

Before The Hon'ble National Green Tribunal
Eastern Zone Bench, Kolkata

OA No. 211 of 2025

Youth United for Sustainable Environment Trust

..... Applicant

-VERSUS-

State of Odisha and Others

..... Respondents

INDEX

SL.No.	Particulars	Annexures	Page No.
1.	Counter Reply		1 to 8
2.	The copy of agreement between Railways and M/s Ramco Cement Ltd on dt. 03/12/2020 and CCM/ECOR's Commercial Circular No. 258 (G)/2020 dt. 05/10/2020 .	R/1	9 to 37
3.	copy of demand and supply of rakes by Railway at private siding of M/S Ramco Cement Ltd.	R/2	38

Date:- 10/25/26

Place:- Kolkata

Ashok Prasad

Ashok Prasad

Advocate

Counsel for UOI

9883069404

Email id. ashokadvhc@gmail.com

**Before The Hon'ble National Green Tribunal
Eastern Zone Bench, Kolkata**

OA No. 211 of 2025

Youth United for Sustainable Environment Trust

..... Applicant

-VERSUS-

State of Odisha and Others

..... Respondents

**REPLY ON BEHALF OF THE RESPONDENT NO.6 EAST
COAST RAILWAYS.**

MOST RESPECTFULLY SHEWETH:

I, Anil Kumar S., Aged about 43 years, S/o- Chenna Keshavulu S,
working as Senior Divisional Commercial Manager, East Coast
Railway, Khurda Road Division, At/Po-Jatni, Dist-Khordha Odisha
do hereby solemnly affirm and declare as follows:-




वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व तट रेलवे, खोर्धा रोड
E.Co.Rly., Khurda Road

1. That I have read and under stood the contents of the Original Application and duly authorised and competent to file the present reply.
2. That it is humbly submitted that before going to Respond Para wise comment to the Original Application, the answering respondent seeks leave to place preliminary objection before the Hon'ble Tribunal.

BRIEF SUBMISSION:-

M/s Ramco Cement Ltd is a private siding and it is notified vide CCM/ECoR's Commercial Circular No. 258 (G)/2020 dt. 05/10/2020. Railways has executed the Private Siding Agreement with M/s Ramco Cement Ltd on dt. 03/12/2020.

The copy CCM/ECoR's Commercial Circular No. 258 (G)/2020 dt. 05/10/2020 and agreement between Railways and M/s Ramco Cement Ltd on dt. 03/12/2020 are enclosed herewith and collectively Marked as **Annexure- R-1**.

That as per the standard format of Private Siding Agreement, Railway is only concerned with supply of empty/loaded rakes(wagons) and movement of rake inside the siding. As a



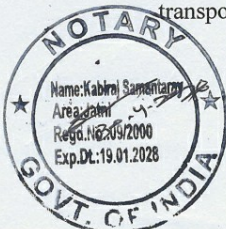

वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Dlvl. Commercial Manager
पूर्व नट रेलवे, खोर्धा रोड
E.Co.Rly., Khurda Road


transporter, Railways supplies wagon rakes to the private siding as per the availability of demand as placed by M/s Ramco Cements Ltd.

The Railways has no control whatsoever in the activities of the private siding owner M/s Ramco Cement Ltd inside the siding & hence Railway can't be blamed for any acts of M/s Ramco Cement Ltd.

PARA WISE REPLY

1. That the contents of Para 1 to 3 of the Original Application are denied as wrong, false and devoid of any merit save for what are matters of record. It is submitted that the Agency, M/s. Ramco Cement Ltd, is a private siding, operating its own railway siding under its control and Railway has no control over its activities as mentioned in the said paragraph.
2. With regards to the paragraph 4(a) of the original Application, it is humbly submitted that M/s. Ramco Cement Ltd. placed indent for supply of empty rakes for transportation of cement to various destinations.




वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व नट रोड, खोर्धा रोड
E.Co.Rly., Khurda Road

Accordingly the Railway Administration supplied rakes for loading based on availability of indents.

A copy of demand and supply of rakes by Railway at private siding of M/S Ramco Cement Ltd. is annexed herewith and Marked as Annexure R-2.

There has been no incidence of denial of rake to the said customer, nor there has been any restriction imposed for the movement of traffic to and from the siding of the said customer. Moreover, maintaining the Rail-Road coefficient is the responsibility of customer as Railway has no role in the traffic plied over road.

It is pertinent to mention here that, M/s Ramco Cement Ltd has not applied for permission from Railway for additional railway corridor for the proposed expansion if any till date.

3. With regards to the paragraph 4(b) to (d) and 5 to 7 of the Original Application, it does not pertain to answering respondent hence, does not warrant any reply.
4. That the contents of the para 8 of the Original Application,



It is pertinent to mentioned that it is the responsibility of the


वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व तट रेलवे, खोरधा रोड
E.Co.Rly., Khurda Road

private siding owners to obtain CTO from the State Pollution Control Board, Odisha. Railway has no role/involvement in obtaining CTO of any steps facilitating the grant of CTO to M/s Ramco Cement Ltd. As such, Railway doesn't keep track of the availability of CTOs with the Siding owners as it is not a requisite document for opening/running a private siding.

5. M/s Ramco Cement has applied CTO permission directly to State Pollution Control Board, Odisha and the same was granted by SPCB(State Pollution Control Board), Odisha. Railway has no role for applying CTO for the M/s Ramco Cement Ltd nor has taken any steps facilitating the grant of CTO to M/s Ramco Cement Ltd.

6. That in reply to this para no. 9 of the Original Application, it humbly submitted that, all inwards rakes carrying raw materials are unloaded inside M/s Ramco Cement Ltd sidings and Railway has never imposed any restriction /prohibited unloading process inside the siding as per

contract agreement.




वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व नट रेलवे, खोरधा रोड
E.Co.Rly., Khurda Road

Apart from the above, Railway has supplied the rakes to M/s Ramco Cement Ltd as per the indents placed by the siding owner. As such there is no clause available in the contract agreement signed between Railways and M/s Ramco Cement Ltd, which mandates that, inward/outward traffic not to be less than 90%. Hence, Railway can't compel the said customers to maintain the 90% of the inward/outward transportation by Railways. Moreover, maintaining the Rail-Road coefficient is the responsibility of Party as Railway has no role/control in the traffic plied over road.

The applicant has mentioned that only 15% to 20% of the finished product is transported through Railways. However, Railway is neither aware nor can verify the data furnished by the applicant about the transported quantity of the final product by Road and Railway.

The Railways only have the data of the number of rakes arrived and dispatched from the siding and quantity of consignment carried by Railways to and from the siding of



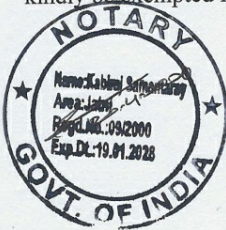
वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व तट रेलवे, खोरथा रोड
E.Co.Rly., Khurda Road

the said customers. The same information was provided vide letter dtd. 10/10/2025 to the applicant in response to his RTI application.

7. That with regards to the para 10 of the original application it is humbly submitted that, *The Railway has shared the data through RTI for the rakes transported through Railways and* Railway is not aware about the data/figure furnished by the applicant about the transportation of 15% of the final product.
8. That with regards to the para 11 to 23 of the original application, it does not pertain to answering respondent hence, does not warrant any reply.

PRAYER

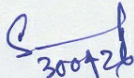
In view of what has been stated hereinbefore, it is respectfully submitted that the application may kindly be disposed with orders/ directions as deemed fit and proper in the facts and circumstances of this case. The answering respondent may kindly be exempted from personal appearance forthwith.




वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व तट रेलवे, खोरथा रोड
E.Co.Rly., Khurda Road

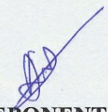
VERIFICATION

Verified at Jatni on this 30th of April, 2026, that the contents of the above affidavit are true and correct to the best of my knowledge. No. part of it is false and nothing material has been concealed therefrom.

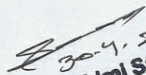

30/4/26
Identified by me

Advocate, E. V. Sethi, Jatni

DEPONENT


वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व तट रेलवे, खोरधा रोड
E.Co.Rly., Khurda Road




30-4-2026
Kabiraj Samantaray
NOTARY PUBLIC JATNI
GOVT. OF ODISHA
GOVT. OF INDIA



ଓଡ଼ିଶା ओडिशा ODISHA

K 639811

Agreement No. PCCM/FS/Sdg/RAMCO/HDS/2020/1

**EAST COAST RAILWAY
PRIVATE SIDING AGREEMENT**

MEMORANDUM OF AGREEMENT made this 02nd day of December 2020 Between The President Of India, acting through the East Coast Railway Administration (hereinafter called "the Railway Administration") of the one part and Ramco Cements Limited , a company incorporated in India and having its registered office at Ramamandiram, Rajapalayam- 626117, Tamil Nadu (hereinafter called the applicant) of the OTHER PART through Shri. Ajit Kumar Paul, Assistant Vice President (project) of Ramco Cements Limited , Aged about 55 yrs. S/o Abani Mohan Paul , resident of 1E Tolly Gardens, 4 Moore Avenue, 55 M. B. Sarani, Regent Park, Kolkata- 700040.

WHEREAS The Applicant is desirous of having a private siding laid by the Railway Administration at Haridaspur from the Haridaspur station yard of the East Coast Railway taking off from Kilometer No. 368.89 between Haridaspur station and New Garh Madhupur Station of the East Coast Railway as shown in red and green on the plan bearing CE's. No. SDG.10056/20 hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated A/Po - Haridaspur District - Jajpur, Odisha - 755024.


AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur,

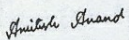
बतिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व तट रेलवे खोर्दा रोड
E. Co. Railway, Khurda Road

AND WHEREAS the Railway Administration is willing to lay the said siding 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
 - (A) Words importing the singular number include the plural number and vice versa.
 - (B) "Person" includes a firm or other association or body of individuals and a Company or other Corporate Body.
 - (C) "The Railway Administration" means the President of India, acting through the General Manager for the time being of East Coast Railway and any officer of the East Coast Railway authorized by any such General Manager to deal with any matters, with which these presents are concerned.
 - (D) "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.
 - (E) "Works" means the premises belonging to or occupied or used by the Applicant which are connected with the East Coast Railway system by the siding herein before mentioned.
 - (F) "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 East Coast Railway system as now or hereafter constituted and all engines and rolling stock (whether belonging to the East Coast Railway system or not) passing over such system.
 - (G) "East Coast Railway system" includes Private and Assisted sidings constructed by the Railway Administration for the use of other persons.
 - (H) 'Siding' 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, ballasts, 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.


AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Delsha Grinding Plant, Haridaspur


बिरेल मंडल वाणिज्य प्रबन्धक
Sr. D.M. Commercial Manager
पूर्व टट रेलवे खोरया रोड
E. Co. Railway, Khurda Road


- 11 -

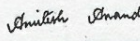
The siding shall cover only that portion of track network on which Railway rolling stock will ply. The network utilised by the Company/ Party for their internal use shall not form part of the siding defined herein."

- (I) "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 siding and generally all works which have to be abandoned, if the siding be closed.
- (J) "Permanent Way Materials" includes girders, rails, sleepers, fastenings, points and crossings, fencings, signaling, interlocking and telecommunication equipment and overhead structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipments necessary for working the siding.
- (K) "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 of a minor's property, the committee of a 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.
- (L) "Departmental charges" means the charges leviable by the Railway Administration, when work is undertaken by the "Railway" for outside parties, in terms of the Indian Railways Code For Engineering Department (as revised from time to time).
- (M) "Overhead charges": This, in the context of siding construction includes Departmental and General Charges, as decided/revised by the Railway from time to time.

* Note : Forms of Description Of the Applicant -

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


AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur


बकिंग मंडल बाणिज्य प्रबन्धक
Sr. D.M. Commercial Manager
पूर्व हट रेलवे खौरापा रोड
E.Co, Railway, Khurda Road


- (d) (Where a partnership firm is the Applicant and the names of the partners 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).
- (e) (Where a partnership firm is the applicant and the names of the 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)".
- (f) (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)".
- (g) (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.

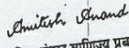
2. Agreement To Construct Siding :

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 the said siding, from _____ (length of siding) Kilometers on _____ (Name of portion) Branch as shown in red and green on the plan annexed hereto (bearing CE's No.SDG. 0056/20) connecting the Applicant's work known as Ramco Cements Limited situated at or near Haridaspur in the district of Jajpur with the system at or near Haridaspur Station on East Coast Railway.


3. Preliminary Survey expenses And Departmental Charges:

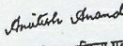
(a) (i) The Applicant shall bear and pay to the Railway Administration in advance a sum of Rs. _____ (Rupees _____) for the _____ first track kilometer or part of a track kilometer of the siding required and a sum of Rs. _____ (Rupees _____) for every 1/2 track kilometer or fraction thereof in excess of one track kilometer, as cost of survey and preparation by the Railway Administration of the plans and estimates for the siding when the same will traverse in a flat terrain, but in case of sidings through a difficult terrain of which the Railway Administration shall be the sole Judge, the Applicant shall pay such sum as may be fixed by the Railway Administration.


AJIT KUMAR PAUL
 Asst. Vice President- Projects
 The Ramco Cements Limited
 Odisha Grinding Plant, Haridaspur


 सचिव मंडल वाणिज्य प्रबन्धक
 St. Divl. Commercial Manager
 पूर्व स्ट रेलवे खोरवा रोड
 E. Co. Railway, Khurda Road

- (ii) The amount of Rs. _____ (Rupees _____) and Rs. _____ (Rupees _____) respectively as stated above are subject to increase from time to time at the sole discretion of the Railway Administration on the circumstances of each case and the Applicant shall be bound to bear and pay such sum.
- (iii) Single copies of such plans and estimates shall be sent to the Applicant on completion. If additional copies of such plans and estimates are required to be supplied, the Applicant shall have to pay such additional charges, as may be levied by the Principal Chief Engineer of the Railway. If the Applicant shall desire any alterations to such plans involving further survey work, the Applicant shall pay to the Railway Administration in advance, the cost of such further survey and the preparation of amended plans and estimates at the rates and terms, as stated above in addition to the cost before mentioned.
- (iv) Provided, however, that where a subsidiary or auxiliary line requiring additional survey work is proposed to be constructed off the main siding, but forming part of the same; the additional length of such divergent line shall be reckoned in calculating the survey charges.
- (v) Provided further that the amounts mentioned in this clause shall not be refundable under any circumstances when survey work has started; but if the survey work is not started at all, the amount may be refundable deducting such expenses as may be incurred.
- (b) When the work of survey and construction of private siding is allowed by the Railway, to be carried out by the party through an Approved Consultant/ Consulting Firm/ Consulting Engineer and not under Railway supervision, the General Charges shall not be leviable and only 4% charges of the total project cost, towards Survey and Final Inspection in terms of Para 1829 of Engineering Code shall be leviable. Accordingly, applicability of charges as prescribed therein shall be advised to the party and the stages mentioned in the Engineering Code for collection of charges from the party shall be followed.
- Thus, the total charges (including all overhead charges) to be recovered from the party shall be as follows:
- (i) Surveys: (1) 1% of the assessed cost of the project at the stage proposal of the party for undertaking the survey is approved by the Railway.
(2) Balance amount to complete 2% of the Estimated cost of the project, while applying for the final approval of the complete works.
- (ii) Final Inspection: 2% of the cost of a project while applying for final approval of the complete works.


AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Disha Grinding Plant, Haridaspur


बरिष्ठ मंडल वाणिज्य प्रबन्धक
Sr. DM, Commercial Manager
पुर्वे टाट रोडवे खोरपा रोड
E. Co. Railway, Khurda Road

- 14 -
4. **LAND :** (a) The Railway land required for providing connectivity to the siding shall be licensed to the Applicant. The applicant shall have to pay for land license fee at the rate of 6% per annum of the market value of the land or at such rate as may be revised from time to time. This license fee will be revised every year with a notional increase in land value @ 7% per annum. or at such rate as may be revised from time to time over the previous year's market value of land to arrive at the land value of current year. The land outside the Railway Boundaries shall be acquired by the Applicant at his cost.
- (b) License Fee of Land: The Applicant shall pay to the Railway administration in advance on the first day of April every year such sum of money, as may be fixed by the Railway administration from time to time as yearly license fee for the use and occupation of land belonging to the Railway administration upon which the portion of the said siding and works colored red on the said plan shall be situated, the first payment thereof to be made on the 1st day _____ 20 ____.
- (c) The Land License Agreement containing detailed terms and conditions is appended herewith as Annexure.

(Note - In case, Railway Land is given to other government department/ PSU on lease, Land Leasing agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway)


5. Sub-grade work :

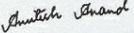
The sub-grade work, culverts and bridges, drains, pitching and protection work and ballast supply shall be carried out at the cost and expense of the Applicant either by his own agency or by the Railway Administration on his request. When the works or part of them are carried out by the Applicant, the 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. The Applicant shall have to pay the General Charges for establishment, Departmental Charges and other Overhead Charges as provided in extant orders of the Railway Administration, on the estimated cost of the work depending on the agency of execution.

6. Payment By The Applicant Against The Total Estimated Cost :

- a) The Applicant shall pay in advance to the Railway Administration the total estimated cost of the work to be done by Railway Administration including all Overhead Charges as per the extant rules. After completion of the work and certification in writing by the Railway Engineer, the completion cost of the works shall be arrived at with the cost of materials and labour based on actual and overhead charges as per rates, fixed from time to time added to it.


In case the completion cost is lower than the amount deposited, the difference shall be paid back to the Applicant and vice versa. No interest shall, however, be payable by the Railway Administration on any such amount refundable to the Applicant. If the amount actually expended by the Railway Administration for the construction of the siding exceeds the amount paid in

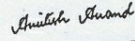

AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Dadlsha Grinding Plant, Hardaspur


बनित मंडल वाणिज्य प्रबन्धक
Sr.D.M. Commercial Manager
पूर्व गेट रेलवे खोर्सा रोड
E. Co. Railway, Khurda Road

advance by the party, the Applicant shall pay to the Railway Administration, on demand, the excess amount forthwith in case the excess amount is up to 25% above the estimated cost. If the excess is more than 25% of the estimated cost, a revised estimate shall be supplied by the Railway Administration as and when such excess amount is known and the Applicant will forthwith deposit the excess amount, so involved.


- b) The Railway Administration may execute the work by its own labour/through contractor or other agencies. If the Railway Administration incurs any additional liability arising out of litigation or arbitration award or any other dispute etc. after sanction of the Estimate/ Drawing, physical progress of this work or even after sanction of Commissioner of Railway Safety; the Applicant shall have to discharge the debt liability and he shall be bound to pay the same within one month, from the date of the written demand in this regard.
- c) **Capital Cost:** The capital cost of all traffic facilities such as 'Y' connection, additional lines at the serving station, crossing stations, patch doubling of the section etc. shall be fully borne by the railways. The distance for charging of tariff, for each 'Y' connection shall, however be inflated/increased by 5(five) kilometers. However, the capital cost for augmenting the facilities, within the premises of siding owner shall be borne by the siding owner.
- d) **Capital Cost, If Borne By Siding Owner:** In case the siding owner desires to bear the capital cost of traffic facilities to expedite commissioning of his siding, the following shall be applicable :
- (i) The works of connectivity, 'Y' or otherwise and any additional loop line at the serving station, may also be executed by the siding owner. However, such a facility shall be used as a common user facility by Indian railways.
 - (ii) The common user facilities, if executed by the party, shall only be done through Railway's approved contractors/consultants, unless permitted in exceptional circumstances, with the approval of General Manager. The provisions given in various Railways Codes and Manuals, extant instructions, issued by Railway from time to time and statutory provisions, stipulated in various Acts of Government of India, shall be followed in all respect.
 - (iii) The facilities at the station, so created by the siding owner shall be used not only by the party who financed these, but also by other users and the assets, so created, shall belong to the Indian Railways and shall be maintained & used as any other Railway assets by the Railway. The investors shall not be eligible for any return/concession in lieu of such use of these assets by the Railways or any other rail users. The investors shall also not qualify for any preferential treatment in the matter of utilisation of these assets.
 - (iv) The common user traffic facility shall become property of Railway Administration and the investor shall have no claim to these assets.
 - (v) The license fee of land for 'Y' connection for providing connectivity to the private siding on Railway land or any other connection serving the private party exclusively shall be

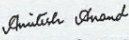

A.JIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur


बनिरुद्र मंडल बाणिज्य प्रबन्धक
Sr. D.M. Commercial Manager
पूर्व गेट रेलवे खोर्दुरा रोड
E.Co. Railway, Khurda Road

charged as per extant policy, as revised from time to time by Railways, at its sole discretion.

- (vi) No license fee will be charged for the common user traffic facility at the station from the siding owner. Common user traffic facilities are those facilities which facilitate the Railway traffic operations at the station. Classification of any facility as a 'Common User Traffic Facility' shall be certified by CTPM on the siding plan during approval of the plan by the competent authority.
- (vii) The Railway land needed for connectivity to the private siding including engine escape line and shunting neck exclusively required for placement and withdrawal of rakes from private siding shall be based on local conditions & terrain and taking into consideration Railway's future requirement. For providing connectivity, Divisional railway Manager of the Division (Sr. DOM & Sr. DEN to coordinate) shall identify and decide upon the area to be licensed and send recommendations to the HQ of the Zonal Railway for approval as per extant policy. In addition, railway land, if available and not required for railway's operational/ developmental works, can be given on lease to other government departments/ PSUs for laying their own private siding as per extant instructions. (Authority Rly Board's letter no. 2011/LML/18/17 dt 21.08.12 & 2001/LML/13/53 dated 04.10.2001)*
- (viii) The Railway shall permit use of the siding or any extension for the traffic of any other person/s upon payment by such person/s to the original applicant (i) of such portion of the cost originally paid by the applicant to the Railway Administration, in respect of the land, sub-grade & track works or (ii) tollage for such use, as shall be decided by the General Manager of the Railway Administration.
- (ix) The use of siding or any extension shall be so conducted in a manner that has least interference with the free use of the siding by the original applicant whose traffic shall have precedence.
- (x) Physical work for providing connectivity to private siding shall be done towards the end of the construction of the siding.
- (xi) All developments for the proposed traffic facility works at the station shall be as per Railway's approved designs & drawings and constructed as per Railway's approved standards & specifications. In case the investor siding owner desires execution of the work by Railways, he The investor shall be required to deposit the full cost of construction, calculated alongwith departmental charges as per Codal provisions, in advance, before commencement of the work.
- (xii) Maintenance and operation of these assets, at the station including staff costs shall be the responsibility of the Railways.


AJIT KUMAR PATIL,
Asst. Vice President- Projects
The Ramco Cements Limited
Ddisha Grinding Plant, Haridaspur


बॉनिस मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्व तट रेलवे खोर्धा रोड
E. Co. Railway, Khurda Road

7. **Various Assets And Their Maintenance :**

7. (a) **Permanent Way :** The Applicant shall provide and deliver at site the Permanent Way and other materials in accordance with the Railway Administration's standards and specifications as per the Railway Administration's estimate or if agreed, by owner of the siding, Railway can also arrange the P-Way materials at the site at owner's cost. On completion to the satisfaction of the Railway Administration of the sub-grade work the permanent way materials shall be laid by the Railway Administration. All charges incurred in laying and fitting the permanent way materials and all other equipments, which may be provided, including freight at public tariff rates, materials trains and handling charges shall entirely be borne by the Applicant.

In addition, the applicant shall bear Departmental and Other charges as may be fixed by the Railway Administration from time to time on such cost, borne by the Applicant. The Railway Administration may also, if so required by the Applicant, provide any station machinery required upon payment by the Applicant in advance of such cost and charges in respect thereof, as shall be fixed by the Railway Administration.

7. (b) **Electrification Of Siding :**

(i) **Existing Sidings:**

While undertaking electrification of main line, all existing sidings on this section shall be electrified at Railway's cost, provided it is operationally justified by COM of that Zonal Railway. While preparing the abstract estimate for any new electrification project; GTKMs and cost of electrification shall be taken for main line as well as sidings combined together for calculating the ROR of the overall RE project (i.e. including both main line & sidings).

(ii) **New Sidings:** In case of new siding, in the electrified territory or the territory approved for electrification, the entire cost of electrification of siding shall be borne by the siding owner. This shall also apply to the Military Sidings.

7. (c) **OHE Maintenance (Both New & existing) :**

(i) OHE Maintenance cost, for existing as well as new sidings, shall be borne by the siding owner in accordance with Railways guidelines. Railway will carry out necessary inspection of maintenance work once in six months (Freight Marketing Circular No.6 of 2020 dtd. 23.06.2020).

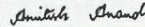
(ii) In case of theft of OHE in the siding premises, restoration shall be done by the Railways, but cost of such restoration shall be borne by the siding owner.

7. (d) **C&W Examination :**

(i) **New Sidings:** If on operational grounds it becomes necessary to develop the maintenance facility for rakes handled in the siding; for the maintenance facility including prescribed equipments inside the siding, capital cost on one-time basis shall be borne by the party. Regular upkeep of these facilities shall be the party's



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Jdisha Grinding Plant, Haridaspur



बॉरिड मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व हट रैलवे खोर्धा रोड
E. Co. Railway, Khurda Road

responsibility. Running repairs of rolling stocks including material and staff cost in all cases shall, however, be borne by the Railway. In case of POL and other hazardous materials, some facilities exclusive to those commodities, such as permanent catwalks, steam cleaning and flame proof lighting may be developed at party's cost in the Railway Yard, if required.

- (ii) Existing Sidings: Regular facilities for C&W examination shall be planned only if the level of loading/unloading is five or more rakes per day. In cases, where C&W facilities are essentially required to be provided as part of Private Siding, taking into consideration the volume of traffic and pattern of operation, apportionment of the cost shall be done as per Board's letter no. 84/WV/SP/24, dated 8.1.85 (and as amended from time to time).

Accordingly, the capital expenditure on construction of sick lines/train examination lines (excluding recoverable P. Way materials) and cost of staff quarters shall be borne by the siding owners; while Railways shall bear cost of tools & plants, consumable stores re-coverable P. Way materials and recurring expenditure on staff involving normal examination & repairs to rolling stocks. However, in exceptional cases enlisted in Railway Board's letter no. 77/M(N)/951/36, dated 13.04.1981, the siding owners shall bear all the expenses for examination, certification, repairs etc. including staff costs.


7. (e) Maintenance Of S&T Assets :

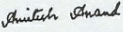
- (i) Maintenance of Signal & Telecommunication equipment, provided at the take off point of the siding and linked to main line Railway Track, shall be maintained by Railway at its own expense.

If signal maintenance is to be carried out by Signal Department, the P. Way Maintenance shall be done by Engineering department to ensure compliance of various maintenance norms of IR. (Freight Marketing Circular No.6 of 2020 dtd. 23.06.2020).

- (ii) Maintenance of Signal & Telecommunication equipment inside the siding, which includes Block Instrument & communication Equipment, Interlocking of Points & Signals, Level Crossing Gates and Centralized Operation of Points & Signals, Level Crossing Gates and Centralized Operation of Points & Signals etc. shall be done by the Party at their cost. Maintenance shall be got done by sources (contractors) approved by the Railways employing Railway certified Signal Technicians, Supervisors & Engineers (Freight Marketing Circular No.6 of 2020 dtd. 23.06.2020).

- (iii) Periodicity of inspection of equipments inside the siding shall be once in a quarter. Railway shall inspect the installation at the level of Sr. Section Engineer to ensure the safety and reliability aspect of Signal & Telecom equipments. Cost of Supervisor's inspection & supervision shall be charged to the siding owner.


AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Dadlaha Grinding Plant, Haridaspur


बॉरिङ मंडल बाणिज्य प्रबन्धक
Sr.DM. Commercial Manager
पूर्व गट रेलवे खोरसा रोड
E.Co. Railway, Khurda Road

8. (a) Maintenance And Other Charges For The Portion Of Siding Within Railway Land:

(i) The Applicant shall also pay to the Railway Administration towards the ordinary maintenance of the said siding within Railway boundary (coloured red on the said Plan), viz. the permanent way, sub-grade work etc. at such rates, as may be fixed by the Administration from time to time. Such charges shall be paid in advance within seven days after every 31st day of March. Such yearly payments shall include all items up to the last day of respective financial year.

Provided that the entire cost of recoupmnt of ballast, renewal, replacement or strengthening of permanent way etc. shall be deemed to be special repairs and the applicant agrees to pay on demand the full expenditure incurred by or through the Railway Administration on this account. For this purpose, Railway administration would prepare an estimate, based on actual expenditure which would include Departmental Charges and contingency as per the extant rules.

(ii) The applicant agrees that any special emergency repair works which may be necessary for the safety of the siding (the Railway Administration being the sole Judge for this purpose) shall be done by the Railway Administration at the cost of the Applicant and the Applicant agrees to pay, on demand, any expenditure incurred by or through the Railway Administration on this account.


8. (b) Maintenance And Other Charges For The Portion Of Siding Outside Railway land :

(i) The Applicant shall at their own cost and expenses in all things and to the satisfaction of the Railway Administration and if required, by the Railway Administration under its supervision, maintain in good order and repair the said portion of siding (on their own land, delineated and (coloured green on the said plan). Such charges, as may be fixed by the Railway for the maintenance & supervision rendered, shall be paid by the Applicant.

The Inspection Charges shall be calculated as per details mentioned in Annexure 'B' of Railway Board's Circular no. 2013/CE -I/SP/1, dated 25.02.2015 with updation from time to time.

(ii) Provided, however, that the Railway Administration may, at the request of the Applicant, undertake at any time, the ordinary maintenance of the said portion of siding (coloured green) on the Applicant paying annually to the Railway Administration in advance maintenance charges at such rates, as may be fixed by the Railway Administration from time to time.


The maintenance charges, when taken for ten years in advance shall be worked out as per procedure mentioned in Annexure 'A' to Railway Board's Circular 2013/CE - I/SP/1, dated 25.02.2015 with updation from time to time; but no annual escalation 10% shall be applicable, if one time maintenance charges for the 10 years period have been deposited by the Party with Railways.

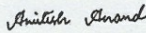


AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur

Anilish Shand
बॉरिड मंडल वाणिज्य प्रबन्धक
Sr. D.M. Commercial Manager
पुर्व गेट रेलवे खोर्धा रोड
E. Co. Railway, K.hurda Road

- (iii) For arriving at equated track length of a private siding, fraction up to half a kilometer shall be treated as half a kilometer and fraction above half a kilometer shall be rounded off to the next kilometer for the purpose of the taking track maintenance charges.
- (iv) Provided also that when the Railway Administration is also required to carry out any renewals of Permanent Way Materials or strengthening of track and special repairs to sub-grade works including recoumpment of ballast in respect of the said siding (colored green), the Applicant shall pay in advance to the Railway Administration the cost which the Railway Administration or their Engineer may estimate for such renewals of permanent materials or strengthening of track, including supply of materials and special repairs to sub-grade work together with supervision and other charges, as fixed by the Railway Administration.
- (v) The difference between the cost, so estimated and the cost actually incurred will be paid to or repaid by the Railway Administration, as the case may be, on the completion of the particular work being certified in writing by Railway Engineer. No interest shall be paid by the Railway Administration on any such advance.
- (vi) The Applicant agrees that any special emergency repair works, which may be necessary for safety of the siding (the Railway Administration being sole Judge for this purpose) shall be done by the Railway Administration at the cost of Applicant and the Applicant agrees to pay on demand any expenditure incurred by or through the Railway Administration on this account. The Applicant shall also pay to the Railway Administration Departmental and Other Charges, as may be fixed by the Railway Administration from time to time.
8. (c) Railway Administration shall arrange to carry out necessary inspection of the portion of the siding outside the Railway land boundary free of cost. However, wherever maintenance is being done by Railways at the cost of the Applicant, the Applicant shall continue to bear this cost. Further the inspection by Railways shall not absolve the party from their responsibility or liability laid down in clause 18 hereinafter.
8. (d) The Applicant shall be responsible to keep the track and cess clear for day to day movement of Rolling Stock and Locomotive. In case this is not done, the Railways shall have the right to stop the working on the siding or impose a charge at a penal rate to be decided by the Railway Administration to have the track and cess cleared for the working of the siding.
9. Weigh-Bridge Facilities And Level Crossings, etc.:
- (a) (i) The Applicant shall provide and maintain at their own cost and expense a suitable electronic weigh bridge, weigh-bridge house and weigh-bridge siding within the siding limits, as the Railway Administration may require the Applicant to provide from time to time.
- (ii) The electronic in-motion weigh bridge should be maintained by the siding owner at his cost to the satisfaction of the Railway and shall be subject to periodical inspections by qualified staff at the cost of siding owner, who shall record a certificate to the effect that the weigh bridge is showing correct weight and is in proper working order.



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Dadisha Grinding Plant, Haridaspur

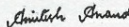

वरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्व तट रेलवे खोर्दा रोड
E. Co. Railway, Khurda Road

- (iii) Whenever the weigh-bridge goes out of order ; it shall be put right by the siding owner at his cost within 3 (three) days, failing which a penalty of Rs. 4000/- per day or part thereof for the next 10 (ten) days, and Rs. 8000/- per day thereafter shall be imposed (Authority FM Circular No. 18 of 2018).
- (iv) A card shall be kept by the Applicant testifying the accuracy of the weigh-bridge and giving date of tests as in the case of all Railway weigh-bridges. The Applicant shall also permit the Railway weigh-bridge Inspector or such other staff, as may be deputed by the Railway Administration at all times to check the accuracy of the weigh bridge and to supervise the maintenance, which shall be carried out by the Applicant to the satisfaction of the Railway Administration.
- (v) The maintenance shall be done according to Railway Rules and Regulations as in force from time to time. Such emergent maintenance, as may be required for safety, may be done by the Railway Administration without prior notice to the Applicant and the Applicant shall have to pay on demand any expenditure incurred by the or through the Railway Administration on this account, including Departmental and Other Charges, as may be fixed by the Railway Administration from time to time.
- Other Rules & Regulations regarding installation, operation and maintenance of weigh- bridges as laid down from time to time by Railway Administration shall apply.
- (b) (i) The applicants shall also provide and maintain at their own cost the level crossings and ROB/RUB/LHSs for safe passage of trains as well as road vehicles as per the direction of Railway administration.
- (ii) The existing level crossings shall be eliminated by providing ROB/RUB/LHS, diversion road etc. at the cost of siding owner within a period of 2 years from the date of the signing of the agreement. Where it is not possible to provide ROB/RUB/LHS on technical ground (to be certified by Railway administration), such level crossings shall have to be manned and maintained by the siding owner including provision of gate posts, gate lodges etc. at his cost to the satisfaction of the Railway administration.
- (iii) No new level crossing shall be allowed at the siding.
- (iii) In case, the siding owner fails to provide ROB/RUB/LHS/Manned level crossing, as the case may be, the railway will provide the same and the cost of such provisions including maintenance charges shall be debited from the siding owner.

10. Installation And Maintenance Of Tiplers Or Any Other Bulk Handling System Designs In The Siding.

- (a) All tiplers and bulk handling systems used for loading/unloading of wagons shall be provided and commissioned as per RDSO approved specifications. The siding shall be commissioned only when a joint certificate is executed jointly by the Applicant, RDSO and the Sr. DME that the tiplers and bulk handling systems installed/provided in the siding for loading/unloading are as per RDSO approved design and commissioned to their satisfaction.

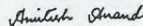

AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Coments Limited
Odisha Grinding Plant, Haridaspur


बरिष्ठ मंडल वाणिज्य प्रबन्धक
Sr. DVA Commercial Manager
पुर्वे स्टेट रेलवे खोरया रोड
E.Co. Railway, Khurda Road

- b) For 10 (a) above, RDSO's approval shall have to be obtained for fresh installation of every individual equipment and its accessories. Approval obtained for the first installation shall not apply to any subsequent installation for different designs and suppliers. However, in case the designs of the equipments are the same, as initially approved by RDSO and in case the design is still valid, the approval can be given by the CRSE of the Railway.
- (c) For all mechanized equipment (such as pay-loaders, JCBs etc.) used for loading/unloading of wagons where RDSO approved specifications are available, these shall be provided and commissioned as per RDSO approved specifications only. For all mechanized equipment (such as pay-loaders, JCBs etc.) used for loading/unloading of wagons where RDSO approved specifications are not available, these shall be provided and commissioned with the approval of the CRSE of the Zonal Railway. For loading/unloading open wagons, the mechanized equipment shall preferably be one with high driver/operators seat so that the driver/ operator is able to see the inside area of an open wagon. For all mechanized equipment the siding shall be commissioned only when a joint certificate is executed by the Applicant and CRSE of the Zonal Railway that the mechanized equipment installed/provided in the siding for loading/unloading are as per RDSO approved design (where available) and commissioned to their satisfaction.
- (d) The tippers, bulk handling system and mechanized equipment shall have to be replaced by the applicant after their Codal life (as prescribed by RDSO for RDSO approved items or the CRSE for other than RDSO approved mechanized equipment) is completed.
- (e) The Applicant shall always maintain tippers, bulk handling systems as well as mechanised equipment in good condition. Operation of defective systems shall be suspended. The Applicant shall ensure that tippers, bulk handling systems and the mechanised equipment are operated only by qualified and experienced staff under adequate supervision.
- (f) It shall be the responsibility of the applicant to ensure that no part of the mechanized equipment, such as pay-loader/JCB etc. hit the wagon body or its components during loading/unloading, else damage and deficiency charges shall be raised as given hereunder.
- (g) For damages and deficiencies occurring to wagons in the siding, caused due to the fault of any representative of the applicant; damage and deficiency bills shall be raised on the applicant as per the following procedure:
- (i) Joint inspection of the tippers, bulk handling system and mechanized equipment shall be done for once in three months by the Sr. DME or an officer authorized by the Sr. DME, the Sr. DCM or an officer authorized by the Sr. DCM and the Siding Owner's representative for three days.
- (ii) In case instances of damage to wagons are established during these inspections, penalties for extra damage and deficiencies occurring per unit wagon shall be computed on the basis of latest Rules and Regulations of Indian Railways in force on the date of inspection. The cost of these extra damages and deficiencies occurring per unit wagon shall be multiplied with the



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



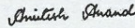
बरिष्ठ मंडल वाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पूर्व सेंट रेलवे खोर्धा रोड
E.Co. Railway, Khurda Road

units of wagons exchanged with the siding owner for the last three month period to determine damage deficiency bill for the next three month period.

- (iii) Other than the joint inspection to be held once in 3 months, the Sr. DME or his authorized representative (not below the rank of Senior Section Engineer) are authorized to inspect the siding any time without advance notice to check whether any damages are taking place to the wagons. In case damages are detected, additional penalties shall be levied as per latest Rules and Regulations of Indian Railways in force on the date of inspection.
- (h) The applicant shall comply with all the provisions contained in RDSO's/CRSE's specifications/approval and shall exhibit fitness certificate issued by RDSO/CRSE/Sr. DME for each tippler, bulk handling system and mechanised equipment at work place. Handling of wagons by a tippler, bulk handling system or mechanized system (JCB. Pay-loader etc.), without a valid fitness certificate shall attract a penalty as per the Rules and Regulations of Indian Railways in force on the date of inspection, or may even lead to suspension of the operation of the mechanised system.
- (i) Closing of doors of wagons with pay-loaders, JCB's or any other mechanised equipment is strictly prohibited. Loading/unloading of wagons through doors by any means other than manual is prohibited.
- (j) In case mechanised equipments are being used for loading/unloading of wagons in the siding, proper infrastructural facilities must be created in advance to prevent damages to wagons. This shall include the following:
- (i) Provision of steel railings to restrict the reach of the mechanised equipment beyond certain limit, so that the wheels/bucket or any other part of the mechanised loading/unloading equipment is unable to hit the wagon body during the process of loading/unloading.
- (ii) A continuous high level platform for loading/unloading.
- (iii) Ensuring proper illumination during night loading/unloading etc.
- (k) The use of mechanised equipment shall not be permitted until the facilities have been provided, as approved by the CRSE of the Zonal Railway.
- (l) The applicant shall also ensure that whenever loading is done using tipplers, bulk handling systems or mechanised equipment; loading on the wagons is even on each side. For cases of wagons detected with uneven loading, Railway will be authorized to send back the wagon for unloading and then re-loading, if necessary.
- (m) In the event of the Applicant failing to comply with (i) any direction of the railway administration to remove or repair any defect (including defects in bulk handling system like tipplers, pay-loaders, JCB, loading platform etc.) which, in the opinion of the Railway Administration, may endanger the working and safety of the siding and/or cause damage to railway wagons, within such time as shall be fixed by the Railway Administration, for the purpose OR (ii) failing to pay prescribed penalties OR (iii) causing repeated damages to wagons despite imposition of penalties; suitable



AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



श्री. डी. एल. कॉमर्शियल प्रबन्धक
Sr. D.M. Commercial Manager
पूर्व हट रेलवे खोरया रोड
E. Co. Railway, Khurda Road

action shall be taken against the applicant by the Railway administration which may include one or several of the following:

- (i) Posting of Railway staff to monitor incidences of damage on daily basis at the cost of the siding owner.
- (ii) Daily Video recording of entire loading/unloading operations.
- (iii) Suspension of mechanised loading.
- (iv) Suspension of traffic.

11. Additional Works Including Renewals, Replacements And Restrengthening:

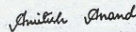
- (a) In the event of it being necessary after the opening of the siding any alterations or additions or renewals or replacement items, as fencing, signaling, interlocking and tele-communication equipments, improved safety appliance or machinery of any kind or to provide quarters for signalers or staff for the working of the siding, such additional work shall be provided at the cost of the Applicant as per the general conditions, governing the construction of the siding.
- (b) Any additional expenses incurred in working of the safety appliance including but not limited to such as salary and allowances of signalers or watchmen or any other staff as well as all contributions or payments which the Railway Administration may make towards or on account of leave salary, pension, provident fund, bonus, special contribution to provident fund, gratuity, house license fee, cost of uniform or any other contributions, payments, or fringe benefits for the benefit of such signalers or watchmen or any other staff employed by the Railway Administration for the purpose of the Clause-11 in accordance with any rules of the Railway Administration for the time being in force relating to the employment and emoluments of Railway servants, provision of stores and repairs shall be paid by the Applicant.
- (c) No addition or alteration shall be made to the siding nor shall any temporary or permanent structure be erected without the sanction in writing of the Railway Administration.
- (d) All such structures must comply with the regulations from time to time in force upon East Coast Railway system regarding standard dimensions and other matters. The terms and conditions of this Agreement shall also be applicable to any additions and alterations made to the siding unless otherwise decided by the Railway Administration.

12. Deposit Towards The Cost Of Removal Of Siding And All Other Charges :

- (a) The Applicant shall deposit in advance at the time of construction of the siding a sum considered sufficient by the Railway Administration to cover the cost of dismantling of the siding and other charges in connection therewith within the Railway land and marked in red, in the event of termination of this agreement on such ground on which the Applicant shall be liable to pay the cost of dismantling of the siding and other charges. No interest will be allowed by the Railway on such deposit, if made in cash. Paper securities at 5% below the market value hypothecated to FA & CAO may also be permitted. Interest accrued on this account may be paid to the Applicant. As the above deposit and the costs are provisional, the applicant shall further pay on demand, at the time of dismantlement any difference in cost between the cost of dismantlement and the initial



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



वरिष्ठ मंडल वाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्व हट रोस्वे खोरणा रोड
E. Co. Railway, Khurda Road

deposit, failing which the Railway would be at liberty to appropriate the materials belonging to the party towards such cost. Any sum due to the Applicant out of the initial deposit will be refunded to the Applicant.

- (b) The applicant shall pay all rates, taxes, cess and assessments whatsoever payable, or hereafter to be payable, to any Local Body or State or Central Government in respect of all structures, buildings and other works, built or erected in connection with the siding.
- (c) Any further tax or new tax, which may be imposed by any Statutory Authority, shall also be borne by the applicant.
13. (a) **Cost of Railway Staff Employed At The Siding :**


In all private sidings, barring the cost of one commercial staff, Railways shall bear the cost of all other Railway staff. However, in exceptional cases, in terms of Railway Board's letter no. 77/M(N)/951/36, dated 13.4.81; the siding owner shall bear all the expenses for examination, certification, repairs etc. including staff cost; as also mentioned in Clause 7(d)(ii) above. (Freight Marketing Circular No.6 of 2020 dtd. 23.06.2020).

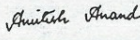
13 (b) **Engine On Load (EOL) Policy**

All new sidings shall come up with EOL concept in terms of Railway Board's letter no. 2012/TC(FM)/18/21, dated 07.03.2013, as amended from time to time. If the siding owner opts to operate under the EOL scheme, all provisions of EOL Policy issued vide FM circular No. 5 of 2013 and its amendments issued time to time, including exemption from staff cost shall be applicable. If the siding owner opts to operate as non- EOL terminal, staff cost shall be applicable as per Para No. 9.7 of the Freight Marketing circular No.11 of 2016. (Freight Marketing Circular No.6 of 2020 dtd. 23.06.2020).

14. **Traffic On Siding:**

- (a) Wagons will be hauled by the Railway Administration (subject to such rules and restrictions as may be enforced from time to time and from the point marked 'X' in the said Plan No. (Same no. as in Clause 2) hereinbefore referred to or such other points as may hereafter be fixed upon by mutual consent of the Applicant and Railway Administration in writing at which point they shall be made over to the Applicant and returned to the Railway Administration in such manner as shall be determined in each case by the Railway Administration. If the Applicant undertakes to shunt the wagons from such point to his premises and back with his own staff and locomotive, the Railway Administration shall not be responsible for any delay, loss and damages caused in consequence of the failure of the Applicant to arrange for such shunting.
- (b) Provided that the Railway Administration may at the request of the Applicant undertake shunting by locomotives of wagons inside the premises of the Applicant on the portion of the siding colored green in the said plan and demand such additional charges, as may be determined from time to time by the Railway Administration; but this facility may be withdrawn at any time at the sole discretion of the Railway.


AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur


शुद्धि मंडल बाणिज्य प्रबन्धक
Sr.Divl. Commercial Manager
पुर्व बट रेलवे खोरया रोड
E. Co. Railway, Khurda Road

- (c) No traffic in commodities other than such as can reasonably be regarded as necessary for the working or requirements of the mill, factory or industry of the firm, shall, except with the written permission of the General Manager of the East Coast Railway or an Officer authorised by him, be at any time taken or sent by the Applicant over the siding. No consideration or remuneration of any nature, except such as may be contained in a written permission of the General Manager or an Officer authorized by him, shall be received or taken by the Applicant in respect of traffic over the siding.

15. Siding Not To Be Used By Other Person :

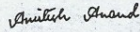
- (a) No traffic, inward or outward other than that of the Applicant's Works shall at any time be sent over the siding by the Applicant except with the prior written permission of the Railway Administration and the Applicant undertakes not to permit any other person whomsoever to use the siding and not to take or receive or permit any other person to take or receive from any other person whomsoever any consideration of remuneration of any sort or in respect of the carrying of any commodity over for any purpose whatsoever in connection with siding except with the prior written permission of the Railway Administration and in all cases or disputes or differences with regard to any matters mentioned in this clause the decision of the Principal Chief Operations Manager/Principal Chief Commercial Manager of East Coast Railway shall be final and binding on the Applicant.
- (b) The Applicant is forbidden to assign, transfer or sublet in any manner whatsoever either/whome or any part of the siding without prior written permission of the Railway Administration. The booking and delivery of traffic of co-user of the siding shall be governed by the same rules and regulations as applicable to the siding owner as far as levy of freight and other charges are concerned. The siding owners shall give a written undertaking that _____ (Name of the Party/Co-user) has been allowed to use _____ (Name of the siding) owned by him with his consent and that the co-user(s) will be responsible for the payment of all Railway dues that may accrue as a result of granting of such facility.
- (c) For the sister concerns of the Applicant desirous of utilizing the siding facilities, the booking transactions, etc. shall be in the name of the Applicant only and not in the name of the sister concerns.

16. Freight Etc. on Traffic :

- (a) The Applicant shall pay freight and also all other charges (including siding, placement and withdrawal charges, where leviable) on traffic booked and required by him from and to the siding, from the date of opening of the siding in accordance with the Railway Administration's tariffs, Circulars and Advices in force at or given effect to from the time the traffic is carried or such rates as may be fixed by the Railway Administration from time to time. Such traffic will be subject to all the rules, conditions & charges, as contained in such Tariffs, Circulars and Advices. The date of opening of the siding shall be reckoned from the date of notification



AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



बरिष्ठ मेंडल बाणिज्य प्रबन्धक
Sr. D.M. Commercial Manager
पूर्व तट रेलवे खोरथा रोड
E. Co. Railway, Khurda Road

issued by Commissioner of Railway Safety or by the Civil Engg. Department, as the case may be, stating that the said siding is opened to Railway traffic and is fit for movement of the same.

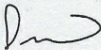
- (b) The free time allowed to the Applicant and other co-users of the siding for loading and unloading and the demurrage charges leviable for detention in excess of such free time shall be governed by the rates and rules published from time to time in the Tariffs, Circulars and Advices of the Railway Administration and in force at the time the traffic is carried.
- (c) The Railway Administration shall not be responsible for loss, damage, destruction, deterioration of the contents of wagons booked at either owner's risk rate or railway risk rate, hauled over the siding during the time such wagons are in transit or remain on any part of extension of the siding at or beyond the point of interchange.
- (d) Unless a Goods Clerk representing the Railway Administration is employed at the siding empowered to effect delivery, their wagons shall not be placed in the siding until delivery is effected at the serving station. In the event of the Applicant and other co-users of the siding failing to effect delivery within the prescribed free time after the arrival of the wagons at the serving stations, the usual demurrage charges shall begin to accrue on such wagons thereafter, the free time being granted only once.
- (e) The Applicant shall at all time permit any person appointed by the Railway Administration to inspect the loading and unloading of wagons of the said siding (Colored red & Green).
- (f) All goods dispatched from and to the said siding shall be loaded and unloaded by the Applicant and other co-users of the siding at their own cost utilizing their own labour for which railway would not be responsible for any aspect of the employment and working.

17. Working Of Siding :

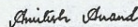
- (a) The Applicant shall provide labour for and bear the cost of all operations on the siding. The Applicant shall be responsible for the strict compliance by himself and his employees and agents of all rules, regulations and standing orders made by the Railway Administration from time to time for the working of sidings and for all accidents, loss or damage that may ensue or be caused by reasons of negligence or non-observance of such rules, regulations and orders. It shall be the duty of the Applicant to obtain, from the Railway Administration authentic copies of all such rules, regulations and orders aforesaid and to see that his employees and agents working in connection with the siding are made and kept acquainted with the same.
- (b) Status of the employees working at Sidings : It shall be made clear in the appointment letter of the employees of the applicant working at the siding that they shall not be 'Railway Employee' for any purpose. The term, 'Principal Employer' shall not be evoked under any circumstances.

18. Applicant Responsible For Damage Or Injury To Person Or Property :

The Applicant shall be entirely responsible for all property of the Railway Administration during the time the same shall remain on any part of extension of the siding at or beyond the point of interchange and shall made good on demand all loss of or damage to the engines, damages and deficiencies of rolling stock (Railway wagons) or other property of the Railway



AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



शरिन्द मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्व तट रेलवे खोरधा रोड
E. Co. Railway, Khurda Road

Administration from any cause whatsoever except sole negligence on the part of the staff of the Railway Administration or act of God or war or other acts or circumstances for which the Applicant is not responsible. Further, in case of a derailment, Railways shall bear the cost of re-railing of engines and rolling stock except when the derailment has been caused by any obstruction caused by the siding owner or an act of negligence on their part. Applicant shall, however, bear the cost for repairs to the siding necessitated by such derailment.

The Applicant shall also indemnify the Railway Administration against any loss due to damage, injury or death caused to any Railway servant while working in connection with the Private siding.

19. **Railway Administration's Rights Regarding Use Of The Siding:-** In addition to any other rights, powers and liberties herein provided for the Railway Administration shall have the following rights, powers and liberties, over and in connection with the siding or any extension or part thereof, namely -

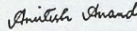
- (a) To use the siding or any extension or part thereof for any purposes of the Railway Administration free of charge or any remuneration to the Applicant in respect of such use.
- (b) To connect or allow to be connected with the siding or any extension or part thereof any other siding or sidings branching or extending there from which may have been constructed or which may hereinafter be constructed by or under the authority of the Railway Administration for any other person or persons whomsoever or for the purpose of the Railway Administration and to make or allow such alterations as may be necessary to effect such connection.
- (c) To use or to permit the use of the siding or any extension or part thereof for the traffic if any person or persons other than the Applicant and to work traffic over the siding or any extension or part thereof to and from any other siding or sidings or branches or extensions there from which may be constructed as aforesaid jointly with the traffic of the Applicant upon payment by such person or persons to the Applicant of either such portion of the cost originally paid by the Applicant to Railway Administration, in respect of the land and sub-grade work or such tollage for such use as aforesaid as shall be decided by the General Manager for the time being of the Railway Administration or such other Officer as may be nominated by him whose decision shall be final, conclusive and binding on the Applicant as to whether a portion of the aforesaid cost shall be payable and if so, the amount thereof or whether a tollage shall be payable and if so, the amount or rate thereof.

The Railway Administration shall collect such proportionate cost on behalf of the Applicant may enter into agreement with the person or persons who has/have been permitted the use of sidings or part thereof by the Railway Administration on the payment by the latter of tollage.

The use of the Siding or any extension or part thereof by the Railway Administration or by other persons shall be so conducted in such manner and to such extent as to interfere as little as possible with the free use of the siding by the Applicant whose traffic shall have precedence.



AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Ddlisha Grinding Plant, Haridaspur



बरिलि मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्वे नट रेलवे खोरया रोड
E. Co. Railway, Khurda Road

(d) To refuse supplies of wagons or other rolling stock for the Applicant to any siding or sidings constructed for any other person or any branches or extensions or parts thereof over which the Applicant may be allowed to work traffic jointly with such other person or otherwise in the event of non-payment by the Applicant of any sum or tollage which the Railway Administration may decide shall be payable by the Applicant or in the event of non-compliance by the Applicant with any directions or requirement of the Railway Administration with regard to the use of working of the siding or any branch or extension thereof or any other siding branch or extension whether constructed for the Applicant or otherwise including the commission or omission of any act, matter or thing which may interfere with or inconvenience the Railway Administration in the proper working thereof.

20. Gauge Conversion Of The Existing Private Sidings :

(a) The Railway Administration may whenever they shall think proper convert the entire portion of the said siding (colored red and green on the said plan) or part thereof into Railway or assisted siding by giving to the Applicant six months notice of their intention so to do on payment of such costs to the Applicant as would be considered reasonable by the Railway Administration at the time of conversion. The decision of the General Manager of the Railway Administration on the amount to be paid shall be final and binding on the parties.

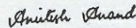
The applicant shall not raise any objection to such conversion and shall execute in the standard forms such agreements as may be considered necessary by the Railway Administration in the altered circumstances failing which the Railway Administration will have the right either to suspend the siding facilities granted to the holder or to terminate the agreement by giving one month's notice in writing.

(b) Whenever gauge conversion results in MG/NG private siding being cut off the siding can be converted to BG apportioning the cost of conversion in terms of provision of Engineering code relating to assisted sidings provided the investment made by the Railway is financially viable with a minimum ROR of 14% or such ROR as fixed by Railways from time to time vis a vis traffic offered by the siding in the last 24 months. The siding owner shall have to maintain the traffic level of the preceding 24 months based on which the ROR was calculated, at least for 24 months after opening of the siding for commercial operation. In case, siding owner fails to offer such level of traffic, he/they shall reimburse the cost of gauge conversion. Also siding owner will furnish a Bank Guarantee (B.G) for the period of 24 month (period to be reckoned with from the date of commercial operation) for the amount borne by the Railway. The B.G can be encashed by the Railway in the event of failure of siding owner to meet the traffic level as mentioned above. Where it is not financially justified, the siding owner will bear the full cost or the siding will be closed.

(c) The Permanent Way and other materials released from the gauge conversion siding will be taken over by the Railways to be suitably used/disposed of giving due credit to the private siding owner, which would be decided by the Railway.



AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



हरिष्ठ मेंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्व तट रेलवे खोर्सा रोड
E. Co. Railway, Khurda Road

j) The relevant charges for maintenance of those converted private sidings shall be re-fixed and recovered from the applicant as per extant rules for private sidings.

21. **Applicant Not To Transfer Rights :**

(a) The Applicant shall not be entitled to assign or transfer or sublet 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 siding 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.

(b) 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 siding 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 or after proof by the Liquidator of this intention 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 siding. The conditions above mentioned are the following:-

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

(ii) That the liquidator shall duly sign and register a Private Siding 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.

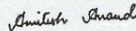
22. **Power To Terminate Agreement If Traffic Insufficient :**

(a) Notwithstanding anything contained in this 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 siding is insufficient to justify the retention of siding by the Applicant of which the Chief Operations Manager/Chief Commercial Manager of the Railway Administration will be the sole judge to terminate this Agreement by giving to the Applicant not less than 6(six) month's 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.

(b) 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.



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Dadsha Grinding Plant, Haridwar.



बरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्व र्ट रेलवे खोरया रोड
E. Co. Railway, Khurda Road

23. Power To Close The Portion Of The Siding Within Railway Land Colored Red In The Annexed Plan Or Work It For Public Traffic :

- (a) In the event of the Railway Administration deciding in the public interest to close the siding or any part or extension thereof or to work the siding 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.
- (b) Provided, however, that in such event the Railway Administration shall at their option either construct for the use of the Applicant at the cost of the Railway Administration a suitable siding in lieu of the siding or the portion or extensions thereof so closed or worked for public traffic or furnish the Applicant with facilities for this traffic equivalent to those supplied to him by the siding or such portion or extension thereof but if neither of the foregoing courses shall be found by the Railway Administration to be practicable (the decision of the Railway being final in this case) the Railway Administration, may pay to the Applicant the compensation specified below.
- (c) The cost of the siding (both sub-grade and super grade works) originally paid by the Applicant less depreciation @5% (five) per year up to 20 (twenty) years after the date of completion of the work. After expiration of 20 (twenty) years no refund of cost of any part of the work shall be payable.

24. 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 siding 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:

- (a) In the event of the Applicant failing to deposit within the time fixed for the purpose any sum or sums required to be deposited under the provisions of these presents or according to any direction of the Railway Administration.
- (b) 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 siding 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.
- (c) 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 siding within such time as shall be fixed by the Railways Administration for the purpose.



AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur

Anilish Dasund

बरिष्ठ मंडल वाणिज्य प्रबन्धक
Sr. Divl. Commercial Manage-
पूर्व हाट रेलवे खोर्सा रोड
E. Co. Railway, Khurda Road

- (d) In the events of the Applicant ceasing for a consecutive period of 3(three) months to use the siding or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.
- (e) In the event of the Applicant contravening the provision of Clause 15 hereof.
- (f) In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.
- (g) In the event of the siding becoming dangerous or defective by reason of any act of God or other act or circumstances for which the Railway Administration is not responsible.
- (h) In the event of any branch line, siding or part or extension thereof, connecting the siding or any part or extension thereof with the East Coast Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line, siding, part or extension shall belong to the Applicant or to any third person.
- (i) In the event of any branch line, siding or any part or extension thereof connecting the siding or any part or extension thereof with the East Coast 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 siding or any connected siding or branch line in any of the aforesaid events.


Provided always that on the happening of any of the events mentioned in sub-Clauses (a), (b), (d), (e) and (f), 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.

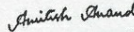
No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

25. 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:

- (a) In the event of the death of the Applicant, if he is an individual person.
- (b) 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.
- (c) 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.
- (d) 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.


AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur


बरिष्ठ संदल बाणिज्य प्रबन्धक
Sr. Dvl. Commercial Manager
पुर्वे स्ट रेलवे खोरया रोड
E. Co. Railway, Khurda Road

- (e) In the event of the Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.
- (f) In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.

(g) In the event of the Applicant contravening the provision of Clause 21 hereof.

26. Consequence Of Termination Under Clauses 22, 23, 24, 25 & 27:

(a) On termination of this agreement under provisions of clauses 22, 23, 24, 25 and 27 thereof, the Railway Administration shall be entitled to disconnect from their Railway the portion of the said siding 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.


(b) Provided always that the Railway Administration shall at all times have lien on the portion of the said siding within the Railway land (coloured 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.

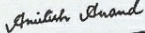
27. Agreement to Bind Applicant Until Terminated By The Railway Administration :

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 Private Siding 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 Works.

(i) Provided that the Applicant may by giving 6(six) month's notice to the Railway Administration, discontinue the use of the siding. 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) month's notice.


AJIT KUMAR PAUL
 Asst. Vice President-Projects
 The Ramco Cements Limited
 Jdisha Grinding Plant, Haridaspur


 बरिष्ठ संदल बाणिज्य प्रबन्धक
 Sr. Dvl. Commercial Manager
 पूर्व स्ट रेलवे खोरया रोड
 E. Co. Railway, Khurda Road

28. Applicant to Give Vacant Possession Of Land Within a Month Of Termination:

On termination of this Agreement, the Applicant shall remove their materials from the land of the Railway Administration and give vacant possession of the same to the Railway Administration within one month.

Provided that if the Applicant fail to remove their materials from the land of the Railway Administration within the time specified by the Railway Administration, the same shall be removed by the Railway Administration and the cost of such removal be realised from the Applicant either from their deposits or by sale of the Applicant's own property within such land of Railway Administration or by any other means.

29. Right To Charge Interest On Money Due Hereunder To The Railway Administration

Notwithstanding anything contained in the foregoing Clauses of the 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.

30. 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 siding.

31. 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.

32. Exercise Of Powers :

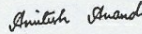
Subject as otherwise provided in this Agreement, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Railway Administration; the agreement signing authority or his authorized representative.

33. Alteration/Variation Of The Agreement :

Except as hereby provided any verbal or written arrangement 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.



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



बरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
पुर्वे तट रेलवे खोर्दा रोड
E. Co. Railway, Khurda Road

34. Arbitration :

- (a) In the event of any dispute or difference of opinion between the parties as to the respective rights and obligations of the parties hereunder or as to the true intent and meaning of these presents or any or conditions thereof arising such dispute or difference of opinion (except the matters regarding which the decision has been specifically provided for in this agreement) shall be referred to the an arbitral tribunal consisting of at least 3 members to be appointed by the **General Manager, East Coast Railway** for the time being, and his decision shall be final conclusive and binding on the parties. For the purpose of this Agreement, the General Manager will mean the head of the **East Coast Railway** Administration.
- (b) In case of dispute with any enterprise of Govt. of India, the arbitration proceeding shall be as per the extant rules in force for settlement of disputes amongst the two government organizations, as circulated by the competent authority in this regard.
- (c) If one or more of the arbitrators appointed by the General Manager resigns from his appointment as an arbitrator or vacates his office, or is unable or unwilling to act so for any reason whatsoever or dies, the General Manager will have the power to appoint a new arbitrator to act in his place. Such arbitral tribunal shall be entitled to proceed with the reference from the stage at which it was left by the previous arbitrator.
- (d) Place of arbitration proceeding shall be the Zonal Railway Headquarter or at a place where the agreement has been signed.
- (e) The arbitral tribunal may from time to time, with the consent of parties **East Coast Railway** and **Ramco Cements Limited** to these presents enlarge time for making and publishing the award.

35. Cost of execution of agreement:

All expenses in drawing up the Agreement and the cost of the Stamping and registration shall be borne by the 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.

36. Periodical Review :

The validity of this Agreement shall be reviewed on **October/2023** (month/year) at the end of a period of three years from the date of signing of the agreement and decision for continuation of the same will be decided by both the parties.

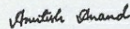
37. Agreement in force from: The Agreement shall be deemed to have come into force on and from the **date of Commercial Notification of the siding i.e. 05.10.2020.**

38. Head Notes:

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



AJIT KUMAR PAUL
Asst. Vice President-Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur



बरिष्ठ मंडल बाणिज्य प्रबन्धक
Sr. Dvl. Commercial Manager
पुर्वे हट रेलवे खोर्सा रोड
E. Co. Railway, Khurda Road

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.

1. Signed sealed and delivered for and on behalf of President of India
Shri. Amitesh Anand, Sr. Divisional Commercial Manager, Khushi Road
of the East Coast Railway Administration.

Amitesh Anand

बरिष्ठ मंडल वाणिज्य प्रबन्धक
Sr. Divl. Commercial Manager
खुशी रोड रेलवे खोर्सा रोड
Khusi Road
Bhubaneswar Station

in the presence of
ACM/KUR

[Signature]

AJIT KUMAR PAUL
Asst. Vice President- Projects
The Ramco Cements Limited
Odisha Grinding Plant, Haridaspur

2. Signed and delivered by Shri. Ajit Kumar Paul, Assistant Vice President (Project),
Ramco Cements Limited in the presence of

(1) Signature *[Signature]*
Name Dr. Krishnamoorthy Govindan
Occupation Jy. Manager - Environment
Address At. Po. Haridaspur Bhatmasur Tahsil,
Tajpur District Odisha

Witness

(2) Signature *[Signature]*
Name Mr. Abdul Sajid
Occupation CC/KUR
Address c/o Sr. DCM/KUR
Jabri, Delhi

Dated the 03rd Day of December 2020

Private Siding Agreement

Reg. No. : _____ For private siding of Ramco Cements Limited
at Kilometer: 368.89 Between Haridaspur Stations and New Garh Madhupur Station.

Agreement No. PCCM/FS/Sdq/RAMCO/HDS/2020/1



Commercial Circular No.258 (G)/2020.

Sub: Opening of private siding of Ramco Cements Limited at Haridaspur..

1. It is hereby notified that private siding of Ramco Cements Limited (Alpha Code: RCLH & Numerical Code: 12121122) served by Haridaspur station over KUR Division is temporarily opened as a full rake handling point for the following inward & outward commodities:

Inward Commodities: Clinker, Gypsum.

Outward Commodities: Cement.

2. The chargeable distance for the traffic booked to/from the siding will be reckoned upto the serving station i.e. Haridaspur.
3. EOL free time shall be allowed for handling of traffic at the siding.
4. For placement of rakes from the serving station Haridaspur (HDS) to the siding and drawing out of rakes from the siding to the serving station Haridaspur (HDS), necessary shunting charges shall be levied on actual basis as per "All India Engine Hour Cost", notified from time to time. The shunting charges should be collected locally as per extant guidelines. Station Manager will maintain details of type and number of engines used and shunting time involved for placement / drawn out of rakes to / from the siding for calculation and collection of shunting charges as per "All India Engine Hour Cost" notified from time to time
5. This notification shall remain valid up to 04.12.2020.

All concerned to note and act accordingly.

M
05/10/2020

(H. L. Lawang)

Dy. Chief Commercial Manager (FS)

No. PCCM/FS/Sdg/RAMCO/HDS/PT. I

Date.05.10.2020

Copy to:

All Station Mangers / Goods Supervisors / Commercial Supervisors / Siding Clerks / Booking Clerks in Charges / Weigh Bridge Clerks / Clerk in Charges.

Copy for information and necessary action to the:

PCOM & PCCM: All Indian Railways, All PHOD of ECoR, SDGM /ECoR, , PO-RCT/BBS, Dy. COM (FOIS) /ECoR/BBS, CAO(FOIS) / CRIS/NDLS, PDA / BBS, Dy. CCM(C & R) / ECoR, DRM, KUR,SBP,WAT. Sr. DCM & Sr. DOM / KUR, SBP, WAT. PFA / ECoR, Traffic Manager / PPT & VPT, DTT(G) & JDTC(R), Rly. Board/NDLS, Executive Director / CRIS /NDLS. , Director (RM) / KOL

M
05/10/2020

(H. L. Lawang)

Dy. Chief Commercial Manager (FS)



ANNEXURE - R/2

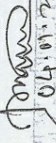
37 - 38 -

DEMAND AND SUPPLY OF RAKES BY RAILWAY AT PRIVATE SDG. OF M/S RAMCO CEMENT LTD

Month	Opening balance of indent/ Demand for empty rake supply	Accural of indent/ demand for empty rake	Total No. of indents/ demand for empty rake supply for the month	Empty Rake Supplied & Loaded	Total Indent/ Demand for empty rake supply Cancelled by party	Closing balance of indent/ Demand for empty rake supply
Apr-24	0	8	8	8	0	0
May-24	0	8	8	8	0	0
Jun-24	0	4	4	4	0	0
Jul-24	0	4	4	3	1	0
Aug-24	0	9	9	9	0	0
Sep-24	0	15	15	14	1	0
Oct-24	0	8	8	6	2	0
Nov-24	0	12	12	12	0	0
Dec-24	0	11	11	11	0	0
Jan-25	0	19	19	18	1	0
Feb-25	0	18	18	16	1	1
Mar-25	1	20	21	21	0	0
Total	1	136	137	130	6	1

DEMAND AND SUPPLY OF RAKES BY RAILWAY AT PRIVATE SDG. OF M/S RAMCO CEMENT LTD

Month	Opening balance of indent/ Demand for empty rake supply	Accural of indent/ demand for empty rake SUPPLY	Total No. of Indents/ demand for empty rake supply for the month	Empty Rake Supplied & Loaded	Total Indent/ Demand for empty rake supply Cancelled by party	Closing balance of indent/ Demand for empty rake supply
Apr-25	1	9	10	9	0	1
May-25	1	10	11	11	0	0
Jun-25	0	10	10	7	2	1
Jul-25	1	8	9	8	0	1
Aug-25	1	9	10	8	0	2
Sep-25	2	16	18	18	0	0
Oct-25	0	12	12	11	1	0
Nov-25	0	13	13	7	6	0
Dec-25	0	16	16	8	5	3
Jan-26	3	1	4	3	0	-
Feb-26	0	0	0	0	0	-
Mar-26	0	0	0	0	0	-
Total	9	104	113	90	14	-


 04.10.2026
 Div. Manager
 E Co. Railway, Mumbai Road

Chief Godown Supervisor
 RCLH SDG/ HDS
 Nirm. Contn. 42154609