

No. 1/PB/17/76.

Dated the 10th July, 1979

To

The Secretaries to the Govt. of Punjab & Haryana, PWD & Transport Departments, Chandigarh

Subject: Wayside amenities on National Highway construction of Truck Parking Areas Complexes

I am directed to say that with a view to reducing the incidence of accidents on highways, this Ministry has been considering the question of formulation of a scheme for setting up of truck parking complexes along National Highways to provide greater facilities for wayside amenities to truck operators viz. truck drivers, cleaners and other staff employed on trucks. After discussions in various high level meetings including Transport Development Council, Govt. of India has now formulated a scheme as under :

- (i) Truck Parking complexes should be set up on National Highways.
- (ii) The cost of land (i.e. land acquisition, services compound wall paving of internal roads, approach roads & parking area for trucks etc.) in the truck parking complexes will be borne by the Govt. of India in the case of National Highways.
- (iii) A revolving fund may be created to take care of the aspects like the construction and maintenance of buildings and structures required for canteens dormitories, vehicle repair facilities, shops etc. and for running and management of the truck parking complexes on no profit no loss basis. Appropriate fees to be fixed by the Society will be charged from the truckers for enjoying the facilities.
- (iv) The proposed revolving fund will be started by raising contribution from truck operators through their unions or otherwise at the rate of Rs. 100/- per truck to begin with.
- (v) The revolving fund will be operated by a Society with its branch units in the States. The Society at apex level at the Centre will function under the chairmanship of an officer of the Ministry of Shipping & Transport and the branch units of the Society in the States shall function under the chairmanship of Transport Commissioner/Controller of the concerned State.

2. In the light of the above decision, Govt. of India have drawn up a Memorandum of Association and Rules and Regulations of the proposed Truck Operators Highway Amenities Society. A copy of these Rules & Regulations is circulated herewith for your information and guidance.

3. I am further to say that necessary steps to register the Society at New Delhi are being taken and as soon as it is registered the work relating to the Constitution of State Units of the Society will require to be initiated at State level. I am, therefore, to request that the State Govt. may consider the matter and select suitable sites for setting up of these truck parking complexes along National Highways in the State and get in touch with the Secretary General of the All India Motor Transport Congress, 16 Asaf Ali Road, New Delhi, who is the Member Secretary designate of the proposed Society for further action in this regard.

4. In regard to such truck parking complexes along State Highways, the State Govts. may themselves evolve a suitable scheme on similar line for implementation as the expenditure on such complexes on State Roads will be met from State Govt. resources or out of the share of the State Govt. from the Central Road Fund (Allocations account).

REVISED MODEL AGREEMENT FOR TRUCK PARKING COMPLEX

This lease agreement made this _____ day of _____ One thousand nine hundred and _____ between the President of India (hereinafter called the Government which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and _____

a limited company*/Registered Society* registered under (here give full particulars of company/society). _____

(hereinafter called the lessee) of the other parts for the construction and maintenance of a truck parking area complex with necessary provisions for appurtenant works here enter details of premises i.e. land Revenue etc.) _____

2. Whereas the LESSEE has applied to the LESSOR for permission to construct and maintain on the Government land a truck parking area complex with necessary provision for appurtenant works at _____ particularly described in the Schedule annexed hereto and shown in the drawings attached hereto (hereinafter referred "as the said premises").

3. Terms of the Lease :

i) Purpose : The land is leased solely for the purposes of the construction and maintenance at the LESSEE's cost but in accordance with the designs, plans and specifications including boundary walls, sewers and drains and other conveniences as per the sanctioned building plans to the satisfaction of municipal committee/corporation or any other local body and duly approved by the LESSOR.

ii) That this agreement shall come into force from *date of execution of the agreement _____ and shall remain in force for 20 years upto _____ in the first instance and be terminable by a notice of 6 months by government and the lease may or may not be renewed after the expiry of the said period.

iii) The LESSEE shall not sell, transfer, assign or otherwise part with the possession of the whole and/or part of the complex area.

iv) That the LESSEE shall within twelve months from date of receipt of the permission, but without interfering in any way with the road traffic, complete the construction of rest-places, shops etc. and shall make provision for drainage to the full satisfaction of the Executive Engineer/Divisional Engineer incharge of the National Highway, according to the approved drawings and specifications. The truck Parking Area shall not be brought into use after completion unless the Executive Engineer/Divisional Engineer has given completion certificate after satisfying himself that the entire work has been completed as per the approved drawings and specifications.

v) The Lessee shall commence work within 3 months of the date of signing the agreement.

vi) In the event of the agreement having been signed between the LESSOR and the LESSEE, both the LESSOR and LESSEE will be under obligation to comply with the terms and conditions herein contained in the said lease. Any failure of the LESSEE to perform his part of the obligation after signing the agreement will tantamount to the revocation of the agreement and entitle the LESSOR TO terminate the lease.

4. On the termination of the lease, either on expiry of the term provided therein or for any other reason, the LESSOR shall not be bound to pay any sum whatsoever by way of price compensations or damages to the LESSEE in respect of any work carried out on the land.

5. That within six months of a notice duly given to the LESSEE in this behalf, the LESSEE shall at his/their own cost remove the site structures constructed in connection therewith and restore the land to its original condition, when required to do so by the LESSOR or by any other person duly authorised on his behalf failing which the LESSOR will forfeit the entire assets belonging to the LESSEE and dispose them off in the manner as he thinks fit at the cost of the LESSEE.

6. The lessee shall pay in advance each year a yearly lease fee of Rs. 100/- per annum. Such licence shall be paid free of all deductions every year on the first two days of April. It is expressly agreed and declared that the right of the Government to terminate this Agreement as hereinafter provided shall not be prejudiced by reason of the fact that the licence fee shall be paid every year in advance as aforesaid and that in the event of this Agreement being terminated in the manner hereinafter provided, the Government shall refund to the Lessee pro rata the licence fee which may have been so collected and attributable to the period subsequently to the date of termination.

EXCEPTIONS AND RESERVATIONS ON BEHALF OF THE GOVERNMENT

7. The Government does not lease but hereby excepts and reserves to itself all mines, minerals and quarries, including all substance of mineral nature which may be won from the earth, whether on the surface or below it, with liberty to search for, work and remove the same, in as full and ample a way as if this lease had not been made.

8. The Government does not lease but hereby excepts and reserves to itself out of the land :

- a) All rivers and streams, with their beds or banks;
- b) All water courses and drainage channels; and
- c) All sewers, electric transmission lines, poles and towers telephone and telegraph lines and poles conduits, water mains and storm-water channels.

POWER OF ENTRY

9. For the full discovery, enjoyment, and use of any of the right hereby reserved or stipulated, or for the protection and maintenance of any property hereby excepted, it shall be lawful for the Government through its authorised agents or for any officer of the Government duly authorised in that behalf to enter the land and occupy it temporarily.

10. That the LESSEE shall at his own cost maintain the said Truck Parking Area complex including trees and lawns and ensure the hygienic conditions and cleanliness in and around the parking area to the satisfaction of the LESSOR or any other person authorised by him who may visit the area from time to time for the purpose. The maintenance of road and paved area in the parking place, however, shall be the responsibility of the LESSOR. The LESSEE shall also provide fire fighting equipment and other safeguards against risk of fire required under the Explosives Act.

OBLIGATIONS OF THE LESSEE

11. The Lessee hereby covenants with Government as follows :-

- a) To pay to or on behalf of the Government the rent and any other payments which may become due under the lease at proper time and place and in such manner as may be prescribed by law or by the order of any competent authority.
- (b) Not to use the whole or any part of the land for any purpose other than that referred to in Clause I and not to use it in any way likely to lessen its value or likely to interfere with the existing rights of traffic over the said land.
- (c) Not to do or suffer to be done any act inconsistent with or injurious to any of the rights hereby excepted and reserved to the Government and in particular to permit without let or hindrances all officers or servants of the Government or other persons duly authorised by the Government in this behalf to enter the land at all times and do all acts and things necessary for or incidental thereto.
- i) The purpose of enforcing compliance with any of the terms of this lease; and
- ii) Any purpose connected with the full employment, discovery and use of the mineral or other rights herein reserved to the Government, without claim to compensation whether by reduction of rent or otherwise, except as hereinafter specifically provided.
- d) Not to remove any earth from the road land adjoining the land leased or in any other way interfere with the adjoining lands, if any, of the Government.
- e) At the end or earlier termination of the lease to leave the land and surrender it peaceably to the Government and if so required by the Executive Engineer/Divisional Engineer to pull down and remove any structure existing thereon and deliver up the land in a level state and as in its original condition.
- f) To present this lease for registration as soon as may be after its execution at his own cost.
- g) The lessee shall hold the Government indemnified against any claims, loss or damage arising out of the construction or use or operation of any structure or petrol pump erected on the land.
- h) The Lessee shall obtain any or every licence (s) necessary for the sale of petroleum products at the said premises required under any Central/State Government or local enactment for the time being in force and shall faithfully observe and perform all the terms and conditions for such licence (s) and shall promptly renew the same from time to time.
- i) The Lessee shall indemnify and save harmless the Government from all losses, damages, claims, suits and actions which may arise out of or result from any injury to any person or property or from violation of any statutory enactments, rules or regulations or other written orders or other laws or caused by or resulting from non-observance by the Lessee of the provisions of this Agreement. The Lessee shall also keep the Government indemnified against any loss of the site and/or the outfit and/or the structures and fixed assets or any part thereof and all costs and damages incurred by the Government by reason of the breach of any of the provisions of this Agreement.
- j) The Government will at its own cost arrange for all the electrical connection from the Lessees switch board to the outfit. The Lessee shall at his own cost arrange for all other electrical and water connections including those from the mains and shall pay the deposits, if any required to be paid in connection therewith. The Lessee shall promptly pay all bills for electrical, energy and water consumed on the said premises as shown in the bill received by the Lessee in respect thereof.
- k) The Lessee shall during the continuance of this Agreement, adequately insure himself against following risks viz, third party risks, fire and explosion risks, Workmen's compensation and/or loss of or damage to the product for any cause whatsoever with an insurance Company approved by the Government such policy shall in no event be for an amount less than the minimum amount suggested by the Government. The policy of Insurance shall be such as may be approved of by the Government.
- l) On the termination of this Agreement, should there be any money due to the Government, the Lessee undertake to pay the same forth with to the Government.
12. It is mutually agreed between the parties as follow :-
- a) The Government may at any time determine this demise by giving six month's notice to the Lessee, which notice may either be given to the Lessee, in writing or may be pasted on the land, at the option of the LESSOR.
- b) If the LESSEE commits any breach or fails to perform any of the terms or conditions of this Lease or suffers or permits such breach or non-performance, the Government may at any time thereafter determine the demise and resume possession of the Land and may pull down any structures existing thereon and sell the materials thereof and retain the proceeds of the sale, whether this right may have been waived in respect of any earlier default or not, and without prejudice to any other right or claim. Provided that the Government shall pay to the lessee the balance of the sum which may be available after deducting all the dues of the lessee including any cost or expenses that may be incurred by the lessee in this respect.

13. If any question or difference whatsoever shall at any time hereafter arise concerning this lease or the construction, meaning, operation, or effect thereof or any clause herein contained or so to the rights, duties or liabilities of either party, under or by virtue of this lease or otherwise or touching the subject matter of this lease or arising out of or in relation thereto then save in so far as the decision of any such matter has been herein before provided for and has been so decided the matter in difference shall be referred to

the arbitration of the Chief Engineer of the State P.W.D. or of the some other officer of the State Government who may be appointed by the Chief Engineer who shall have power to decide any matter so referred.

The Lessee will not be entitled to raise any objection to any such arbitrator on the ground that the arbitrator is an officer of the Government or that he has to deal with the matters to which the contract relates or that in the course of his duties as an officer to the Government he had expressed views on all or any of the matters in dispute or difference. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Chief Engineer as aforesaid at the time of such transfer, vacation of office or inability to act, shall designate another person to act as arbitrator in accordance with the terms of the Agreement. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Chief Engineer or a person nominated by such Chief Engineer of the Government as aforesaid shall act as arbitrator hereunder. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties, to the Agreement, subject to the provisions of the Arbitration Act, 1940, or any statutory modification on-reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

14. The stamp duty and the registration charges on this instrument shall be borne by the Lessee.

In witness whereof the parties have set their hands on the deed hereinafter in each case specified.

THE SCHEDULE above mentioned.

Description and boundaries of the land.

An area of _____ situated in the
Tehsil _____ District _____ Shown in the
revenue records/ records of the local authority as Khasra No. _____

Signed by Shri (Name in full
the lessee)

the constituted attorney of the lessee.

Signed by Shri (Name in Full)
for and on behalf of the
President of India

In the presence of

1. Name in full (Signature)
with designation.

2. Name in full (Signature)
with designation.

1. Name in full (Signature)
with designation.

2. Name in full (Signature)
with designation.

MEMORANDUM OF ASSOCIATION OF TRUCK OPERATORS HIGHWAYS AMENITIES SOCIETY

1. The name of the Society will be Truck Operators Highway Amenities Society hereinafter called the 'Society'.
2. The Registered office of the Society shall be situated in the Union Territory of Delhi. At present it is situated at _____, New Delhi.
3. The OBJECTS for which the TRUST is established are :
 - a. To found and establish on or about the National Highways, Parking Complexes including truck parks resting places for the truck operators, their drivers, cleaners and other operating staff etc., and provision of such other amenities like lodging, boarding etc. for them as will be conducive to their well being.
 - b. To establish and maintain reading room and a common place for recreation, indoor sports or other activities designed from time to time to develop civic consciousness and reputable conduct and character amongst the truck operators and drivers.
 - c. To promote temperance and community building amongst truck drivers and operators.
 - d. To improve the efficiency of the truck drivers and other staff through inculcation of hygienic ideas and living amongst the truck operators and staff.
 - e. To provide and maintain first aid or medical assistance and/or other identical reliefs on or around the National Highways in emergencies and accidents.
 - f. To provide facilities for repairs to vehicles in case of breakdowns and emergencies.
4. For achieving the above objects the Society may :-
 - i) take over appropriate areas of land or land sites in or around the National Highways from the Central Government;
 - ii) build, construct and maintain resting places, dormitories etc. with the help of funds subscribed by the truck operators, Government or other public organisations or charities to the extent and in such manner as determined by the Society

- from time to time including maintenance of such installations and services as are provided by Govt. initially
- iii) to allow parking of commercial and other vehicles plying on the Highways against appropriate fees or charges, determined by the Society from time to time;
 - iv) provide boarding and lodging facilities to truck drivers and drivers of other vehicles and staff against appropriate charges;
 - v) hold and manage all funds, subscriptions and donations for the above purposes;
 - vi) carry on or give directions for necessary additions, alterations in the properties;
 - vii) open accounts in the name of the Society with banks or bankers and to operate on the same;
 - viii) raise funds for carrying out the objects of the Society on such terms and conditions as the Governing Body may from time to time deem fit;
 - ix) invest surplus funds for the time being or otherwise on such terms and conditions as may be deemed expedient by the Governing Body.
 - x) employ necessary staff;
 - xi) to provide facilities for repairs to vehicles in case of breakdown such as repair shops, mobile workshops, recovery vans, spare part shops etc; and
 - xii) to all such other acts or things as may be incidental or conducive to attainment of any or all of the above said objects.

5. There shall be constituted a Governing Body, entrusted with the management of the affairs of the Society, as required under the Societies Registration Act of 1860 as extended to various States and Union Territories in India.

6. The names, addresses, occupations and designations of the members of the First Governing Body shall be as under :-

S.No.	Name	Full Residential Address	Occupation	Designation
1.				President.
2.				Secretary
3 to 9				Members

7. We, the undersigned are desirous of forming a Society named _____ under the Society Registration Act xxi of 1860 (Punjab Amendment Act, 1957) as extended to the Union Territory of Delhi in pursuance of this Memorandum of Association :-

1.	5.
2.	6.
3.	7.
4.	8.

RULES & REGULATIONS OF TRUCK OPERATORS HIGHWAY AMENITIES SOCIETY

1. All signatories to the Memorandum of Association shall be Founder Members of the Society.

GOVERNING BODY

2. (a) There shall be an Apex Governing Body comprising the following :

- | | | |
|------|-----------------------------------------------------------------------------------------|------------------------------|
| i) | A representative of Ministry of Shipping & Transport, Transport Wing | (Chairman). |
| ii) | A representative of Ministry of Shipping & Transport, Roads Wing | |
| iii) | Transport Commissioner/Controller of the States wherein amenities are provided. | To be nominated by Chairman. |
| iv) | Chief Engineer, P.W.D. of the States wherein amenities are provided. | |
| v) | D.I.G. (Traffic) of the States wherein amenities are provided. | |
| vi) | Secretary General of All India Motor Transport Congress | (Secretary) |
| vii) | President of State Level Association of Truck Operators wherein amenities are provided. | To be nominated by Chairman |

Provided that the representatives from States vide item Nos. (iii), (iv) and (v) will be limited to three from each category and 6 from category (vii) and they shall hold office for a period of two years from the date of their nomination.

2.(b) There shall be branch units of the Society for each States and its Governing Body shall be constituted as follows :-

- i) Transport Commissioner/Controller (Chairman)
- ii) A representative of the Roads Wing of the Union Ministry of Transport.
- iii) A representative of the Transport Wing of the Union Ministry of Transport.
- iv) Chief Engineer of State P.W.D. or his nominee.
- v) A.I.G./S.P. (Traffic) of State.
- vi) A representative of the AMTC
- vii) A representative of the IFTO
- viii) President State Level Truck Unions/Association. (Member Secretary).
- ix) A representative member of the truck unions from each region in the State elected by a body composed of the President or their nominees of each district.

3. The list of Governing Body members shall be filed with Registrar of Societies every year as is required under the Societies Registration Act, 1860.

Apex Governing Body — its powers and duties

4. The Apex Governing Body shall exercise the following powers and perform the following duties, namely :-

- i) to determine all questions of general policy of the Society.
- ii) to add, alter or amend the Rules & Regulations by atleast 3/4 majority opinion of the said body present at a meeting of which due notice has been given to each member.
- iii) to control and coordinate the working of the State units and issue them suitable instructions from time to time.
- iv) to review the working and financial performance of the State units.

5. The office of the member shall fall vacant :-

- i) if he dies or voluntarily resigns his office or on the expiration of the period; or
- ii) if he is adjudged insolvent or of unsound mind; or
- iii) if he is absent, without sufficient cause and without prior leave from 3 consecutive meetings of the Apex or State Board; or
- iv) if he is convicted of any offence involving moral turpitude; or
- v) if he accepts service under and becomes an employee of Society; or
- vi) being ex-officio trustee, nominated by Central or State Government where his nomination is withdrawn.

6. The office and the Secretariat assistance required for the functioning of the Apex Body shall be provided by the All India Motor Transport Congress free of charge.

Powers of Unit Governing Bodies

The State Unit of the Society shall exercise the following powers and perform the following duties, namely :—

- (a) take over appropriate areas of land sites in or around the National Highways from the Central Government
- (b) build, construct and maintain resting places, dormitories etc. with the help of funds subscribed by the truck operators, Government or other Public organisations or charities to the extent and in such a manner as determined from time to time including maintenance of such installations and services as are provided by Government initially.
- (c) allow parking of commercial and other vehicles plying on the highways against appropriate fees or charges, determined from time to time.
- (d) provide boarding and lodging facilities to truck drivers and staff against appropriate charges.
- (e) hold and manage all funds, subscriptions and donations for the above purpose of the said unit.
- (f) carry on necessary additions, alterations in the properties.
- (g) open accounts in the name of the Society (Unit) with banks or bankers and to operate on the same.
- (h) raise funds for carrying out the objects of the Society, on such terms and conditions as the Governing Body may from time to time deem fit. To start with, there shall be a minimum contribution of Rs 100/- from each truck registered in the State.
- (i) to determine the scale of fees and charges from time to time of parking of vehicles inside the complexes, boarding, lodging and other facilities.
- (j) invest surplus funds for the time being or otherwise on such terms and conditions as may be deemed expedient in consultation with the Apex Body.
- (k) employ necessary staff or retrench them, if necessary.
- (l) do all such other acts or things as may be incidental or conducive to attainment of any or all of the above said objects.
- (m) to provide for the Apex Governing Body its balance-sheet duly audited by a Chartered Accountant within three months of the close of the each financial year.

Holding of Meetings

- 7. (a) The Annual general meeting of the Apex Governing Body shall be called after giving due notice as required under law.
- (b) The Governing Body of State Unit shall meet at least three times in a year including annual General meeting.
- (c) The quorum for Apex/State Governing Body shall be three out of which atleast one shall be a non-official.

- (d) A copy of the proceedings of each meeting of the Governing Body shall be circulated for the information of the members as soon as possible after the meeting, and the minutes of the meeting of the State Unit shall be forwarded to the Apex Governing Body. The Secretary shall ordinarily circulate amongst the Members of the Apex or State unit Governing Body a notice of at least 15 days before such meeting together with the agenda or business to be brought before the meeting.
8. Any resolution circulated to all members of the Apex or State Unit Governing Body to which the assent of at least $\frac{1}{4}$ of members is recorded in writing shall be as valid and effectual as it was passed at a meeting of the Apex or State Unit Governing Body as the case may be.
 9. In case of emergency, the Chairman may direct a meeting to be called by a shorter notice which shall however be not less than three days. Such meeting shall be called by the Chairman or it may be requisitioned in writing by at least 5 members of the Apex Board or 3 members of the State Unit for any specific purposes.
 10. In case any issue in the meeting of the Governing Body is decided by voting and there being equal votes for and against, the Chairman in that event shall have additional casting vote and decide the issue.
 11. Chairman of each unit shall conduct the proceedings of the Meetings and shall also have all executive Authority. The Secretary of the Apex Governing Body and State Unit Governing Body shall be responsible for the day to day control of the staff and their discipline. He shall also carry out all the directions and instructions of the relevant Governing Body and do and execute all routine work connected with the administration.

Funds, Finances & General

12. The Income of the Society from the various complexes shall be applied for the management and improvement of the complexes to which it relates and solely for attainment of the objects of the Society as set out in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of bonus or otherwise to the persons who at any time are or have been members of the Society provided that nothing herein contained shall prevent the payment in good faith, or remuneration to any officer of the Society for services rendered. The funds of the Apex body will be operated by the Chairman and the Secretary. The funds of the branches will be operated by the Chairman of the local branches and its Secretary.
13. In respect of each complex, accounts shall be maintained for amounts expended from time to time, as well as of all receipts of parking fees, boarding and expenditure statement shall be prepared for the year as a whole on 31st March every year. These yearly accounts shall be consolidated for each State unit separately and presented to the Annual Meeting of the respective State Unit Governing Body before the 30th June each year. The Governing Body shall have these accounts audited and certified by a Chartered Accountant and take steps to remedy any defects and defalcations, with appropriate disciplinary/legal action against the defaulters and offenders.
14. The respective State Unit Governing Body may appoint requisite staff for the complexes under their jurisdiction to manage and administer the same and also appoint such agents or contractors as deemed fit in connection with the affairs of the complexes.
15. The members of the Governing Body shall not be entitled to any remuneration but they may be paid travelling and other expenses as per Government of India rules in case of Apex Board and State Government rules in case of State units.
16. In the professed execution of the Society and powers thereof, no members of the Governing Bodies shall be liable for any loss to the Society's Property or for the negligence or fraud of any agent or by any co-member.
17. This Society may sue or be sued in the name of its Chairman as per section 6 of the Societies Act, 1860.
18. The Society may be dissolved by 3/5ths members of the Apex and State Unit Governing Bodies together, who shall also decide the manner of dissolution and appropriation of its assets and liabilities, according to sections 13 and 14 of the Societies Registration Act, 1860.
19. Any amendments in the Memorandum and Rules and Regulations of the Society will be carried out according to Section 12 and 12A of the Societies Registration Act, 1860.
20. In regard to the provisions which are not provided expressly in the Memorandum and Rules & Regulations of the Society, the provisions of the Societies Act xxi of 1860 (Punjab Amendment Act 1957) extended to the Union Territory of Delhi will apply to this Society.

Certified that this is the correct copy of the Rules and Regulations and Byelaws of the Society

1. Shri
 2. Shri
 3. Shri
 4. Shri
 5. Shri
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