignment as may be prescribed by the Railway Administration.*

**28. Cost of Execution Of Agreement:**

*All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the TO/Applicant. "Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.*

**29. Agreement period**

The period of Agreement for operation of Gati-shakti Rail Cargo Terminals shall be for a maximum period of 35 years, which can be renewed further according to the rules and procedures applicable at the time of renewal.

**30. Agreement In Force From :**

The agreement shall be deemed to have come into force on and from.....

**31. Head Notes :**

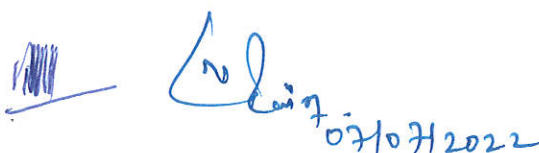
The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

In WITNESS WHEREOF, the parties to these presents have set and subscribed their respective hands and seals hereunto on the day and year first above written.

For and on behalf of  
THE PRESIDENT OF INDIA (First Party)  
SIGNED, SEALED AND DELIVERED BY

Name : .....  
Designation ..... (Sr. Divl. Commercial Manager)  
Address : .....  
(Authorized Signatory)

.....(Second Party)  
(SIGNED, SEALED AND DELIVERED by

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Name : .....  
Designation : .....  
Address : .....

In the present of Witness

1.



2.

Dated the \_\_\_\_ Day of ~ \_\_\_\_ 20\_\_

**Cargo Terminal Agreement-**

Reg. No.: \_\_\_\_\_ For \_\_\_\_\_ Terminal

At Kilometre: \_\_\_\_\_ Between Stations \_\_\_\_\_ and \_\_\_\_\_

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**Model Agreement for Gati Shakti Multi-modal Cargo Terminal (fully/partially) on Railway Land**

**\_\_\_\_\_ Railway  
'Gati-Shakti Rail Multi-modal Cargo Terminal' Agreement**

This **Agreement** is made and executed at .....on this ..... Day of ....., 20.....

**BY AND BETWEEN**

**THE PRESIDENT OF INDIA** acting through (incorporate name and designation of the officer authorized under Article 299(1) of the Constitution) having its office at ..... (hereinafter referred to as "**The Railway Administration**") which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as ("**Applicant or GCTO**")\* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

WHEREAS The Applicant is desirous of having a Cargo Terminal laid by the Railway Administration at \_\_\_\_\_ from the \_\_\_\_\_ station yard of the \_\_\_\_\_ Railway taking off from ;Kilometer No. \_\_\_\_\_ between \_\_\_\_\_ station and \_\_\_\_\_ station of the Railway as shown in red and green on the plan bearing CE's No. \_\_\_\_\_ hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated at \_\_\_\_\_ District \_\_\_\_\_

AND WHEREAS the Railway Administration is willing to lay the said cargo terminal for the said Applicant upon and subject to the terms and conditions hereinafter set forth.

NOW, Therefore, this Agreement witnesseth as follows:

1. **Interpretation:** In these presents, unless the context otherwise requires, the following Words and Expressions have the meaning and shall be interpreted as specified, namely-

Words importing the singular number include the plural number and vice versa.

"Person" includes a firm or other association or body of individuals and a Company or other Corporate Body.

"The Railway Administration" means and includes the General Manager for the time being of (name of Zonal Railway) Railway and any officer of the (name of Zonal Railway) Railway authorized by any such General Manager to deal with any matters, with which these presents are concerned.

"The Applicant" means the person named as party hereto of the other part and includes in the case of a firm or other association or body of individuals, the individual person or persons for the time being and from time to time constituting the association or body and, In the case of a company, corporation or body corporate the Successor in business of interest, such company, corporation or body corporate for the time being.

   
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"Works" means the premises belonging to or occupied or used by the Applicant which are connected with the (name of the Zonal Railway) Railway system by the terminal herein before mentioned,

"Undertaking" includes all land, railway lines, works, buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or pertaining to the (name of the Zonal Railway) Railway system as now or hereafter constituted and all engines and rolling stock (whether belonging to the \_\_\_\_\_ Railway system or not) passing over such system.

"Terminal" Includes the Railway track connecting the Applicant's works with the Railway system, as hereinafter agreed to be constructed by the Railway Administration and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the Railway Administration at the Applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals interlocking and tele-communication equipment gates, buildings and other constructions, erections, works and movable property constructed / erected / made/ provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed / erected / made / provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the Railway Administration and land belonging to or occupied or used by the Applicant.

The Cargo Terminal shall cover only that portion of track network on which Railway rolling stock will ply. The network utilized by the Company/Party for their internal use shall not form part of the Cargo Terminal defined herein."

"Sub-grade Work" includes the construction of embankments, the making of cuttings and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and laying out of ballast and all other works necessary to permit the laying and construction of railway track of the terminal and generally all works which have to be abandoned, if the terminal be closed.

"Permanent Way Materials" includes girders, rails, sleepers, fastenings, points and crossings, fencings, signaling, interlocking and telecommunication equipment and over-head structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the terminal.

"Legal Representative" means any person who is competent to give the Railway Administration a valid discharge in respect of any money or property which may be payable or deliverable to the Applicant and shall include the executor and administrator of a deceased person, a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals, the certificated guardian if a minor's property, the committee of lunatic, the assignee or receiver of an insolvent's estate, the liquidator of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

Meaning of other key terms not mentioned above, shall be same as given in para 2 (Definitions) of the Gati Shakti Multi-modal Cargo Terminal Policy issued vide Freight Marketing Master Circular/2021 dated 15.12.2021.

\* **Note:** Forms Of Description Of The Applicant –

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(Where a single person is the Applicant) "and A.B. (insert full name) of (insert address and occupation)"

(Where two or more persons are Joint Applicants), "and A.B. (insert full name) of (insert address and occupation) and C.D.: (insert full name) of (insert address and occupation)".

(Where a single person trading under a different fee name is the Applicant) "and A.B. (Insert full name) of (insert address and occupation) carrying an business under the name or style of (insert name) at (if the business is carried on at a different address from the address already Inserted then insert such additional address)."

(Where a partnership firm is the Applicant and the names of the partner known), "and A.B. (Full name) and C.D. (full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm and address).

(Where a partnership firm is the applicant and the names of partners are not known), "and A &Co. (insert name or style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)."

(Where an incorporated Company is the Applicant), "A.B. &CO. Ltd. a company incorporated in (Insert country of incorporation (e.g. India, England or elsewhere, as the case may be) and having its registered office at (insert address)" (in the case of a company incorporated elsewhere than in India address) "and its principal office in India at (insert address)".

(Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A.B. (insert full name) for self and as Karta or managing member of the Joint family, governed by the Mitakshara School of Hindu Law, carrying on business under the name or style of (insert name under which the joint family business is carried on) at (Insert address) and C.D.E.F.G.H. etc. (insert full name) being the other adult members of the said Joint family.


## **2. Agreement To Construct Gati Shakti Multi-Modal Cargo Terminal (GCT) :**

Subject to the terms and conditions hereinafter contained, the Railway Administration shall at the cost and expense of the Applicant in all respects, construct partly or fully on the land of the Railway Administration and partly or fully on the land of the Applicant of the said Cargo Terminal, from \_\_\_\_\_ (length of terminal) Kilometers on \_\_\_\_\_ (name of portion) Branch as shown in red and green on the plan annexed hereto (bearing CE's No. \_\_\_\_\_) connecting the Applicant's work known as \_\_\_\_\_ situated at or near \_\_\_\_\_ in the District of \_\_\_\_\_ with the system at or near \_\_\_\_\_ on \_\_\_\_\_ Railway.

3. Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2 of the Gati Shakti Multi-modal Cargo Terminal Policy issued vide Freight Marketing Master Circular/2021 dated 15.12.2021) will be licensed to GCTO – for which modalities of calculating and levying land license fee shall be as per extant rules/Board's circular on land licensing (2005/LML/18/8 dated 10.02.2005 and 08.6.2005), as amended from time to time.



3.1 A separate Land Licensing Agreement shall be executed between the Railway administration and the GCTO as per Annexure

## **4. Capital Cost of GCT**

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- 4.1 The GCTO shall bear the entire capital cost of new GCT from the take-off point onwards, as marked on the Engineering Scale Plan (ESP) at the serving station.
- 4.1.1 For the linear connectivity portion of GCT passing through the Railway land, GCTO shall provide only the minimum essential infrastructure of track, OHE and signalling equipment at the cost of GCTO (other assets not related to track, signalling, or OHE, if required, shall be constructed by Railway at its own cost). In case of any dispute, the decision of DRM shall be final in this regard.
- 4.1.2 The ownership of infrastructure including the track, signalling equipment and OHE created on Railway land under para 5.1.1 of Master Circular on Gati Shakti Multi-modal Cargo Terminal Policy dated 15.12.2021 (**hereinafter referred to as the policy**) shall belong to Railway, even though the capital cost for these shall be borne by the GCTO.
- 4.2 The capital cost for all common-user traffic facilities at the serving station (as marked on the ESP), including Signalling & Telecommunication works, modification and up-gradation to existing interlocking/ OHE, or electrification in future within the station limit up to take-off point, shall be borne by the Railway.
- 4.3 Maintenance and operation of assets created under para 5.2 of the policy (common-user traffic facilities) at the serving station including staff costs, shall be the responsibility of the Railway.
- 4.4 The capital expenditure required for augmenting or up-grading the facilities and infrastructure on the connectivity portion from take-off point onwards towards Terminal and within the premises of Terminal shall be borne by the GCTO.
- 4.5 The connectivity to GCTs shall normally take-off from the existing serving station. However, in case when it is operationally not feasible to provide a connection from an existing serving station, provision of a Block Hut/ Block station (between two existing stations) with required points & crossings may be considered, provided it is operationally feasible. This will be done on the request of GCTO.
- 4.5.1 In such cases, the entire capital cost of the new Block Hut/ Block station and related infrastructure shall be borne by the GCTO. However, this work will be executed by Railway, and ownership of the same shall remain with the Railway.
- 4.5.2 However, for new GCTs planned to load one million Tonne or more (outward traffic) per annum, the capital cost of new Block Hut/ Block station will be repaid to the GCTO by Railway.
- 4.5.2.1 The repayment of capital cost of the new Block Hut/ Block station will be made by Railway through 10% rebate on the outward traffic loaded at the Terminal, till such time the capital cost has been repaid to the GCTO. This 10% rebate shall be granted on the normal tariff rate (NTR) of the commodity.
- 4.5.2.2 The repayment of capital cost as mentioned in para 4.5.2.1 above will be done only if the Terminal achieves the target of loading one million Tonne per annum within two Calendar Years of commissioning (excluding the year of commissioning). For example, if a GCT commissioned during calendar year 2022 achieves one million Tonne loading during calendar year 2024, then the repayment of capital cost of new Block Hut/ Block station (through 10% rebate on outward traffic) shall start from 01<sup>st</sup> April 2025.

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- 4.5.2.3 This repayment shall be made for the investment made by the GCTO on behalf of Railways. As such, this repayment through freight rebate shall be admissible over and above all other rebates that the GCTO may become eligible for in future.
- 4.5.2.4 This provision of repayment shall be applicable only for GCTs for which Agreement between RA and GCTO has not been entered into till the date of issue of this Policy.

5. **Sub-Grade Work :**

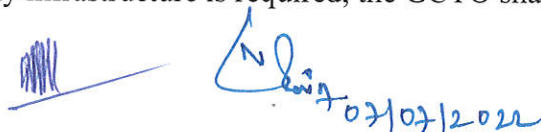
The sub-grade work, culverts & bridges, drains, pitching & protection work and ballast supply shall be carried out at the cost and expense of the Applicant either by his own agency or by the Railway Administration on his request. When the works or part of them are carried out by the Applicant, the work shall conform to the Railway Administration's drawings and specifications and shall be executed under the supervision of Engineering staff of the Railway Administration or under the supervision of Approved Consultant.

6. **Security of Assets**

- 6.1 The responsibility of security of railway assets over Railway land shall be of Railways. However, the responsibility of security of railway assets outside Railway Land or on land licensed to GCTO shall be of GCTO.
- 6.1.1 In case of theft of any railway asset on non-Railway land or railway land licensed to GCTO, the maintenance of which is with Railway, the restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.
- 6.1.2 In case of theft of OHE including OHE on non-Railway land or railway land licensed to GCTO, restoration shall be done by Railway but the cost of such restoration shall be borne by the GCTO.

7. **Maintenance of Assets**

- 7.1 Maintenance of assets on Railway land (excluding the Railway land licensed to GCTO), including Track and Signalling Equipment installed on Railway land under para 5.1.1 of the policy, shall be done by Railway at its own cost.
- 7.2 Maintenance of OHE from the take-off point onward including inside the Terminal shall be done by Railway at its own cost – as this involves safety of men and equipment, and can also impact rail operations outside the Terminal boundary.
- 7.3 In addition to above, the maintenance of assets (track, bridges, signalling equipment, etc) on non-Railway land including the land licensed to GCTO, ***outside the Terminal***, may also be done by Railway at its own cost if the GCTO transfers the ownership of these assets to Railway (the ownership of land on which such assets are created shall however continue to be with GCTO). Provided further, this provision shall be applicable only to those GCTs where freight tariff is charged on 'through distance basis.'
- 7.3.1 In case maintenance of assets, including Track and Signalling Equipment, is being handed over to Railways on migration to this policy by GCTO, the GCTO will ensure that the standards of track and signalling infrastructure being transferred to Railway is in accordance with the prescribed standards for GCTs, as decided by Railways (Annexure 'D' of the policy). If any up-gradation/ replacement/ renewal of any infrastructure is required, the GCTO shall bear the cost for the same.

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- 7.3.2 In case of damages to the assets due to accident, etc, the replacement shall be done by Railway. However, if the responsibility of accident, after Enquiry (joint enquiry by representatives of Railway as well as GCTO), is fixed on the GCTO – the GCTO shall have to bear the cost of all the replacements. The decision of the Nodal Officer, i.e. DRM, in this regard shall be final.
- 7.3.3 In case the damage to assets is due to an external cause (floods, breaches, terrorist activity, etc), the cost of restoration shall be borne by the GCTO.
- 7.3.4 If the GCTO does not agree to transfer the ownership of assets (track, bridges, signalling equipment, OHE, etc) to Railway or freight tariff is not chargeable 'on through distance basis'; the maintenance of these assets – except OHE – shall continue to be the responsibility of GCTO.
- 7.3.4.1 Railway shall be entitled to conduct periodic inspections of such GCTs being maintained by the GCTO, for which Inspection Charges will be levied as per the prescribed norms.
- 7.3.4.2 GCTO may also get the maintenance done through Railway for such Terminals, in which case Maintenance Charges shall also be levied as per the prescribed norms.
- 7.3.5 The maintenance of GCT yard, including loading/ unloading lines, shall be the sole responsibility of GCTO. Distribution of the responsibility of track has been explained in Schedule '3'.
- 7.3.6 At such GCTs, Railway shall maintain the signalling equipment till the line-clear/ receipt-despatch arrangement with serving station(s), at its own cost. Maintenance of signalling equipment internal to the Terminal shall be the sole responsibility of the GCTO.
- 7.4 The cost of all subsequent up-gradations (on account of change of technology, standards, etc) shall be borne by the GCTO.
- 7.5 Maintenance of all the infrastructure and equipment inside the GCT which are not to be accessed by Railways' rolling-stock, and maintenance of infrastructure required for loading/ unloading (tipplers, hoppers, etc) shall be the responsibility of GCTO.

## 8. Cost of Electrification

- 8.1 In case of new GCT, the entire cost of electrification of the Terminal and the connectivity portion between take off point and GCT, shall be borne by the GCTO.
- 8.2 While undertaking electrification of main line and serving station by Railways, the electrification of the existing GCT(s) including the rail-line connecting the Terminal(s) shall be undertaken at the Railway's cost.

## 9. Handling of Wagons in GCTs:

- 9.1 If any damage and deficiencies is caused to railway wagons due to the fault of the GCTO, the damage and deficiency charges shall be raised by Railway and paid by the GCTO as per the extant rules of Railways.
- 9.2 All tipplers and bulk handling systems used for loading/unloading of Railway wagons shall be provided and commissioned by GCTO at its own cost in accordance with the RDSO's approved specifications. This provision shall however not be applicable on the systems/ equipment installed by GCTO which are not to be used for handling Railway wagons (such as conveyor-belts, JCBs, excavators, etc).

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- 9.2.1 GCTO shall ensure that tippers, bulk handling systems, and mechanized equipment are operated only by the qualified and experienced staff under adequate supervision.
- 9.2.2 Such equipment shall be regularly maintained and replaced at the end of their useful life by GCTO at its own cost.
- 9.2.3 In case of any accident/ derailment inside the Terminal or outside the Terminal up to serving station, Railway will provide Accident Relief Train (ART) initially free of cost. Provided further, if the responsibility of accident/ derailment after enquiry is fixed on the GCTO, ART Charges shall be payable by GCTO as prescribed by Railway from time to time. The due Charges will be deducted from the future payments by Railway to GCTO. However, in case no regular payments are being made by Railway to GCTO, on demand from Railway, the GCTO shall pay ART Charges to Railway without any delay.
- 9.2.4 The accident enquiry as mentioned in para 9.2.3 above shall be conducted jointly by the representatives of Railway and GCTO to be nominated by DRM and GCTO respectively. The accepting authority of Enquiry Report shall be DRM, whose decision shall be final and binding on GCTO.

#### 10. **C&W Maintenance Facilities**

- 10.1 Normally C&W facilities shall not be constructed at GCTs.
- 10.2 However, if C&W facilities are operationally required at any GCT as per the extant instructions, only one-time capital cost for setting-up these facilities shall be borne by the GCTO. Operational costs, including staff cost and material cost (for Railway-owned stock), shall however be borne by the Railway.
- 10.3 For GCTs dealing with POL and other hazardous material, specialized facilities inside the Terminal as well as in Railway yard (if required) shall be developed by the GCTO at its own cost, and shall be maintained by GCTO to ensure that no untoward incident/ accident takes place at such facilities.

#### 11. **Authorized Users**

- 11.1 GCTO shall inform Railway about the authorized rail users of the GCT before notification, so that they may be incorporated in the TMS module of FOIS.
- 11.2 If the GCTO desires to add more rail users subsequently, GCTO shall inform Railway at least seven (07) working days in advance, to enable incorporation of such rail users in FOIS.

#### 12. **Commodities Permitted**

- 12.1 Unless otherwise specified by Indian Railway, a GCT shall be permitted to book and handle all traffic – including coal and coke, which shall be as per the guidelines of 'preferential traffic schedule' issued by Ministry of Railways from time to time.

#### 13. **Engine-on-Load (EOL) Scheme**

- 13.1 All new GCTs shall be set up on 'charging on through distance basis,' as per the instructions contained in Rates Master Circular on 'Freight on Through Distance Basis' issued on 24.09.2014 (Annexure 'A' of the policy), as modified from time to time.
- 13.2 All new GCTs charged on through distance basis shall be governed by the Engine-on-Load policy (FM Circular No.05 of 2013 dated 07.03.2013), as modified from time-to-time.

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13.2.1 Railway may permit commissioning of a new GCT on non-EOL basis with the approval of DRM, if Engine-on-Load scheme is not operationally feasible.

#### 14. Charging of Commercial Staff

14.1 No cost of commercial staff will be charged from the GCTO w.e.f the date of issue of this policy. However, for existing Terminals (*where PFT/ Private Siding Agreement has already entered into between RA and operator before the issue of this Policy*) where cost of commercial staff has already been deposited by the GCTO, there shall be no refund. Further, dues of commercial staff cost pending, if any, as on the date of issue of this policy shall be payable by GCTO.

#### 15. Provision of Weighbridge

15.1 All GCTs planning to deal with outward cargo (loading) shall have a provision of Electronic In-motion Weighbridge (EIMWB) at a suitable location inside the Terminal. The EIMWB shall comply with OIML (International Organization of Legal Metrology) document (available at [https://www.oiml.org/en/files/pdf\\_r/r106-2-e12.pdf](https://www.oiml.org/en/files/pdf_r/r106-2-e12.pdf)) and the latest RDSO specifications.

15.1.1 Provision of EIMWB shall not be essential for GCTs dealing with inward cargo (unloading) only.

15.1.2 If a GCT without an EIMWB plans to start loading, the GCTO shall make arrangement for provision of an EIMWB as per the provisions of the Policy. DRM, in consultation with CFTM of the Railway, may, however permit loading at a GCT (if operationally feasible) – by nominating an alternative Railway weighbridge for weightment of rakes, awaiting installation of EIMWB, for a period of up to six months at a time from the date of start of such loading, duly recording the reasons for the same.

15.2 GCTO shall bear the cost of procurement (inclusive of the requisite warranty and a post-warranty comprehensive Annual Maintenance Contract (AMC) till the end of codal life), installation, and replacement of the EIMWB at the end of its codal life. GCTO shall also bear the cost of weighbridge house, weighbridge siding, and related infrastructure.

15.3 GCTO shall get the weighbridge certified by the Weights & Measures department of the state government, and shall comply with all the applicable statutory and legal requirements.

15.3.1 The weighbridge, after testing and certification by the Weights and Measures department of the state government, shall be sealed by their personnel in presence of GCTO's and Railway's representatives. This seal shall be broken, if required, only in the presence of the personnel of Weights and Measures department and Railway's representative.


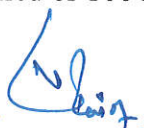
15.4 GCTO shall bear the cost of manpower to operate the EIMWB, and the cost for its linking with FOIS.

15.5 RR will be issued on the basis of weightment within a GCT as per the extant instructions provided vide Rates Master Circular/Weightment/2019/0 dated 25.07.2019 and other applicable instructions of Railways (Annexure 'B' of the policy), as modified from time to time.

15.6 No extra free-time will be provided for weightment at an EIMWB inside a GCT.


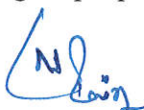
15.7 Railway Administration reserves the right to conduct periodic and/or surprise inspections of the operation, functioning and calibration of EIMWB.

15.8 For the purpose of mandatory testing of EIMWB, test-wagons shall be provided by Railway on payment of Haulage Charges. These Haulage Charges shall be levied for the actual distance travelled or 100 km, whichever is less.

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- 15.8.1 In cases where there is more than one weighbridge located within a GCT, the Haulage Charges as per para 15.8 above shall be levied for the 'first weighbridge,' and shall be levied @25% of the charges for the 'first weighbridge' for other weighbridges inside the Terminal.
- 15.8.2 For random surprise testing by Railway, test-wagons will be provided for without levying Haulage Charges or any other charges.
- 15.8.3 Railway shall try to ensure availability of 'test wagon-sets' in the vicinity of all GCTs, so that there is no delay in arranging these wagons for testing.
- 15.9 If any overloading is detected in the outward traffic the same will have to be unloaded/ re-adjusted at the Terminal itself – for which no extra free-time will be provided.
- 15.10 Whenever the EIMWB goes out of order, it shall be put right by the GCTO within three days, failing which a penalty of Rs 4,000/- per day or part thereof for the next ten days, and Rs 8,000/- per day or part thereof thereafter, shall be imposed.
- 15.11 Under exceptional circumstances, if it becomes essential to install the EIMWB of a GCT either partially or wholly on Railway land not licensed to GCTO (on account of operational and technical constraints), permission for the same may be given by the DRM. Location of such an EIMWB shall be decided by Sr.DOM, in consultation with Sr.DCM, Sr.DEN & Sr.DME.
- 15.11.1 All terms and conditions applicable on EIMWB inside a GCT shall also be applicable on an EIMWB installed by GCTO on such land. However, Railway will be the executing agency for installation, operation, and maintenance of such EIMWBs.
- 15.11.2 Cost of the comprehensive AMC and manpower to operate such EIMWB shall be borne by the GCTO.
- 15.11.3 Railway will be free to weigh rakes other than those of the concerned GCT at such EIMWB.
- 15.12 Railway may permit weight-o-meter/ pre-weighbin system of weighment in GCT on case-to-case basis, on the joint recommendation of PCOM, PCME, PCE & PCCM and with the personal approval of the General Manager, keeping in view the requirement and to avoid any manipulation of weighment data.
- 15.12.1 Such equipment shall be certified by Weights & Measures department, and should also meet all extant statutory provisions and policy guidelines.
- 15.12.2 The system should have proper locking/ sealing arrangement to avoid any tampering with the system including software. The 'admin' control should rest with the Railways.
- 15.12.3 One-to-one correspondence between Weight-o-meter discharge and corresponding wagon shall be maintained by GCTO.
- 15.12.4 A procedure order for normal operations covering precautions to be taken to ensure that wagons are empty before loading and periodical test weighing of this system shall be maintained by GCTO.
- 15.12.5 The system should have interface with FOIS to avoid any error in data capture during transmission.
- 15.13 GCTO may also be permitted to install an alternative means of weighment of wagons, which should have accuracy level at least equal to that of EIMWB and should ensure weighment within the time taken by EIMWB.
- 15.13.1 GCTO shall submit request for such alternative means of weighment, along with all the necessary documents, which may be permitted by Railway on case-to-case basis, on the joint recommendation of PCOM, PCME, PCE & PCCM and with the personal approval of the General Manager.
- 15.13.2 GCTO shall be responsible for getting the proposed means of weighment of wagons certified by Legal Metrology/ Weights & Measures department, and also for ensuring its proper upkeep and maintenance at its own cost.

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**16. Installation of FOIS and TMS**

- 16.1 FOIS and TMS with limited access as prescribed by Indian Railways shall be installed at the GCT – at the cost of GCTO. All RRs will be prepared through TMS. Complete maintenance of FOIS and TMS will be done by Railway at its own cost.
- 16.1.1 Cost of replacement of FOIS and TMS equipment, at the end of their codal life, shall be borne by the GCTO.

**17. General Conditions**

- 17.1 Applicant/ GCTO will be solely responsible for – (a) arranging/ acquiring/ownership/ lease/licensing of non-Railway land for the development of GCT; (b) all statutory and non-statutory clearances from other government departments and statutory bodies; and (c) payment of all charges, taxes/GST, surcharges, cess, levies, etc, related to transportation and handling of cargo.
- 17.2 Unless otherwise mentioned in this policy, all 'Commercial and Operating rules' as applicable for a goods-shed for booking, supply and delivery of goods shall be applicable at GCTs.
- 17.3 The GCTO shall be responsible for clearance of all Railway dues, including demurrage charges & land license fee, accrued within the GCT. For the sake of clarity, it is explicitly mentioned that demurrage charges will be borne by the GCTO for demurrage occurring on its own private land or occurring on railway land licensed to the GCTO.
- 17.4 The cost of electricity/ diesel consumed by Railway locomotives shall be borne by Railway.
- 17.5 The GCTO shall provide at his own cost the level-crossings and ROB/ RUB/ LHSs for safe passage of trains as well as road vehicles, as per requirement and prescribed norms.
- 17.5.1 All level-crossings have to be provided with requisite infrastructure (gate-post, gate-lodge, etc) and have to be manned by GCTO at its own cost.
- 17.5.1.1 If the level-crossing becomes due for interlocking, the cost of interlocking shall be borne by the GCTO.
- 17.5.2 Maintenance of level-crossings falling on the track being maintained by Railway shall be done by Railway at its own cost; while maintenance of level-crossings falling on the track being maintained by the GCTO shall be done by GCTO (as illustrated in Section III of Schedule '3' of the policy).
- 17.6 Railway shall reserve the right to grant connectivity to another GCT(s) from the portion of track on Railway land as well as from the portion of track which is being maintained (and assets are owned) by Railway. For the sake of clarity, Railway may permit connectivity to another Terminal from the connectivity portion of a Terminal – (i) on Railway land where the assets are owned and maintained by Railway; and (ii) on non-Railway land where the ownership of assets has been transferred to Railway by the GCTO, and the assets are maintained by Railway though the land is owned by the GCTO. This provision shall be applicable on Railway land for all GCTs; and on non-Railway land for all new GCTs, as well as on existing Terminals who decide to migrate to this Policy and transfer the ownership of assets on their land to Railway.
- 17.7 For GCTs established entirely or partially on Railway land, Railway will levy Terminal Charges and Terminal Access Charges similar to those being levied on Railway goods-sheds. These Terminal Charges and Terminal Access Charges will be shared with the GCTO according to the quoted bid percentage (as mentioned in para 9 above of this Schedule '2').

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- 17.8 At the time of cancellation / termination / expiry of the Agreement, the Railway land, along with the entire infrastructure developed on it by the bidder, shall revert back to Railway on as-is-where-is basis, without payment of any compensation.
- 17.9 The Railway land used for providing connectivity to the Terminal shall remain in possession of Railway, along with the entire infrastructure created on it (as per provisions of para 5.1.2 & 5.1.3 of the Policy).
- 17.10 Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2) will be licensed to GCTO – for which modalities of calculating and levying land license fee shall be as per extant rules/Board's circular on land licensing (2005/LML/18/8 dated 10.02.2005 and 08.6.2005, Annexure-E of the policy), as amended from time to time.
- 17.11 Responsibility for maintaining the track and signalling equipment shall be as per the provisions of para 7 of this Policy. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.
- 17.12 GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.
- 17.13 For GCTs constructed fully or partially on Railway land, the GCTO shall be expected to give at least the prescribed annual bench-mark of traffic (outward plus inward combined, in NTKM) to Railway, which shall be commensurate with the value of Railway land earmarked for GCT, as under:-

Value of land	Bench-mark Traffic (in NTKM)
Up to Rs 10 crore	200 million
More than Rs 10 crore, & up to Rs 25 crore	500 million
More than Rs 25 crore, & up to Rs 50 crore	1,000 million
More than Rs 50 crore, & up to Rs 100 crore	2,000 million
More than Rs 100 crore	4,000 million

17.13.1 The Bench-mark Traffic shall be applicable from the Financial Year subsequent to the year of commissioning, and shall be revised at the time of each renewal/ extension of Land Licensing Agreement according to the revised value of land. For example, if a GCT has been commissioned during 2023-24, with the value of Railway land being Rs 20 crore – then the Bench-mark from the years 2024-25 onwards shall be 500 million NTKM. This Bench-mark Traffic shall be revised at the time of every renewal/ extension of Land Licensing Agreement.

17.13.2 If the GCTO achieves or surpasses the Bench-mark Traffic during any Financial Year, an incentive equal to 5% of the Land License Fee (which be levied as per the provisions of para 17.10 above ) shall be granted for the next year provided that previous Land License Fee have been paid and there is no outstanding dues in this regard. For the example given in para 17.13.1 above, if the GCTO achieves Bench-mark Traffic during 2025-26, then an incentive equal to 5% of Land License Fees (as per the provisions of para 17.10) shall be granted for the year 2026-27.

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- 17.14 Subject to the provisions of para 17.10 above, GCTO will be free to create infrastructure and/or to provide value-added services/ facilities (such as warehousing, processing, packaging, etc. provided that such infrastructure/ value-added services/ facilities, if created, shall be available to all users of the GCT without discrimination of any sort. GCTO will also have the authority for deciding the user charges/ fees for value-added services/ facilities as per market conditions – without any interference from Railway. However, the use of value-added services/ facilities will be optional and no customer will be forced to use those services or to pay for them. Such value-added services/ facilities shall conform to Good Industry Practices.
- 17.14.1 GCTO shall not sub-lease/ sub-license/ mortgage Railway land, and shall not create any third-party encumbrance on Railway land.
- 17.14.2 For any value-added service/ facility developed on Railway land, GCTO shall ensure that either the complete inward traffic or the complete outward traffic, for each commodity handled, is transported through Indian Railway system. Railway reserves the right to undertake any inspection of the Terminal to safeguard its interests and to direct the GCTO to discontinue such activities if such activities are detrimental to Railway's cargo business, failing which the Agreement may be terminated. For avoidance of doubt, such termination will be treated as default by the GCTO.
- 17.14.3 The responsibility of obtaining all statutory and environmental clearances for such value-added services, if required, shall rest solely with the GCTO. Any violation of statutory compliance will invite merit for termination clause of the Agreement on GCTO's default. Any liability/ default created by such violation will be the sole responsibility of the GCTO, and Railway will not be responsible for this.
- 17.15 GCTO shall use Railway land for activities related to Railway cargo business only. If the GCTO indulges in any commercial activity not related to Railway cargo business on Railway land or fail to adhere to the provisions of para 17.14, 17.14.1, 17.14.2 & 17.14.3 above, the Agreement for GCT may be terminated without any compensation/ termination payment to the GCTO. For avoidance of doubt, such termination will be treated as default by the GCTO. In case of any dispute whether any activity is related to Railway cargo business or not, the decision of the nodal officer (i.e. DRM) shall be final and binding on the GCTO.
- 17.16 The GCT located completely or partially on Railway land will remain a common-user facility, and GCTO shall ensure non-discriminatory access for all rail-customers/ potential customers to such Terminals. The GCTO will not prevent any rail-customer/ potential customer from accessing the Terminal (provided the facilities for handling their cargo exists at the terminal). Road access to the GCT will not be blocked by the GCTO.
- 17.17 GCTO will have the permission to expand the Terminal further by acquiring/ leasing the adjacent non-Railway land. However, any such acquisition/ leasing of additional land will have to be managed by the GCTO through his own resources. Railway will not charge any Land License Fees for the additional land acquired by the GCTO.
- 17.17.1 In such cases, the levy of Terminal Charges and Terminal Access Charges – and their sharing with the GCTO – will continue as before as per the decided principle.
- 17.18 A joint team (comprising of Sr.DOM, Sr.DCM, Sr.DEN, Sr.DSTE & Sr.DEE/TRD) shall inspect the GCT at least once a year to ensure that there is no breach of Agreement or policy provisions by the GCTO. In addition, inspections may also be conducted by Railway officials as per the provisions of para 17.14.2 and 17.15 above.

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## 18. Dispute Resolution

- 18.1 In case of any dispute arising in the interpretation of the Policy, the decision of DRM will be final and binding.
- 18.2 Conciliation: All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT shall be referred by the GCTO to Railway Administration through 'Notice of Dispute.' RA shall, within 30 days after receipt of the 'Notice of Dispute,' notify the name of conciliator(s) to the GCTO. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by Railway's representative (Sr.DCM), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by Ministry of Railways time to time, which shall be shared equally by the parties. For other issues related with Conciliation, terms and conditions defined under Indian Railways General Conditions of Contract 2020 may be followed.
- 18.2.1 The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 18.2.2 The conciliation shall be carried out as per "The Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof" and the proceedings shall be terminated as per Section 76 of the above Act.
- 18.3 Arbitration: If the dispute is not settled through Conciliation (as mentioned in para 18.2), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions available for arbitration in Indian Railways General Conditions of Contract 2020 for works contracts, as amended from time to time.
- 18.4 Governing Law & Jurisdiction: This 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 Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

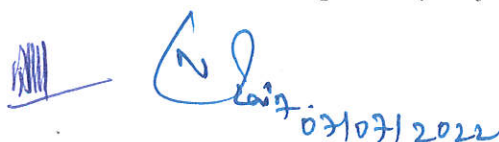
## 19. Termination of the Agreement

- 19.1 Subject to the provisions in the Agreement, Railway Administration may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity committed by the GCTO. This may include any grave breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act, 1989, or commission of an unlawful act which is not in-line with Good Industry Practices.
- 19.2 Before terminating the Agreement, RA shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by Sr.DCM with the approval of DRM. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by Sr.DCM to GCTO. No termination payment shall be made by RA to the GCTO.

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- 19.2.1 If the GCTO submits a reply within 180 days, RA will take further course of action on the merit of the case.
- 19.3 The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to the Railway Administration in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to Railway as laid down in this policy, or for any other reason internal to the GCTO. No termination payment shall be asked by Railway from GCTO.
- 19.4 Any dispute arising out of this Agreement will be resolved through the Dispute Resolution Mechanism as prescribed under Para 18 above.
20. **Power To Terminate Agreement, If Traffic Insufficient :**
- 20.1 *Notwithstanding anything contained in the Agreement, the Railway Administration shall be entitled, in the event of the Railway Administration being of the opinion that the Applicant's traffic over the terminal is insufficient to justify the retention of terminal by the Applicant of which the 'Divisional Railway Manager' of the Railway Administration will be the sole judge to terminate this Agreement by giving to the Applicant not less than 6(six) months' notice in writing of the Railway Administration's intention to terminate this Agreement and on the expiry of such notice, this Agreement shall stand terminated.*
- 20.2 *The termination of this agreement under the provisions of this Clause shall be without prejudice to any rights of remedies to which the Railway Administration will be entitled to, in respect of any acts, matter or things arising before such termination.*
21. **Power To Close The Portion Of The Terminal Within Railway Land Colored Red In The Annexed Plan Or Work It For Public Traffic :**
- 21.1 *In the event of the Railway Administration deciding in the public interest to close the terminal or any part or extension thereof or to work the terminal or any part or extension thereof for public traffic as part of the railway system (the decision of the Railway being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the Railway Administration may terminate this Agreement by giving to the Applicant 6(six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate.*
22. **Power To Stop Traffic And To Terminate Agreement In Certain Events:**
- The Railway Administration shall have the absolute right to refuse at any time to allow their rolling stock to go on or be used upon the Terminal or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events:*
- 22.1 *In the event of the Applicant failing to deposit within the time fixed for the purpose any sum of sums required to be deposited under the provision of these presents or according to any direction of the Railway Administration.*
- 22.2 *In the event of the Applicant failing to pay any other sums payable to the Railway Administration under this Agreement or any other charges payable to the Railway administration in respect of the terminal or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written-demand for payment.*
- 22.3 *In the events of the Applicant failing to comply with any requisition of the Railway Administration to remove or repair any defect which in the opinion of the Railway*

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administration may endanger the working and safety of the terminal within such time as shall be fixed by the Railways Administration for the purpose.

- 22.4 In the events of the Applicant ceasing for a consecutive period of 3 (three) months to use the terminal or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.
- 22.5 In the event of the Applicant contravening the provision of Clause 15 hereof.
- 22.6 In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.
- 22.7 In the event of the terminal becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.
- 22.8 In the event of any branch line, terminal or part or extension thereof, connecting the terminal or any part or extension thereof with the Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line, terminal part or extension shall belong to the Applicant or to any third person.
- 22.9 In the event of any branch line, terminal or any part or extension thereof connecting the terminal or any part or extension thereof with the Railway system, being closed by the Railway Administration under any powers which the Railway Administration may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.

The Applicant shall have no claim whatsoever against the Railway Administration in respect of any refusal by the Railway Administration to allow their rolling stock to go on or be used upon the terminal or any connected Terminal or branch line in any of the aforesaid events.

Provided always that on the happening of any of the events mentioned in sub-Clauses 22.1, 22.2, 22.4, 22.5, 22.6, the Railway Administration shall not exercise the power conferred upon it by this Clause unless 14 (Fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition as the case may be, of the Railway Administration and the Applicant has failed to comply with the Same within the time specified in such notice.

No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

**23. Termination of Agreement on Death. Insolvency etc. :**

This agreement may be determined by the Railway Administration without prior notice at any time after the happening of any of the following events:

- 23.1 In the event of the death of the Applicant, if he is an individual person.
- 23.2 In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School of Hindu Law.
- 23.3 In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.
- 23.4 In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.
- 23.5 In the event of Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.
- 23.6 In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.
- 23.7 In the event of the Applicant contravening the provision of Clause 21 hereof.

**24. Consequence of Termination Under Clauses 19, 20, 21, 22 & 23 :**

- 24.1 On termination of this agreement under provisions of Clauses 19, 20, 21, 22 & 23 thereof, the Railway Administration shall be entitled to disconnect from their Railway,

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the portion of the said terminal within the Railway land (colored red on the said plan) at the cost of the Applicant and take up and remove the same and the appliance connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing there at all costs and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the applicant under the terms of this Agreement or for freight or carriage.

24.2 Provided always that the Railway Administration shall at all times have lien on the portion of the said terminal within the Railway land (colored red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the Railway Administration in respect of termination of this agreement whether under any of the provisions of those presents or in any manner not provided for by those presents.

**25. Agreement To Bind Applicant Until Terminated By The Railway Administration**

25.1 Until terminated by the Railway Administration or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the Railway Administration has agreed to enter into a Cargo Terminal Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the Railway Administration may require as provided in Clause 21 hereof, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's work

(i) Provided that the Applicant may by giving 6 (six) months' notice to the Railway Administration, discontinue the use of the terminal. In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall binding on him.

(ii) Provided further that the Railway Administration has the right without assigning any reason to terminate this Agreement on 6 (six) months' notice.

**26. Applicant To handover/revert back Railway land along with entire Infrastructure developed on it Within A Month Of Termination**

On termination of this Agreement, Railway land, along with the entire infrastructure developed on it by the bidder, shall revert back to Railway on as-is-where-is basis within a month of termination, without payment of any compensation.

**27. Right To Charge Interest On Money Due Hereunder To The Railway Administration:**

Notwithstanding anything contained in the foregoing Clauses of this Agreement, the Railway Administration shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the Railway Administration from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the railway Administration.

**28. Right Of Deduction Of Money Due To The Railway Administration**

The Railway Administration shall have the right to deduct from any amount which may become payable by the Railway Administration to the Applicant or to the legal representative of the

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*Applicant any money due from the Applicant to the Railway Administration under these presents or for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the terminal.*

**29. Service Of Notices On Applicant:**

*The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.*

**30. Exercise Of Powers :**

*Subject as otherwise provided in this agreement, 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 Railway Administration; the agreement signing authority or his authorized representative.*

**31. Alteration / Variation Of The Agreement:**

*Except as hereby provided any verbal or written arrangement or abandoning, varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the railway administration unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the Railway administration shall have the right to repudiate such arrangement.*


**32. Applicant Not To Transfer Rights ;**

*32.1 The Applicant shall not be entitled to assign or transfer or subject or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment transfer or subletting or permission shall be void and of no effect. Provided also that in the event of any other person being permitted by the Railway Administration to use the terminal on the Applicant's request or otherwise, the Applicant shall remain responsible to the Railway Administration for all the charges and obligations under this Agreement.*

*32.2 Provided, however, that if the Applicant shall desire to transfer the Applicant's Works to any person or if the applicant being a Company shall go into liquidation and such intended transferee or the liquidator of the Company shall desire the use and benefit of the terminal than subject to the under mentioned conditions being complied with the Railway Administration may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after the commencement of the liquidation as the case may be and after production by the transferee of the registered Deed of Transfer of the Applicant's Works pr after proof by the liquidator of this intension to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the terminal. The conditions above mentioned are the following:*

*(i) That the liquidator shall be approved by the Railway Administration, but such approval will not unreasonably withheld.*

*(ii) That the liquidator shall duly sign and register a Cargo Terminal Agreement in the same form as these presents so far as then applicable or in such other form as the Railway Administration may then require.*



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(iii) That the applicant, Railway Administration and transferee shall duly execute an agreement of assignment as may be prescribed by the Railway Administration.

**33. Cost of Execution Of Agreement:**

All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the TO/Applicant. "Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.

**34. Agreement period**

The period of Agreement shall be signed for five (05) years, which shall be renewed / extended in blocks of five (05) years at a time, provided any of the provisions of the Agreement and / or Policy has not been violated by the GCTO.

**35. Agreement In Force From :**

The agreement shall be deemed to have come into force on and from.....

**36. Head Notes :**

The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

In WITNESS WHEREOF, the parties to these presents have set and subscribed their respective hands and seals hereunto on the day and year first above written.

For and on behalf of  
THE PRESIDENT OF INDIA (First Party)  
SIGNED, SEALED AND DELIVERED BY

Name : .....  
Designation ...  
Address : .....  
(Authorized Signatory)

.....(Second Party)  
(SIGNED, SEALED AND DELIVERED by

Name : .....  
Designation : .....  
Address : .....

In the present of Witness

1.

2.



**Cargo Terminal Agreement-**

Reg. No.: \_\_\_\_\_ For \_\_\_\_\_ Terminal

At Kilometre: \_\_\_\_\_ Between Stations \_\_\_\_\_ and \_\_\_\_\_



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## Land License Agreement

(For Private Terminal)

{Note- This agreement is not to be used for the cases where Railway Land is given on Lease to other government department/P5U For such cases, Land Leasing Agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway}

This **Land License Agreement** is made and executed at .....on this ..... Day of ....., 20.....

### BY AND BETWEEN

**THE PRESIDENT OF INDIA** acting through (incorporate name and designation of the officer authorized under Article 299(1) of the Constitution) having its office at ..... (hereinafter referred to as "**Licensor**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as ("**Licensee**")\* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties" and Individually as a "Party",

WHEREAS,

- (A) The Licensor and the Licensee have entered into a Cargo Terminal Agreement, dated \_\_\_\_ (Agreement No, ), wherein the Licensee has agreed to lay the terminal and the Licensor has agreed to provide the land for providing connectivity to the Terminal,
- (B) The Licensor is owner of the land described in the Annexure hereunder (the "Site") and now desires to License the Site to the Licensee and the Licensee desires to take on License from the Licensor, the Site for the purpose of connectivity to the terminal,

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 and Interpretation -

#### 1.1 Definitions:

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

"**Applicable Permits**" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Site and the Terminal during the subsistence of the Land license Agreement;

"**Encumbrance**" means any encumbrance, such as an easement, right of way, license, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;

  
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"Land License Fee" shall have the meaning set forth in Clause 4.1 of this agreement.

"Site" shall have the meaning set forth in Recital (B); and

"Term" shall have the meaning set forth in Clause 3 of this agreement.

## **1.2. Interpretations-**

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

- (a) the Annexure to this Land License Agreement forms part of this Land License Agreement and shall be of full force and effect as though it is expressly set out in the body of this Land License Agreement;
- (b) the terms of this Land License Agreement shall be read in consonance with and not in derogation with the terms of Cargo Terminal Agreement;
- (c) the words and expressions beginning with capital letters and defined in this Land License Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Land License Agreement and not defined herein, but defined in the Cargo Terminal Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Cargo Terminal Agreement.

## **2. Grant of License and Possession -**

2.1.1 The provisions of this Land License Agreement shall take effect and become binding on the Parties on the date of signing of this Agreement.

2.1.2 In consideration of the Land License Fee and subject to Clause 2.1.3, the Licensor grants on License to the Licensee and the Licensee agrees to accept the License from the Licensor, free from Encumbrances and/or encroachments, of all that piece and parcel of land measuring \_\_\_\_\_ situated at \_\_\_\_\_, described in the Annexure and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Land License Agreement.

2.1.3 The Licensor hereby grants and transfers physical possession of the land specified in Annexure and in accordance with the provisions of Clause 4 of the Cargo Terminal Agreement.



## **3. Term-**

3.1 The License granted in pursuance of this Land License Agreement shall be for a period of 5 (five) years from the date of signing of Land License Agreement (the "Term") which shall be renewed / extended in blocks of five (05) years at a time, up to 35 years unless principle GCT agreement is terminated / or the Land License Agreement is terminated prematurely in accordance with Clause 6 hereunder.

3.2 Both the Land License Agreement and the Cargo Terminal Agreement shall be co-terminus with each other.

3.3 The Licensee shall not derive any right, title or interest in the said Site which shall remain property of the Railways all the times. The Licensee only shall have possessory right as a Licensee for \_\_\_\_ years of the said premises in accordance with the terms of the agreement, provided regular and timely payment of land license fee is made.

3.4 Renewal of the Land License Agreement shall be at the sole discretion of the Licensor.

   
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#### **4. Land License Fee -**

4.1 The Licensee shall pay to the Licensor, subject to Clause 4.3, an annual Land License Fee ("Land License Fee") @ 6% of market value of land per annum in terms of Board's circular on land licensing i.e. 2005/LML/18/8 dated 10.02.2005 and 08.06.2005 as amended from time to time.

4.2 The Licensee shall pay the Land License Fee to the Licensor in advance on the first day of April every year and into such account, as may be designated by the Licensor from time to time.

4.3 If the Licensee fails to pay the Land License Fee as aforesaid, the Licensee shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five percent) above the base interest rate prescribed by State Bank of India.

4.4 Upon failure to pay Land License Fee within a period of 180 days from due date i.e. First day of April every year, Licensor reserves the right to terminate the Land License Agreement in accordance with Clause 19 of GCTO Agreement. However, the same shall not stop Licensor from taking action for recovery of their dues.

#### **5. Use of Site –**

5.1 During the Term of this Land License Agreement, the Licensee shall use the Site only for the purpose of terminal.

5.2 The Licensor shall always be at liberty to construct adjoining to the Licensed Site and the Licensee shall not be entitled to raise any objection to ask compensation thereafter on the plea of inconvenience, whatsoever at any point of time.

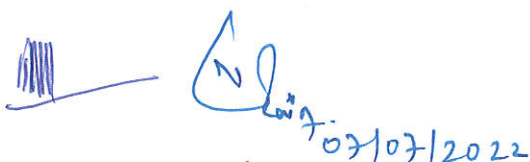
#### **6. Termination of Land License Agreement –**

6.1 This Land License Agreement may be terminated earlier by mutual agreement between the Parties in writing.

6.2 The Land License Agreement shall be co-terminus with the Cargo Terminal agreement. Thus, in the event that the Cargo Terminal Agreement is terminated during the currency thereof, then this Land License Agreement shall be deemed to be terminated without any further notice for termination of Land License Agreement and the Licensor shall be at full liberty to deal with the site in such manner as it deems fit in its sole discretion.

6.3 The Licensor shall have the right to terminate this Land License Agreement on occurrence of anyone or more default(s) by the Licensee as enlisted hereunder:

- (a) failure of the Licensee to make payments to the Licensor in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Licensor;
- (b) transfer or assignment of this Land License Agreement or creation of any Encumbrance on the Site, without securing prior written approval of the Licensor;

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(c) use of the Site for any purpose other than the purposes stated under Clause 5 of this Land License Agreement and such breach is not remedied within a period of 60 (Sixty) days after a notice from the Licensor in this behalf; and

(d) Voluntary abandonment by the Licensee of period of 90 (ninety) days or more.

6.4 On expiry of the License Term or early termination of the Land License Agreement, for any reason whatsoever, the site, shall revert back to the Licensor.

6.5 Upon termination under Clauses 4.4, 6.1, 6.2 and 6.3, the Licensor shall have the following additional rights:

- (a) The recovery of any unpaid Land License Fee due and payable at the time of termination;
- (b) the recovery of any damages, costs, fees and expenses incurred by the Licensor as a result of the breach of the Land License Agreement by the Licensee; and
- (c) Any other right or remedy, legal or equitable, that the Licensor is entitled to under applicable laws.

## **7. Licensee's Obligations and Covenants**

Licensee hereby covenants, agrees and represents that:

- (a) the Licensee, during the Term of the Land License Agreement, shall pay the Land License Fee in accordance with terms and conditions set out in this Land License Agreement and shall observe and fulfil each of its obligations and covenants set forth herein;
- (b) the Licensee shall obtain, at its own cost and expense, all utilities, such as water, electricity etc. from the appropriate authorities;
- (c) It shall obtain and keep current all Applicable Permits that may be required under the applicable laws;
- (d) it shall pay all taxes, service tax, cess charges, assessments and levies in respect of the Site, which are leviable at any time during the Term of the Land License Agreement;
- (e) it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this Land License Agreement, without prior approval of the Licensor;
- (f) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions.; and
- (g) It shall, after expiry or termination of the Land License Agreement forthwith, the Licensee hand over possession of the land to the Licensor along with entire infrastructure on railway land on as-is-where-is basis in terms of Clause 17.8 of agreement, without any payment / compensation.
  - a. shall revert back to Railway on as-is-where-is basis, without payment of any compensation.

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## **8. Stamp Duty and Registration Charges -**

Subject to the exemption or waiver, if any, granted by 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 License contemplated herein shall be to the account of and borne by the Licensee.

## **9. Indemnities and Limitation of Liability -**

The Licensee shall fully indemnify, defend and hold harmless the Licensor, its officers, servants, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the Licensor and which may arise out of or as a result of any of the following causes:

- (a) any breach by the Licensee of any of its obligations, covenants, agreements, representations or warranties set forth In this Land License 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 the Licensee; and
- (c) any breach, violation or non-compliance by the Licensee of any applicable laws and/or Applicable Permits.

## **10. Assignment-**

The Licensee shall not, without the Licensor's prior written consent, transfer, assign or grant any form of security over any of its rights or obligations under this Land License Agreement.

## **11. Dispute Resolution -**

11.1 The Parties shall use their respective reasonable endeavors to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Land License Agreement ("Dispute") amicably between themselves through negotiation.

11.2 Any Dispute which the Parties are unable to resolve pursuant to Clause 11.1, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of the Cargo Terminal Agreement.

## **12. Governing Law -**

This Land License 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 Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

**In Witness Whereof The Parties Have Executed And Delivered This Land License Agreement As Of The Day, Month And Year First Above Written.**

For and on behalf of  
THE PRESIDENT OF INDIA (First Party - Licensor)  
SIGNED, SEALED AND DELIVERED BY

Name : .....  
Designation ..... (Sr. Divisional Engineer)

 07/07/2022

Address : .....  
(Authorized Signatory)

.....(Second Party -Licensee)  
(SIGNED, SEALED AND DELIVERED by

Name : .....  
Designation : .....  
Address : .....

In the present of Witness

- 1.
- 2.

  07/10/2022