

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2004/TG-IV/8/P

New Delhi, dt: 12.02.2014

The Chief Commercial Managers,
All Zonal Railways.

(Commercial Circular No. 4 of 2014)

Sub: Comprehensive policy on Cycle/Motor cycle/scooter/Car parking contracts etc.

Please refer to the policy guidelines issued on the above subject vide Commercial Circular No. 39 of 2004. The zonal railways have brought to the notice of the Board that they are facing problems in awarding the parking contracts due to lack of response and non-completion of the tenure by the contractors. Some of the railways have also suggested modifications/additions in the existing provisions of the policy and the model agreement for the purpose.

The policy of Cycle/Motor cycle/scooter/Car parking contracts has been reviewed by the Ministry of Railways and comprehensive policy on Cycle/Motor cycle/Scooter/Car parking contracts etc. is issued in supersession of all the earlier instructions on the subject. The comprehensive policy guidelines for cycle/Motor cycle/scooter/Car parking contracts etc. are enclosed.

This issues in consultation with Finance Directorate of Ministry of Railways.



(Dr. S.K. Ahirwar)
Director, Traffic Commercial (G),
Railway Board.

No.2004/TG-IV/8/P

New Delhi, dt: 12.02.2014

Copy to:

The FA&CAOs, All Zonal Railways.
Principal Directors of Audit, all Zonal Railways.



for Financial Commissioner/Railways

Comprehensive policy guidelines on Cycle/Motor cycle/Scooter/Car parking contracts on Indian Railways

1. Objective

1.1 *Facility of parking of private and public motor vehicle in railway station premises - an important passenger amenity - is being provided by the Railways which at most of the Railway stations is outsourced and at some of stations wherever outsourcing is not feasible the service is managed through departmental mode. While the primary objective of this policy is to extend parking facility to the passengers as an important amenity at station but all endeavour be made to realise maximum potential of earnings from this source.*

1.2 *The railways should make efforts to provide parking facilities at all the stations where such facilities are required. For this purpose, teams of Engineering and Commercial supervisors should finalize a plan for the stations after survey of the parking area with locations and dimensions clearly marked on the plan.*

1.3 *To avoid any scope of encroachment of additional area by the contractor(s), railway shall provide a well demarcated, fenced and levelled surface to the contractor for parking purpose, covered shelter can be provided by the contractor in a manner that it does not adversely affect the aesthetics of the station building or the circulating area of the station.*

1.4 *Divisions may also explore the possibility of managing parking of vehicle at stations departmentally especially at such stations where outsourcing has not been found to be feasible. This may be done within the existing resources and no additional posts should be created for this purpose.*

2. Tendering

2.1 At all category of stations i.e. A-1, A, B, C, D, E and F the *parking contracts may be awarded through 'Single packet' Open tender system for a period of 3 years.* However, if there is a lack of response, contract can be awarded on quotation basis for a limited period of three months at a time, with the concurrence of Divisional Finance and the approval of DRM/ADRM.

2.2 The process of fresh tendering should be initiated at least three months before the expiry of the existing contract so that there is no time gap between the expiry of existing contract and commencement of the new one.

2.3 At 'F' category halt stations/operated by halt agents, parking contracts can also be given to halt agents in addition to the halt contract on a fixed reserve price. Separate agreement for parking may be signed with the halt contractors.

3. Earnest Money Deposit (EMD)

3.1 Where zonal railway has experienced frivolous participation in parking tenders, *Earnest Money Deposit may be charged at a higher rate say 5% to 10% of the contract value in consultation with associate finance* so as to discourage such practice.

4. Security Deposit (SD)

4.1 *To discourage the contractor leaving the contract midway, security deposit in the form of Bank Guarantee equal to twelve months' license fee should be taken after adjusting EMD amount with the provision of renewal of Bank Guarantee. (say EMD amount is 50,000 and security deposit amount is 1,50,000; the Bank Guarantee as security deposit of one lakh should be taken)*

5. Reserve Price (RP)

5.1 Reserve price for all 'A-1','A','B','C','D','E' and 'F' category of stations should be assessed on the basis of parameters like number of users, type of vehicles, parking charges prevailing at other locations in the area, relative land value, etc. by the Sr. DCM/DCM in advance before inviting tenders/quotations with the concurrence of Divisional finance. In this respect periodic surveys should also be done to assess the actual number of vehicles parked for fixing a realistic reserve price. *The reserve price for premium parking should be kept reasonably higher than the reserve price fixed for normal parking.* The reserve price so fixed should be approved by DRM.

5.2 *The fixing of license fee for any additional area explored should be based on the market survey.*

5.3 *License fee as notified by the Railway from time to time will be paid in respect of all category of stations and the same will be increased by 10% every year.*

5.4 Wherever feasible Zonal railway may decide to provide value added services such as cleaning, air-pressure checking, minor maintenance etc. to customer and accordingly license fee may be fixed with the concurrence of Divisional finance having approval of DRM.

6. Parking Rates

6.1 Parking rates including premium parking rates for Auto taxi/Cars/Cycle/mini bus/other passenger carrying commercial vehicle should be fixed by Sr.DCM/DCM with the concurrence of divisional finance and the approval of DRM. While fixing the parking rates, a survey should be carried out for parking charges prevailing at other similar locations in the city/area. *Prevailing parking rates should be reviewed before notification inviting tenders and if necessary revised accordingly.*

7. Extension of the contract

7.1 *For ensuring uninterrupted service of parking to the passengers at a station, subject to willingness of the contractor extension to the existing contract can be resorted to for a period of three months at a time (maximum 6 months) with provision of 10% hike in license fee inter-alia in the following cases with the approval of DRM/ADRM:*

(a) *An open tender floated and opened before expiry of the current contract has failed, Quotation/tender also has not elicited adequate response and there is no scope of operating the parking through departmental means.*

(b) *If the highest rates offered for license fee in quotation is less than 110% of last rate of license fee.*

Other Types of Parking Contract

8. Premium Parking

8.1 *The feasibility of having premium parking facility may also be explored at 'A-1' and 'A' category stations for which contract can be awarded through open tender adopting 'Single Packet system'. The agency (contractor) for this service shall provide adequate infrastructure like earmarked lanes for entry and exit, automated boom barriers as provided at Toll plazas and the Railways to the extent possible shall provide separate access to the station other than through the existing circulating area.*

9. Call Taxi/radio taxi

9.1 *Wherever there is a potential for extending parking facility for call taxi/radio taxi etc., an adequate area for parking upto 10 such taxis/vehicles may be earmarked which should be independent of auto/taxi parking. Contract for this facility should be given through a separate tender. The reserve price and parking rates for call taxi/Radio taxi may be decided according to market condition in consultation with Associate Finance and with the approval of DRM/ADRM.*

10. Parking for Passenger-carrying commercial vehicles (PCCVs)

10.1 *For other passenger carrying commercial vehicles, viz. Autos, Taxis (Cars), Tempos, Minibus, Bus etc. adequate and separate space may be earmarked. Contracts may be given through open tender either independently or as a part of Car parking contract. The reserve price and parking rates for these types of vehicles may be worked out by Divisional office on the basis of prevailing market condition in consultation with Associate Finance and with the approval of DRM/ADRM.*

11. Prepaid Auto/Taxi booth

11.1 *Prepaid Auto/Taxi booths which are generally being managed by local police/GRP be permitted in the space earmarked for Auto/Taxi stand. The taxes or charges due to State Government should be collected from the taxi operators by the State Authorities like local police/GRP etc. and the parking charges as applicable to passenger carrying vehicle of different type should be collected by the Railways either directly or through Parking contractor at the rates decided by the Divisional authorities in consultation with Associate Finance and with the approval of DRM/ADRM.*

12. Automation and Computerization.

12.1 *Computerized coupons should be issued by the licensee of parking contract at 'A-1' & 'A' category railway stations which shall clearly depict the name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Sr. Number on coupons with counterfoils and amount charged for coupon/monthly pass. Zonal Railway shall encourage issue of computerized parking coupons at other stations wherever feasible.*

13. Payments and Penalty

13.1 Licensee shall make payments of license fee on or before 10th day of the first month of each quarter (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. Besides this the contractor shall be liable to make payment of penalty if the due license fee has not been paid by the 10th day of the first month of each quarter. If the Licensee/Licensees delays the payment of amount shown in Clause 5.3 above, the Administration after giving a grace period of 7 days will have the liberty to impose penalty @ 2% of the amount due for delay of payment by 7 days or part thereof.

In case of the failure in payment of two subsequent advance quarterly license fee, Sr. DCM at his discretion may decide to terminate the contract by issuing a show cause notice.

14. Other conditions have been incorporated in the specimen agreement enclosed herewith.

LICENSE TO OCCUPY LAND FOR THE PURPOSE OF CYCLE/MOTOR CYCLE/SCOOTER STAND AT RAILWAY STATION.

An Agreement made this -----day of ----- two thousand ----- between the President of the Union of India, as the Executive Authority of Administration of the ----- Railway (Hereinafter called preamble "The Administrator).... Of the One Part and **Shri/M/s/Smt.** ----- (Hereinafter called the Licensee/Licensees) which expression shall where the context so requires or admits, be deemed to include his/their or either of his/heirs, executors and administrators Of the Other Part, **WHEREAS THE LAND** hereinafter described forms a portion of the ----- Railway and has been for some time past in the occupation of the Administration and **WHEREAS** the Licensee/Licensees has/have applied to the Administration for a license or permission to erect a four wheeler vehicles stand and for the said purpose to have the temporary use and occupation of the said land which license or permission the Administration have agreed to grant upon the terms and conditions hereinafter contained. Now it is hereby agreed and between the said party/parties hereto as follows:

1. The Licensee/Licensees shall have the use of all that piece of land on the Railway's station for the said purpose bearing Survey No. --- Authority within the Registration Sub-District of station of Districtand measuring about in length and in to run the breadth and containing by measurement Contract square feet or thereabouts be the same little more or less and bounded as follows that is to say:-

On the North by:

On the South by:

On the East by:

On the West by:

for the purpose of erecting a temporary Four wheeler vehicles stand and for no other purpose whatsoever and subject to the conditions hereinafter contained.

2. The Licensee/Licensees shall not erect or cause to be erected on the said land or on any part thereof any buildings or structures of a permanent or a quasi-permanent nature.

3. The Licensee/Licensees may lay, erect and retain upon the said land structures of purely temporary character only subject to such rules, regulations and bylaws, as may from time to time be made by or on behalf of the Administration or by or on behalf of any local authority in relating hereto and subject to the conditions hereinafter mentioned and shall have to provide at his/their own expenses all the facilities like stands, shelter, enclosures, and other facilities on the said land and premises, and/shall be responsible for keep proper

maintenance of fence boundary wall and surface provided by Railways during the continuance of License hereby granted.

4. The Licensee/Licensees shall before proceeding to erect any structure or structures in pursuance of Clause 3 hereof give a notice in writing thereof to the Divisional Engineer of the Railway of the Division concerned specifying the purposes sites of this temporary structure or structures intended to be erected and shall furnish him with the detailed plan, elevation and specification of such structure or structures and the Licensee/Licensees shall erect such structure/structures save on such site and in accordance with such plan, elevation and specification thereof as shall be first approved by the Divisional Engineer concerned of the Railway.

5. The said temporary structure or structures shall vest in and shall become the property or properties of the Administration and shall be under their sole control and the Licensee/Licensees shall have no right or interest in or claim to the said land or structures (hereinafter called collectively the said premises) whatsoever subject to the provisions of Clause II thereof.

i) The Licensee/Licensees shall use the said premises solely and only for the purpose as aforesaid for which it is licensed and shall not occupy land beyond what is described above, except with express permission in writing of the Divisional Railway Manager concerned.

ii) The Administration shall at all times be at liberty to carry out any changes, repairs, renewals, additions or alterations to any of their structure or structures. In case, for, the above purpose it becomes necessary to dismantle either the whole or any part of the temporary structure/structures erected by the licensee/licensees on the said land, the licensee/licensees shall bear the entire cost. If any work is done by the Administration to the temporary structure/ structures as aforesaid, the cost thereof shall be increased by the usual supervision charges and shall be paid by the licensee/licensees to the Administration immediately on demand. The licensee/licensees shall also reimburse the Administration for any losses or damages caused to the property of the Administration by the erection and or presence of the temporary structure or structures referred to above.

6. The licensee/licensees shall also be liable to the Divisional Engineer which expression shall be deemed to include any person for the time being holding the appointment of Divisional Engineer or any Acting Divisional Engineer or any other person so appointed of the Railway within the Railway Division in which the said premises are situated/free access at all times to the said premises and the licensee/licensees shall whenever so required by the Divisional Engineer forthwith pull down, rebuild or repair any part or parts of such structure or structures which the Divisional Engineer may

consider to be improperly situated or of defective design, construction or material or in want of repairs.

7. The Licensee/Licensees shall have insurance for vehicles against loss, theft or damages etc. due to theft, fire and other accidents. Licensee/Licensees shall pay the premium thereon regularly to Insurance Company and submit receipt to the Railway Administration along with the xerox copy of such insurance policy premium receipt for verification. Licensee/Licensees will make good the losses due to theft, fire, and damage etc. to the owners of the vehicle. Licensee/licensees will get the insurance policy renewed from time to time during the contract period.

8. The Licensee/Licensees shall during the continuance of this license pay to the Administration for the use of said premises under the conditions of this license an annual/quarterly licensee fee of **Rs.-----/- (Rs. ----- only)**. The Licensee/Licensees shall also duly pay during the continuance of this license all cesses, rates, water-charges, taxes and other charges or taxes in respect of the said premises or proportion of all cesses, rates, water-charges, taxes and other charges of taxes of the said premises if Administration deem they are not separately assessed in respect thereof and as may be intimated to the licensee/licensees and any neglect of omission on the part of the servants of the Administration in giving such intimation to recover such charges of taxes shall not prejudice and right of the Administration to recover the correct amount of such charges or taxes due from the licensee/licensees from the date of occupation by him/them of the said premises. The cess and other charges will be payable annually with 1st installment while the license fee will be payable in quarterly installments every year. The quarterly license fee so worked out will be rounded off to the nearest rupee and will be payable as per following programme/plan:

The licensee(s) will, if so permitted by the administration, pay the license fee recoverable in quarterly installments payable as under:-

1 st Installment by the 1 st (month) ----	
2 nd Installment by the 1 st (month) ----	of each quarter during the
3 rd Installment by the 1 st (month) ----	currency of the contract.
4 th Installment by the 1 st (month) ----	

Licensee shall make payments of license fee on or before 10th day of the first month of each quarter (i.e. every three months) during the period of contract irrespective of the date of allotment of the contract. Besides this the contractor shall be liable to make payment of penalty if the due license fee has not been paid by the 10th day of the first month of each quarter. If the Licensee/Licensees delays the payment of amount shown in Clause 8 above, the Administration after giving a grace period of 7 days will have the liberty to impose penalty @ 2% of the amount due for each delay of payment by 7 days or part thereof.

In case of the failure in payment of two subsequent advance quarterly license fee, Sr. DCM at his discretion may decide to terminate the contract by issuing a show cause notice.

i) The Licensee/Licensees shall produce an Income-Tax Clearance Certificate at the end of each year ending the currency of the license.

ii) Validity of License :

Subject to the terms and conditions contained in this Indenture, the License shall be for a period of **three years (3 years)** commencing from the ----- and terminating on the ----- renewable thereafter at the option of the Administration

iii) Cleanliness of premises :

The Licensee/Licensees shall always keep the plot of land in clean and sanitary condition and shall remove all waste or unsaleable properties or whatever other materials or refuse there may be from the said plot of land and vehicles stand and on his/their failing to do so, the Administration may after giving twenty-four hour notice forthwith remove the same at the expense of the Licensee/Licensees and disposes of the same in such manner as the Administration, may in their absolute discretion think fit and such expenses shall be paid on demand by the Licensee/Licensees to the Administration.

10. Licensee/Licensees shall also **deposit** with the Financial Advisor and Chief Accounts Officer of the Railway as a **security deposit of a sum equivalent to 12 months of license fee** and other charges such as cess, water charges, Municipal Tax etc. subject to a maximum of Rs.----- for due fulfillment of this agreement and the said deposit or such portion thereof as may be available shall be refunded to the Licensee/Licensees on the termination of this license provided that /the time of refunding such deposit the licensee/ licensees shall surrender the original receipt granted by the Administration together with a receipt of the refund duly stamped and signed by him/them.

In case the licensee/licensees is/are unable to return the original receipt, he/they shall be required to furnish an Indemnity Bond stamped and executed by him/them. No interest will be paid on the said deposits.

i) Forfeiture of Security Deposit :

In case the Licensee/Licensees makes/make any default in the payment of the rent, tax or any other charges that may be due to the Administration, the Administration shall be at liberty to recover such rent or other dues from the said amount of security deposit, forfeit the balance if any as liquidated damage forthwith determine the Licensee/Licensees and proceed to resume possession in a manner stipulated herein.

11. Railway's right to enhance license fee and other charges :

The Administration reserves their right to enhance the license fee or the cess, rates and water charges as and when necessary to do so and such enhanced charges shall be applicable and recoverable from the Licensee/ Licensees from the date of the notice of enhancement in writing served on the Licensee/Licensees unless the Licensee/Licensees vacate the premises within one month of the said notice.

12. The Licensee/Licensees shall at his/their own expenses and on his/their sole responsibility obtain all other license of licensee (*if any*) necessary for carrying on his/their business, for the subject of this license on the said premises.

12. (i) The Uniform charges ofRupees per vehicle **on hours basis** or part thereof (whether vehicle is kept during day or night) and Rs. per month per vehicle will be recovered from persons offering to keep the cycle.

No such fees will be leviable for parking of vehicles belonging to Railway Administration or vehicles of railway employees duly authorized by Divisional Commercial Superintendent.

To ensure charging prescribed rates for parking vehicles in parking stand, licensee/licensees should give printed coupon for vehicles which shall clearly depict **the name/identification of parking lot, date and time of issue of coupons**, the name of the contractor, Sr. Number on coupons with counterfoils and amount charged for coupon/monthly pass for vehicles stand, as the case may be, to avoid public complaint for charging more rates.

Computerized coupons should be issued by the licensee of parking contract at railway stations (A-1 & A category stations) which shall clearly depict the name/identification of parking lot, date and time of issue of coupons, the name of the contractor, Sr. Number on coupons with counterfoils and amount charged for coupon/monthly pass and if found not issuing computerized coupons will be fined on daily basis with an amount of equal to the per day license fee for the number of days not issuing computerized coupons.

ii) The Licensee/Licensees shall appoint reliable and honest staff in adequate number and only such as are able to control the traffic and one of good moral character and shall furnish their names to the Administration. **The staff of parking contractor shall wear specified uniform at their own cost and also wear on duty ID card issued by Divisional Authority.**

iii) The Licensee/Licensees shall be solely responsible for safe Custody of vehicles parked with him/them and for any loss or damage caused to/of any vehicles in his/their custody and shall indemnify the Administration against all claims/demands/action in respect of any loss or surcharge caused of/to any vehicles in his/their custody.

iv) The Licensee/Licensees shall at all times maintain good behavior and shall not allow the doing of any such act on the premises as might cause injury or annoyance to others or as might tend to cause a breach of peace.

v) The Licensee/Licensees shall pay not less than the fair wages to the workers engaged by him/them, the fair wages being the wages paid for a similar works in the neighborhood and shall otherwise comply with the provisions of the payment under "Payment of Wages Act 1936" or any statutory modification or re-enactment thereof or rules framed there under.

vi) The Licensee/Licensees shall keep a proper record of such payments etc. and submit a certificate every month to the Administration of his having done so. The records shall be open to inspection by the Railway Administration or any persons authorized by them.

vii) "The Licensee/Licensees shall display a board duly painted at conspicuous places at and inside the four wheeler vehicles stand, exhibiting the daily and monthly parking charges four wheeler vehicles as laid down in this agreement."

13 (A) The privileges in Clause I hereof mentioned are granted on the express understanding that the licensee/licensees shall be at liberty to determine and to put an end to the license, any time after the expiry of the period of 12 months from its coming into force, without being liable for loss or damage which the Railway Administration may suffer by reason of such determination, by giving the Railway Administration three months prior notice in writing of his intention to terminate the agreement.

(B) It shall be lawful for the Railway Administration to determine the agreement and to put an end at any time without assigning any reason and without being liable for loss or damage which the licensee/licensees may suffer by reason of such determination by giving the licensee, three months prior notice in writing of its intention to terminate the agreement.

(C) Any notice hereunder shall be deemed duly served on the licensee/Licensees, if delivered or sent by Registered Post -Acknowledgement Due to his/their address mentioned below.

(D) If the license is determined before the expiry of the license period by the licensee in pursuance of Clause 12 or by the Administration due to default of the licensee in pursuance of Clause 20 or any other clause, the licensee will not be entitled to any refund of license fee for the unexpired period. However, if the license is terminated before the expiry of license period by the Administration without any default on the part of the Licensee, the Administration may at its sole discretion refund such portion of license fee as may be considered reasonable and the decision of the Administration in this regard shall be final and binding on the Licensee.

14. Upon such a notice of determination being given as aforesaid licensee/ licensees shall put down and remove the said land at their own expense on the determination of this license all structures erected as or above and restore to its former condition, the land forming the site thereof and if default shall be made herein, the Administration may after the expiry of the said period carry out so much of such pulling down, removal and restoration as the licensee/licensees may fail to complete and all expenses incurred herein as increased by the usual supervision charges shall be paid by the licensee/licensees to the Administration on demand being made thereof.

15. Nothing herein contained shall be construed to create a tenancy or any claim or any right or interest or easement in favour of licensee/licensees or in or over the said premises or to permit the licensee/licensees to transfer or to sub/let the benefit under this license.

i) In all cases where the said plot of land is adjacent to railway lines or sidings of the Administration over which trains are worked or shunting operations are conducted, the licensee/licensees shall appoint responsible person(s) who shall be rested at all time whenever any labour is engaged on the said plot to take all precautions to prevent accidents to life and property and more especially to see that all children are kept at a safe distance from the lines of the Administration.

ii) The Administration shall not be responsible for any loss or damage of any sort which may happen to the property of the licensee/ licensees or to which the licensee/licensees may be put from any cause whatsoever.

16. The Licensee/Licensees hereby declare/declares that the name **Shri** -----
----- is the name in or under which he/they carry on business by himself/themselves and that it is not the name of any other firm in which he/they carries/carry on business in partnership and that he/they do/does not carry on business in partnership with any other person or persons and that in case it shall at any time hereinafter appear that the said declaration herein contained or any part thereof is not true. In fact, the Administration shall not be bound to recognize any person or persons other than the Licensee/Licensees as being in any way interested or concerned in this license or in any benefit to accrue there under and that the Administration shall in addition be at liberty by a notice in writing under the hand of Divisional Railway Manager, Railway, addressed to the Licensee/Licensees or to either or any of them or to his/their or either or any of his/their heirs, executors or assignees in insolvency as the case may be immediately to put an end to this license or that the licensee/licensees and any person or persons who may alleged that they have any interest in this license, shall have no claim on the Administration by reason of this license being terminated in pursuance of the provisions contained herein.

17. The Licensee/Licensees jointly and each of them severally shall at all times keep the Administration, their offices and servants harmless indemnified against and shall reimburse to the Administration their Officers and servants o any of them all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever including any claims under the Workmen's Compensation Act, 1923 and any amendments thereof which the Administration, their Officers or servants may sustain or incur or become liable to pay by reason or in consequence of any injury or accident to any person or to any property whatsoever, whether owing to the neglect, carelessness or any other conduct whatsoever of the licensee/licensees his/their or either of his/their agents, servants and others in his/their employment during the use by him/them of the license of the said premises or by any part thereof.

18. If the licensee/licensees or either or any of them shall die or be adjudicated an insolvent during the continuance of the license hereby, granted this license shall absolutely cases and determine so far as it concerns the estate of the party or parties so dying and the heirs, executors or Administration or other legal personal representatives of the party or parties so dying or assignees in insolvency as the case may be shall have no interest whatsoever under this license. And provided also that nothing therein in this clause contained shall be deemed to prejudice or to affect any claim which the Administration may have against such heirs, executors or Administrators or other legal personal representatives or assignees in insolvency as the case may be for or in respect of any

breach of any of the terms and conditions herein contained by the party or parties so dying as aforesaid during his/their life time or lifetimes or any right of indemnity the Administration may have under and by virtue of the provisions of Clause 14 hereof. And provided also that this clause shall not be deemed to prevent a surviving licensee/ licensees from enjoying the privileges of the license in the same manner as he/they should have been entitled to do if none of the licensee/licensees had died during the continuance of this license.

19. Following Sub-sections of Section 108 of the Transfer of Property Act, 1882 save in so far as the same may be reproduced by those present shall not apply to the rights and liabilities of the parties hereto respectively under this Agreement namely Sub-sections (a) to (j); (m) to (o), (p) and (q).

20. The Licensee/Licensees shall be liable to pay such penalty as the Railway Administration may inflict for complaints against the Licensee/Licensees Managers etc., which in the opinion of the Railway Administration are bonafide and substantiated. Without prejudice to the other remedial, which may be available under the agreement, the licensee/licensees shall be liable to pay at the sole discretion of the Railway Administration also penalty not exceeding a sum of Rs/- for any action in contravention of any of the clauses of this agreement.

i) The penalty so levied shall be paid by the licensee/licensees within a week of the date of demand for payment and failing the same, this agreement may be terminated.

21. If the licensee/licensees or either or any of them shall commit any breach of any of the provisions of this license or the event of the failure of the licensee/licensees to pay sum due from them under this license, the Administration shall be entitled to determine this license at once by a notice in writing under the hand of Division Railway Manager of the Railway addressed to the Licensee/Licensees whereupon this license shall absolutely cease and determine and the Administration shall thereupon be entitled to pull down and to remove structure or structures which may have been erected by the Licensee/Licensees upon the said land in pursuance of Clause 3 hereof and to seal any materials and things so removed and to apply the proceeds of sale in or towards the expenses of restoring the said piece of land or ground upon which they are effected to its former conditions and towards all other expenses incurred by the Administration in this behalf as increased by the usual supervision charges and towards any loss or damages caused to the Administration in consequence of the breach of this license by the

Licensee/Licensees and to recover any deficiency from the Licensee/Licensees on demand being made therefor.

22. Any money recoverable from the contractor either under this contract or any other contract can be recovered from any money payable to the contractor under this contract or any other contract.

23. The licensee/licensees shall pay all legal expenses, stamp duty, registration and translation charges and all other costs, charges and expenses incurred in connection with those present.

24. Any notice to be given to the Licensee/Licensees under the provision of these present shall be addressed to **Shri.** -----

25. Subject to otherwise provided in this agreement all notices to be given on behalf of the President of the Union of India and all other actions to be taken on his behalf may be given or taken on his behalf may be given or taken on his behalf by the Chief Commercial Manager of Railway.

26. All disputes, questions or differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise here in force specifically provided for) shall be referred to the sole arbitration of any person appointed by the Chief Commercial Manager, Railway at the time of such appointment. There will be no objection to any such appointment that the person appointed is a Government servant, that he has to deal with the matters to which the agreement relates and that in the course of his duties as such Government servant he had expressed the views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to the agreement. It is a term of this Agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such Chief Commercial Manager, Railway as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with terms of this agreement, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this agreement that no person other than a person appointed by the Chief Commercial Manager, Railway as aforesaid should act as Arbitrator and if for any reason that it is not possible the matter is not to be referred to arbitration at all. Subject as aforesaid, the provision of the Arbitration

Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder from time to time shall apply to such arbitration. The Arbitrator may with the consent of the parties extend from time to time, the tenure for making and publishing the award. The venue of arbitration shall be

27. IN WITNESS WHEREOF, Divisional Railway Manager (C) of the
Railway, for and on behalf of the Union of India and **Shri.** -----

Licensee has here up to set their respective hands on the day and year above written.

Signed by
Sr. Divisional Commercial Manager,
Pune.
Of the Railway in presence of

Sr. Divisional Commercial Manager,
..... Railway,
For & On behalf of the President
Of the UNION OF INDIA.

Witness:
.....

Signed by above named
.....
in the presence of Station Manager of
..... Railway,

Witness:

.....
LICENSEE / LICENSEES