



## गेल गैस लिमिटेड

(भारत सरकार का उपक्रम) (एक महारत्न कंपनी -  
गेल (इंडिया) लिमिटेड की पूर्णतः स्वामित्व अनुषंगी कम्पनी)

## GAIL Gas Limited

(A Govt. of India Undertaking) (A wholly owned subsidiary of  
GAIL (India) Limited - A Maharatna Company)

निगमित कार्यालय :  
13वीं और 14वीं मंजिल, जुबली टावर,  
बी 35 व 36, सेक्टर-1, नोएडा-201301 (यू.पी.)

CORPORATE OFFICE:  
13<sup>th</sup> & 14<sup>th</sup> FLOOR, GAIL JUBILEE TOWER,  
B 35 & 36, SECTOR-1, NOIDA-201301 (U.P.)

फोन/PHONE: +91-120-2446400, 4862400  
फैक्स/FAX: +91-11-26185941  
gailgashelpine@gail.co.in

Ref. : GAIL Gas/ Noida/TTZ/ Forest/Permission Date: 05.03.2016

To:  
Divisional Forest Officer  
Forest Department Aggra.

Sub.: Permission for 4" dia gas pipeline from Bharatpur to  
Fatehpur Sikri.

### Undertaking

Dear Sir,

With reference to the above subject regarding Under-  
taking for NH-11 permission from NHAI. We have  
submitted the following documents as desired by  
NHAI.

1. BG. No. 0005 PR140/7720 dated - 6.9.2014 for  
Rs. 2110,000/-
2. Agreement between GAIL Gas & NHAI
3. Alignment drawings.

The permission is under process in NHAI. We shall  
be submitted ~~for~~ to Forest Department after receiving  
of permission from NHAI.  
In view of above you are requested to grant/  
process the proposal for Forest Clearance.

Regards,

Yours Truly

पंजीकृत कार्यालय :  
गेल भवन, 16, आर.के. पुरम,  
भीकाजी कामा प्लेस, नई दिल्ली - 110066, इंडिया

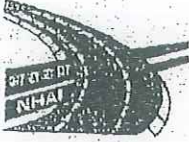
REGD. OFFICE:  
GAIL BHAWAN, 16, R. K. PURAM,  
BHIKAJI CAMA PLACE, NEW DELHI - 110066, INDIA

Enc: Detail of submitted documents.

प्रभागीय निदेशक  
सामाजिक दानिकी विभाग  
आवाज

एस.पी. सिंह / S. P. SINGH  
प्रबन्धक (परियोजना) / Manager (Project)  
गेल गैस लिमिटेड / GAIL GAS LIMITED  
बी-35 एवं 36, जुबिली टावर, सेक्टर-1,  
नोएडा-201301 (उ.प्र.)  
www.gailgas.com





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय)

**National Highways Authority of India**  
(Ministry of Road Transport & Highways)

परियोजना कार्यान्वयन इकाई, दासा

ए-2, इंदिरा कॉलोनी, रोडवेज बस डिपॉ के सामने, दासा-303303 (राज.)

Project Implementation Unit, Dausa

A-2, Indira Colony, Opposite Roadways Bus Depot, Dausa - 303303 (Raj.)

दूरभाष/टेलीफैक्स: 91-1427-224918  
ईमेल: dausa@nhai.org

No.23011/14/ PIU/DAU/NOC/Gail/3319

Date: 04.12.2014.

To,  
The Chief General Manager (T)/  
Regional Officer,  
National Highways Authority of India  
F - 120, Shyam Nagar, Jan Path,  
Jaipur - Rajasthan.

Sub.: Improvement, Operation, Maintenance, Rehabilitation and Strengthening of existing 2 Lane Road and widening to 4 lane dual carriageway from Km. 17.756 to Km. 62.295 on NH - 11 (Agra - Bharatpur section) in the state of Uttar Pradesh and Rajasthan on BOT basis. Permission for laying gas pipeline along NH - 11 from Ch.33.150 to Ch. 54.250 on Right Hand Side of NH regarding.

Ref.: 1. IC letter no. LASA-Highway/O&M/73397/A-B/2014/TI-1386 dated 21.11.2014.  
2. PIU letter no. 23011/14/PIU/DAU/NOC/2183 dated 09.01.2013.  
3. GAIL letter no. Gas/NOIDA/TTZ/NHAI dated 11.09.2014.

Sir,

M/s GAIL Gas Ltd. vide above referred letter s. no. 3 has submitted their proposal for permission for laying underground gas pipe line along NH - 11 from Km. 33.150 to Km. 54.250 on RHS. The case has been examined by Independent Engineer of Agra - Bharatpur section of NH-11 vide letter under reference s. no.

The proposal submitted by M/s GAIL Gas Ltd. has been examined by this office and found in order. The check list and drawing showing proposed underground gas pipe line is duly signed in two sets for your needful action.

It is recommended to accord approval for laying underground gas pipe line along above stretch.

Yours faithfully

Encl.: 1 copy of proposal.

(Sanjeev Kumar Sharma)  
Project Director  
NHAI, PIU - Dausa.

Copy to: GAIL Gas Ltd. for information.

एस. पी. सिंह / S.P. SINGH

वरिष्ठ प्रबन्धक (परियोजना) / Sr. Manager (Project)

मुख्यालय: जी-5 एवम् गैस लिमिटेड / GAIL GAS LIMITED

Corporate Office: B-35 & B-36, Sector-10, Connaught Place, New Delhi-110075

फैक्स-201301 (उ०००)/NOIDA-201301 (U.P.)

Web: www.nhai.org

Received  
by: 11/11/14  
12.04.14 PM





उत्तर प्रदेश UTTAR PRADESH

CA 117552

LICENSE DEED FOR LAYING OF GAS PIPELINE ON

NATIONAL HIGHWAY LAND

Agreement to lay Natural Gas Pipeline from 33.150 Km to 54.250 Km along National Highway No. 11 in Survey no. .... of the village of ..... Taluks ..... of the ..... district.

An AGREEMENT made ..... day of ..... (month) of ..... year (to be written in words) ..... between the President of India/National Highways Authority 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 M/s GAIL Gas Limited (name of the party), a company registered under the Companies Act, 1956 and having its Registered Office at GAIL Bhawan, 16 Bhikaiji Cama Place, New Delhi - 110066 (hereinafter called the "Licensee" which expression shall, unless excluded by or repugnant to the context, include his heirs its successors/their successors and assigns) of the other Part.

WHEREAS the Licensee has/licensees have applied to the Government/NHAI for permission to lay Natural Gas Pipeline from Km 33.150 to Km 54.250 along National Highway No.11 in Survey no. .... of the village of ..... Taluka ..... of the District.

3. AND WHEREAS the Government/NHAI have agreed to grant such permission on the terms and conditions hereinafter mentioned.



N. K. Yadav  
Advocate Notary

10 SEP 2014



4. Now this Agreement witnesseth that, in consideration of the condition hereinafter contained and on the part of the Licensee/Licensees to be observed and performed, the Government/NHAI hereby grants to the licensee/licensees permission to lay Natural Gas Pipelines as per the approved drawing attached hereto subject to the following conditions, namely:-

- (i) That the licensee/licensees shall within three months from the date hereof complete the laying of gas pipeline to the satisfaction of the Divisional Engineer/Project Director incharge of the National Highways (hereinafter referred to as the Divisional/Executive Engineer/Project Director as applicable) in accordance with the drawings and specifications approved by the Divisional/Executive Engineer/Project Director.
- (ii) That the licensee/licensees shall be responsible for restoring the road and his/their own cost to its original condition after laying the natural gas pipeline and after any damage caused due to inadequate maintenance/operation of the natural gas pipeline.
- (iii) That in case of any burst or leak of natural gas pipeline the Licensee/licensees shall bear the entire cost of restoration of damage caused to the road.
- (iv) That the licensee/licensees shall not without the prior permission in writing of the Divisional/Executive Engineer/Project Director undertake any work of shifting, repairs or alterations to the said natural gas pipeline.
- (v) That the licensee/licensees shall at all times permit any duly authorized officer or servant of the Government/NHAI to inspect the said natural gas pipeline.
- (vi) That the licensee/licensees shall be liable for any loss or damage caused to the Government/NHAI by drainage obstruction or any other like cause due to the said natural gas pipeline.
- (vii) That the licensee/licensees within two months of a notice duly given to him to that behalf by the NHAI/Government shall at his/their own cost remove the natural gas pipeline and restore the road land to its original condition when required to do so by the Government/NHAI or by any person authorized on its behalf. The licensee/licensees shall not be entitled to any compensation on account of such removal or restoration.
- (viii) That if the licensee fails/licensees fail to execute any work which he has/they have agreed to execute under this agreement to the entire satisfaction of the Project Director NHAI/Government. The work shall be executed by the Project Director NHAI/Government at the cost of the licensee/licensees and the amount shall be recoverable from the licensee/licensees as arrears of land revenue without prejudice to any other remedies which may be open to the Government/NHAI in this behalf.
- (ix) That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining the previous consent of the Government/NHAI in writing.
- (x) That this agreement will remain in force for a period of five years from the date of execution in the first instance and be terminated by a notice of two months and the permission may not be renewed after the expiry of the first period.
- (xi) That the permission granted by this license shall not in any way to be deemed to



N. K. Yadav  
Advocate Notary

10 SEP 2014



convey to the licensee/licensees any right to or over or any interest in Government land other than what is herein expressly granted.

- (xii) That during the subsistence of this license the natural gas pipeline located on the road shall be deemed to have been constructed and continued only by the consent and permission of the Government so that the right of the licensee/licensees to the use thereof shall not become absolute and indefeasible by lapse of time.
- (xiii) That the licensee/licensees shall bear the stamp duty charges on this agreement.
- (xiv) Govt of India/NHAI will not be responsible for any damage of any kind by whatsoever means natural or otherwise to the underground electrical cable.

5. The natural gas pipeline shall not be brought into use by the licensee/licensees unless completion certificate to the effect that the natural gas pipeline have been laid in accordance with the approved specifications and drawings has been obtained from the Project Director NHAI.

6. The Licensee shall abide by the conditions enclosed herewith as Annexure – I.

7. Notwithstanding anything contained in clause 4 (vii) the license may be cancelled at any time by the Government for a breach of any condition of the license and the licensee/licensee shall not be entitled to any loss caused to it by such cancellation, nor shall it be absolved from any liability already incurred under this agreement.

8. Annexure – I stipulating the conditions to be enclosed/incorporated in the approval letter for permission for laying of natural gas pipeline shall be the part of the agreement.

This Agreement has been executed in duplicate and each party to the agreement has retained one stamped copy each.

Signed by Shri (Name in full) the licensee  
The constituted attorney of the licensees

श्री संजय जैसवाल / SANJAY JAISWAL  
ज्येष्ठ अधिकारी (सि.जी.एम.) / Sr. Manager (C.G.M.)  
गैस पाइप लाइन लिमिटेड / GAIL Gas Limited  
14<sup>th</sup> Floor, Jubilee Tower B-35-36, Sec-1, Noida (U.P.)

Signed by Shri (Name in full)  
Project Director  
National Highways Authority of India  
for and on behalf of the President of India

In the presence of

1. Name in full (Signature) with designation

(Deep Jyoti Gogoi)  
DM (PE)

2. Name in full (Signature) with designation

Pankaj Bahuguna  
DM (E&M)



1. Name in full (Signature) with designation

2. Name in full (Signature) with designation

N.K. Yadav  
Advocate Notary





GAIL Gas Limited

For NH-11 Permission  
Bharatpur - Fatepur Sikri gas  
Pipeline

(17)

गैल गैस लिमिटेड  
(गैल(इंडिया) लिमिटेड की पूर्णतः स्वामित्व अनुषंगी कम्पनी)  
(भारत सरकार का उपक्रम, एक महारत्न कम्पनी)  
**GAIL Gas Limited**  
(A wholly owned subsidiary of GAIL (India) Limited)  
(A Govt. of India Undertaking, A Maharatna Company)

Ref: GAIL Gas/NOIDA/TTZ/NHAI

Date: 11 / 09/2014

To,  
Project Director,  
National Highway Authority of India,  
Dausa, Rajasthan.

Ref: 23011/14/PIU/DAU/NOC/2723 dtd 10.06.2014

**Sub: Permission for laying of gas pipeline along NH 11 from Ch – 54.250 Km to 33.150 Km on RHS of highway.**

Dear Sir,

With reference to above mentioned letter & after clarification regarding BG & Agreement format on 02/09/2014 from your good office, we are submitting the following in pursuance of permission for laying natural gas pipeline along NH 11 from Ch – 54.250 Km to 33.150 Km on RHS of highway:

1. BG no. 0005PR14017720 dtd 08/09/2014 of Rs. 21,10,000/-
2. Agreement: Original – 2 set, Copy – 2 set.
3. Alignment drawings: 01 set - 25 pages (color copy)

Solicit an early and favourable response from your good office please.

Thanking you,

Yours Sincerely,

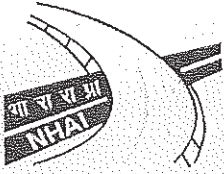
  
(Sanjay Jaiswal) 11/9/14  
Sr. Manager (CGM)

2/c

Corporate Office:- 13<sup>th</sup> & 14<sup>th</sup> Floor, Jubilee Tower, B 35 & 36, Sector -1, NOIDA – 201301, (UP)  
Tel +91-120-2446400 Fax: +91-11-26185941 email: gailgashelp@nail.co.in

Registered Office:- 16, Bhikaji Cama Place, R K Puram, New Delhi- 110066 Tel +91-11-26172580  
CIN- U40200DL2008GOI178614, website - www.gailgas.com





भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय)  
**National Highways Authority of India**

(Ministry of Road Transport & Highways)

गलियारा प्रबन्धन ईकाई CORRIDOR MANAGEMENT UNIT

• 6P, सेक्टर-16A, फरीदाबाद-121002 (हरियाणा) • 6P, Sector-16A, Faridabad-121002 (Haryana)

टेलिफैक्स : 0129-2400900

Telefax : 0129-2400900

ई-मेल : mat@nhai.org

E-mail : mat@nhai.org

NIHAI/CMU/MTR/18012/2014/D- 35395

Date: 21.07.2014

To  
Shri Sanjay Jaiswal  
Sr. Manager (CGM)  
M/s. GAIL Gas Ltd.  
14<sup>th</sup> Floor, Jubilee Tower,  
B-35 & 36, Sector - 01  
Noida-201301 (UP)

Sub: Permission for laying of 8" Gas Pipeline from Ch. 96.750 Km to Ch. 113.375 Km along NH-2.

Ref: (i) This office letter no. D-34362 dt. 27.02.2014.  
(ii) Your letter No. GAILGAS/NOIDA/TTZ/NHAI/2012/06/01 dated 17.04.2014.

Sir,

In continuation to this office letter at sl.(i) vide which in-principle approval conveyed on the above proposal.

Vide your letter at sl.(ii) you have given consent on the terms and condition of the in-principle approval and submitted the requisite Bank Guarantee and License Agreement.

The License Agreement signed on 16.07.2014 between NHAI & Gail Gas Ltd. for laying of Gas Pipeline from Ch. 96.750 to Ch.113.375 and crossings at Km.96.900, at Km.102.850, at Km.106.750 and at Km.109.100 along NH-2 in the State of Uttar Pradesh is enclosed and forwarded in original for information and further necessary action.

Thanking you,

Yours faithfully,

✓ Project Director  
CMU Mathura

Encl: Original License Agreement.

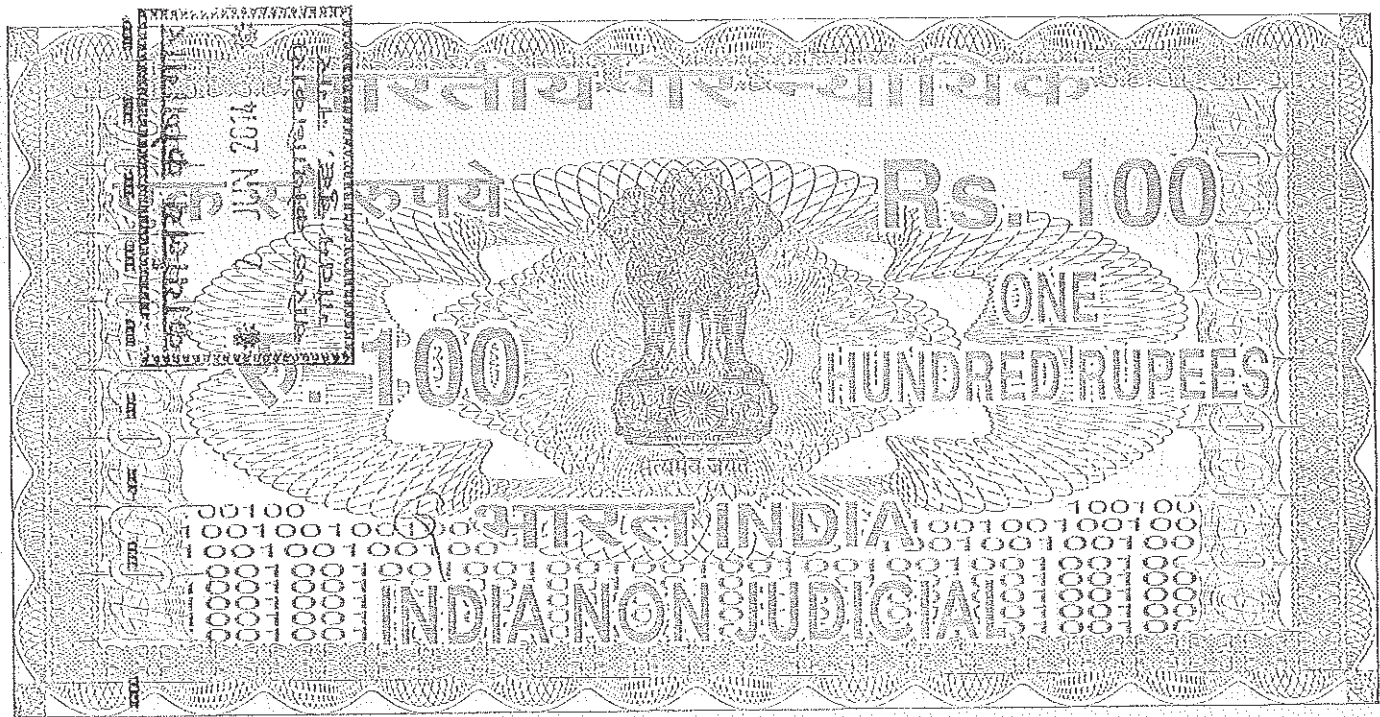
- CC: 1. Sh. K K Gupta, Team Leader M/s. URS Scott Wilson India Pvt. Ltd. Faridabad for information and necessary action please, along with a copy of License Agreement.  
2. Sh. Rajesh Madaan, M/s D.A. Toll Road Pvt. Ltd. for information and necessary action please, along with a copy of License Agreement.

(हम हिन्दी में पत्राचार का स्वागत करते हैं।)

Corporate Office : G - 5 & 6, Sector - 10, Dwarka, New Delhi - 110075

निगमित कार्यालय : जी-५ एवं ६, सेक्टर-१०, द्वारका, नई दिल्ली-११००७५





उत्तर प्रदेश UTTAR PRADESH

BY 175840

LICENCE AGREEMENT FOR THE USE OF NATIONAL HIGHWAY LAND

Agreement to lay Natural Gas pipeline (8" Dia Steel Pipeline) along National Highway No-2 from Km. 96.750 to Km.113.375 (From Kosi to Chhata) in the State of Uttar Pradesh.

This agreement made this 16<sup>th</sup> Day of July (Month) of 2014 (Year) between National Highway Authority of India acting in his executive capacity through Project Director, CMU-Mathura (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and GAIL GAS Ltd, 14<sup>th</sup> Floor, Jubilee Tower, B-35 & 36, Sector-01, Noida (UP) a company registered under the Companies Act 1956 and having its registered office at 16, Bikaji Cama Place, R. K. Puram, New Delhi (hereinafter called the "Licensee"), which expression shall unless excluded by or repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the National Highway Authority of India is responsible, inter-alia, for development and maintenance of lands in ROW.

Whereas, the Licensee proposes to lay Natural Gas pipeline along National Highway No-2 from Km. 96.750 to Km.113.375 KM (From Kosi to Chhata) in the State of Uttar Pradesh.

1  
संजय जायसवाल / SANJAY JAISWAL  
सिस्टम प्रबंधक (सी.जी.एम.) / Sr. Manager (C.G.M.)  
गैल गैस लिमिटेड / GAIL Gas Limited  
14<sup>th</sup> Floor, Jubilee Tower B-35-36, Sec-1, Noida (U.P.)



Whereas the Licensee has applied to the Authority for permission to lay Natural Gas Pipeline along NH-2 from chainage 96.750 KM to 113.375 KM and crossings at Km.96.900, Km.102.850, Km.106.750 and at Km.109.100 in the State of Uttar Pradesh.

And whereas the Authority has agreed to grant such permission on the terms and conditions hereinafter mentioned.

Now this Agreement witnesseth that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to Lay Natural Gas Pipeline as per the approved drawing attached here to subject to the following conditions, namely:-

- 1). The natural gas pipe shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the pipe shall be laid beyond the toe line of the embankments and clear of the drain. In cases where pipeducts with sufficient space are already available along NH, the pipes shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provision for Natural Gas Pipelines;
- 2). The top of the casing/conduit pipe containing the pipes shall be at least 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Annexure-IV. Any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 3). The Licensee shall ensure making good the excavated trench for laying pipes by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way;
- 4). A Performance Bank Guarantee @ Rs.100 per route meter with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. The above charge of Rs.100/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the pipe line shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with



the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

- 5). The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the pipe line/ducts; may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 6). The Licensee shall shift the pipes lines/ducts within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the pipe lines/ducts, in case it is so required for the purpose of improvement / widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 7). The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other pipes, cable duct, underground installations/ utilities /facilities etc. The Licensee shall ensure the safety and security of already existing pipes/underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing pipe line/ducts.
- 8). The Licensee shall be solely responsible/liable for full compensation/ indemnification of concerned agency/aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with

Authority shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.

- 9). If the Licensee fails to comply with the condition (6) and (7) above to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 10). No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Whether the technical requirements are fulfilled or not, shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the Authority would not be accountable or liable in any manner whatsoever.
- 11). The Licensee shall procure insurance from a reputed insurance company against damages to already existing pipes/underground installations/utilities/facilities etc. during trenching.
- 12). Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a pipe, the Licensee has to execute the corresponding restoration work in a time bound manner.
- For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the pipe shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the Excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 13). The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 14). Each day, the extent of digging the trenches should be strictly regulated so that pipes are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency



designated by the Authority.

- 15). The Licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any, due to the digging of trenches for laying Natural Gas Pipeline.
- 16). This permission shall be co-terminus with the validity of license awarded by the Petroleum and Natural Gas Regulatory Board (PNGRB). The permission granted under this Agreement will automatically cease in case of premature termination of the license granted to by the PNGRB. The Authority also has a right to terminate the permission or to extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to Natural Gas Pipeline, he will have to furnish a separate Bank Guarantee.
- 17). That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with Authority undertake any work of shifting, repairs or alterations to the said Natural Gas Pipes/ducts.
- 18). In order to avoid repeated digging on the same routes, in cases where pipe ducts with sufficient space are already available along NH, laying of pipes shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In cases where such ducts are not available, the Licensee is free to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the Licensee with suitable mutual agreements with the Authority or his designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.
- 19). The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 20). During the subsistence of this Agreement, the Natural Gas Pipeline located in highway land /property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 21). The Licensee shall bear the Stamp Duty charged on this Agreement.
- 22). The Natural Gas Pipes shall not be brought into use by the Licensee unless a completion certificate to the effect that the Natural Gas Pipes/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and

geo-tagged video recordings of laying of pipes in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.

- 23). Notwithstanding anything contained herein, this Agreement may be cancelled at any time by the Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- 24). The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 25). If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of Licensee.
- 26). After the termination /expiry of the agreement, the Licensee shall remove the pipe/ducts within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the pipes/ducts. However, before taking up the work of removal of pipes the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50 m away from the edge of the RoW.
- 27). The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions /scope of service contained/defined in the license agreement of the Licensee with PNGRB and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this RoW facility is not to enhance the scope of License of the Licensee with the PNGRB.
- 28). Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the Authority, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
- 29). For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/ shifting of pipes/ cable ducts by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/NHAI/ Implementing authorities for the project shall not be liable to the Concessionaire in any way in this regard.

This Agreement has been made in duplicate, each on a Stamp Paper. Each party to this Agreement has retained one stamped copy each.



6



संजय जायसवाल / SANJAY JAISWAL  
वरिष्ठ प्रबन्धक (सी.जी.एम.) / Sr. Manager (C.G.M.)  
गैस लिमिटेड / GAIL Gas Limited  
14<sup>थ</sup> तल, जुबली टॉवर फ्लोर-1, नोडा (उ.प्र.)  
14<sup>th</sup> Floor, Jubilee Tower B-35-36, Sector-1, Noida (U.P.)

Ch 96.750 TO 113.275 Km

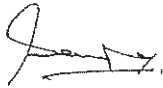


IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND

On behalf of M/s Gail Gas Ltd.

On behalf of National Highways Authority of India



(Sanjay Jaiswal)

Sr. Manager (Projects)

M/s GAIL GAS LTD. / SANJAY JAISWAL

प्रबंधक (सी.जी.एम.) / Sr. Manager (C.G.M.)

गैल गैस लिमिटेड / GAIL Gas Limited

14<sup>th</sup> Floor, Jubilee Tower B-35-36, Sec.-1, Noida (U.P.)



(M. K. Gupta)

Project Director

Project GM Mathura  
Corridor Management Unit  
National Highways Authority of India  
Mathura (at Faridabad)

IN THE PRESENCE OF (WITNESSES):

1. Yash Pal Singh Laddu  
Name in Full

  
(Signature with Designation)

Mr. CD  
JULIA

2. Name in Full SURESH PALSINGH

  
(Signature with Designation)

Manager, (CGM)  
GAIL Gas Ltd. NOIDA

कार्यालय अधिशासी अभियन्ता निर्माण खण्ड-1, लो0 नि0 वि0, मथुरा

पत्रांक 893/19

दिनांक 23-3-13

सेवा में,

श्री अमित कुमार सिंह

डी0जी0एम0 (प्रोजेक्ट-टी0टी0जेड0)

वास्ते- मै0 गल गैस लिमिटेड

ए-2, सेक्टर-2, एच0एच0ई0सी0 बिल्डिंग

नोएडा-201301(उ0प्र0)

विषय:- छाता शेरगढ़ नौहड्डील बाजना गोमत मार्ग (प्र0जि0 मार्ग-139) में मार्ग के सहारे 8 इंच व्यास की स्टील पाइप लाइन बिछाये जाने हेतु रोड कटिंग की अनुमति के सम्बन्ध में।

सन्दर्भ:- आपका प्रार्थना पत्र शून्य दिनांक 29.01.2013 एवं दिनांक 12.03.2013

महोदय,

कृपया उपरोक्त सन्दर्भित पत्रों का अवलोकन करने का कष्ट करें। इस कार्यालय के पत्रांक 297/सी-20 दिनांक 01.02.2013 के द्वारा मांगी गयी रोड कटिंग हेतु धनराशि रु0 359853.00 (रु0 तीन लाख उनसठ हजार आठ सौ तिरपन मात्र) इस कार्यालय में बैंक ड्राफ्ट संख्या 277268 दिनांक 04.03.2013 के माध्यम से जमा हो जाने के उपरान्त आपको विषयक मार्ग पर (पूर्व में संलग्न स्लट चार्ट के अनुरूप) रोड कटिंग की अनुमति निम्नलिखित शर्तों के साथ प्रदान की जाती है:-

- 1- लेपित मार्ग के किनारे से 4.00 मी0 से कम दूरी पर ट्रेन्च/पिट्स कदापि न खोदी जाये।
- 2- स्टील पाइप लाइन 1.60 मी0 से कम गहराई पर न बिछायी जाये।
- 3- ट्रेन्च/पिट्स की खुदाई जहाँ तक सम्भव हो सके सीधी रेखा में की जाये।
- 4- यदि रात में कार्य करना आवश्यक हो तो उचित प्रकाश व्यवस्था का प्रबन्ध किया जाना सुनिश्चित करें।
- 5- यातायात को सुचारु रूप से चलाने हेतु उचित निर्देश चिन्ह लगाये जायें तथा इस बात का पूर्ण ध्यान रखें कि यातायात बाधित न हो।
- 6- कार्य स्थल पर होने वाली दुर्घटनाओं के लिए इस विभाग की कोई जिम्मेदारी नहीं होगी।
- 7- मार्ग के किनारे लगे वृक्षों, पौधों को किसी भी दशा में क्षति न पहुँचाई जाये।
- 8- मार्ग के किनारे पूर्व में बिछायी गयी अन्य ओ0एफ0सी0 केबुल/पाइप लाइन एवं सीवर लाइन आदि को क्षतिग्रस्त न किया जाये अन्यथा उसकी मरम्मत का दायित्व आपका ही होगा।
- 9- ट्रेन्च/पिट्स की बैंक फिलिंग करने के पश्चात उसकी मिट्टी का समुचित कम्पैक्शन अनिवार्य रूप से कराया जाना सुनिश्चित करें।
- 10- यदि किसी अन्य स्थानीय निकाय से अनुमति लेने की आवश्यकता हो तो आवेदक को सम्बन्धित विभाग से अलग अनुमति लेनी होगी।

उपरोक्त शर्तों के पालन को करते हुए यह अनुमति तत्काल प्रभाव से दी जाती है। आप उपरोक्तानुसार निर्देशों का पालन करते हुए अधिकतम तीन माह की अवधि में कार्य पूर्ण करवा लिया जाये।

अधिशासी अभियन्ता

निर्माण खण्ड-1, लो0 नि0 वि0

मथुरा

23-03-2013

दिनांक

पत्रांक

प्रतिलिपि:-

1. सहायक अभियन्ता प्रथम निर्माण खण्ड-1, लो0 नि0 वि0, मथुरा को सूचनाार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।
2. अवर अभियन्ता (ग्रा0) निर्माण खण्ड-1, लो0 नि0 वि0, मथुरा को रिकार्ड हेतु।

अधिशासी अभियन्ता

निर्माण खण्ड-1, लो0 नि0 वि0

मथुरा



12

**कार्यालय अधिशासी अभियन्ता निर्माण खण्ड-1, लो0 नि0 वि0, मथुरा**

पत्रांक 898/...-19

दिनांक 23-3-13

सेवा में,

श्री अमित कुमार सिंह  
डी0जी0एम0 (प्रोजेक्ट-टी0टी0जेड0)  
वास्ते- मै0 गेल गैस लिमिटेड  
ए-2, सेक्टर-2, एच0एच0ई0सी0 बिल्डिंग  
नोएडा-201301(उ0प्र0)

**विषय:-** छाता शेरगढ़ नौहड्डील बाजना गौमत मार्ग (प्र0जि0 मार्ग-139) में मार्ग के सहारे 8 इंच व्यास की स्टील पाइप लाइन बिछाये जाने हेतु रोड कटिंग की अनुमति के सम्बन्ध में।

**सन्दर्भ:-** आपका प्रार्थना पत्र दिनांक 29.01.2013 एवं दिनांक 12.03.2013

महोदय,

कृपया उपरोक्त सन्दर्भित पत्रों का अवलोकन करने का कष्ट करें। इस कार्यालय के पत्रांक 297/सी-20 दिनांक 01.02.2013 के द्वारा मांगी गयी रोड कटिंग हेतु धनराशि रु0 359853.00 (रु0 तीन लाख उनसठ हजार आठ सौ तिरपन मात्र) इस कार्यालय में बैंक ड्राफ्ट संख्या 277268 दिनांक 04.03.2013 के माध्यम से जमा हो जाने के उपरान्त आपको विषयक मार्ग पर (पूर्व में संलग्न रूट चार्ट के अनुरूप) रोड कटिंग की अनुमति निम्नलिखित शर्तों के साथ प्रदान की जाती है:-

- 1- लेपित मार्ग के किनारे से 4.00 मी0 से कम दूरी पर ट्रेन्च/पिट्स कदापि न खोदी जाये।
- 2- स्टील पाइप लाइन 1.60 मी0 से कम गहराई पर न बिछायी जाये।
- 3- ट्रेन्च/पिट्स की खुदाई जहाँ तक सम्भव हो सके सीधी रेखा में की जाये।
- 4- यदि रात में कार्य कराना आवश्यक हो तो उचित प्रकाश व्यवस्था का प्रबन्ध किया जाना सुनिश्चित करें।
- 5- यातायात को सुचारु रूप से चलाने हेतु उचित निर्देश चिन्ह लगाये जायें तथा इस बात का पूर्ण ध्यान रखें कि यातायात बाधित न हो।
- 6- कार्य स्थल पर होने वाली दुर्घटनाओं के लिए इस विभाग की कोई जिम्मेदारी नहीं होगी।
- 7- मार्ग के किनारे लगे दृष्टों/पौधों को किसी भी दशा में क्षति न पहुँचाई जाये।
- 8- मार्ग के किनारे पूर्व में बिछायी गयी अन्य ओ0एफ0सी0 केबुल/पाइप लाइन एवं सीवर लाइन आदि को क्षतिग्रस्त न किया जाये अन्यथा उनकी मरम्मत का दायित्व आपका ही होगा।
- 9- ट्रेन्च/पिट्स की बैंक फिलिंग करने के पश्चात उसकी मिट्टी का समुचित कम्पैक्शन अनिवार्य रूप से कराया जाना सुनिश्चित करें।
- 10- यदि किसी अन्य स्थानीय निकाय से अनुमति लेने की आवश्यकता हो तो आवेदक को सम्बन्धित विभाग से अलग अनुमति लेनी होगी।

उपरोक्त शर्तों का पालन न करने पर यह अनुमति तत्काल प्रभाव से निरस्त की जा सकती है। अतः उपरोक्तानुसार निर्देशों का पालन करते हुए अधिकतम तीन माह की अवधि में कार्य पूर्ण कर लिया जायें।

अधिशासी अभियन्ता

निर्माण खण्ड-1, लो0 नि0 वि0

मथुरा

23.03.2013

दिनांक

पत्रांक ...../...

प्रतिलिपि:-

1. सहायक अभियन्ता प्रथम निर्माण खण्ड-1, लो0 नि0 वि0, मथुरा को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।
2. अवर अभियन्ता (प्रा0) निर्माण खण्ड-1, लो0 नि0 वि0, मथुरा को रिकार्ड हेतु।

अधिशासी अभियन्ता

निर्माण खण्ड-1, लो0 नि0 वि0

मथुरा



# गेल गैस लिमिटेड

(भारत सरकार का उपक्रम) (एक महारत्न कंपनी -  
गेल (इंडिया) लिमिटेड की पूर्णतः स्वामित्व अनुषंगी कम्पनी)

## GAIL Gas Limited

(A Govt. of India Undertaking) (A wholly owned subsidiary of  
GAIL (India) Limited - A Maharatna Company)

निगमित कार्यालय :  
13वीं और 14वीं मंजिल, जुबली टावर,  
बी 35 व 36, सेक्टर-1, नोएडा-201301 (यू.पी.)

CORPORATE OFFICE :  
13<sup>TH</sup> & 14<sup>TH</sup> FLOOR, GAIL JUBILEE TOWER,  
B 35 & 36, SECTOR-1, NOIDA-201301 (U.P.)

फोन/PHONE : +91-120-2446400, 4862400  
फैक्स/FAX : +91-11-26185941  
gailgashelpine@gail.co.in

GAIL GAS/NOIDA/TTZ-PERM/PWD-MATHURA/2015

DATE: 26.11.2015

To,  
The Executive Engineer  
Public Works Department,  
Mathura (UP)

Subject: Permission for laying 4" dia Natural gas pipe lines along kosi -Nandgram road en- route Kosi -  
Kosi kalan industrial area Gas pipe line.

Dear Sir,

GAIL Gas Limited a wholly owned subsidiary of M/s. GAIL (India) Limited is a Maharatna Status Company of Government of India under the aegis of Ministry of Petroleum and Natural Gas and ranks among the top ten companies in the country. GAIL Gas Limited has been authorized for laying, operating and expending City Gas Distribution (CGD) network in Taj Trapezium Zone including Cihata, Kosi, Vrindavan and Goverdhan vide letter No. S-Infra/II/1/2008-Vol.II/Firozabad Dated 26.09.2011, herewith enclosed for your kind reference. Under the authorization GAIL Gas Limited has plan to lay 4" dia pipeline from Kosi to kosi kalan Industrial Area for gas supply to Industrial, Commercial & domestic consumers in the area. The construction of said pipelines is likely to start very soon with in a very tight schedule.

The proposed pipeline will be laid within the ROW of road in right side towards Nandgram in length of 2.125 Km approx. as per attached Alignment sheets falling under your jurisdiction. This is to bring to your kind notice that the restoration work shall be carried out by our pipeline laying contractor. The detail of pipeline is as per following.

| S.NO. | Pipeline Chainage in km. | Length in Km. | Width of Trench in mtr. | Remarks                     |
|-------|--------------------------|---------------|-------------------------|-----------------------------|
| 1.    | 3.250 to 1.125           | 2.125         | 0.75                    | Right side towards Nandgarm |

You are requested to grant permission on priority to lay the subject pipelines along Kosi - Nandgram road.

Thanking You,

Recd  
On 26/11/15

Yours Truly,

(S.P. Singh)

Manager (Project)

GAIL Gas Limited, 13<sup>th</sup> Floor, Jubilee Tower,

B-35&36, Sec-1, Noida

एस. पी. सिंह/S.P. SINGH

प्रबन्धक (परियोजना)/Manager (Project)

गेल गैस लिमिटेड/GAIL GAS LIMITED

बी-35 एवं 36, जुबिली टावर, सेक्टर-1,

B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,

नोएडा-201301 (उ.प्र.)/NOIDA-201301 (U.P.)

सीआईएन/CIN

U40200DL2008GOI178614

www.gailgas.com

Encl.: 1. Alignment Sheets 2. Authorization letter.

पंजीकृत कार्यालय :

गेल भवन, 16, आर.के. पुरम,

भीकाएजी कामा प्लेस, नई दिल्ली - 110066, इंडिया

REGD. OFFICE:

GAIL BHAWAN, 16, R. K. PURAM,

BHIKAJI CAMA PLACE, NEW DELHI - 110066, INDIA



# कार्यालय अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो०नि०वि०, मथुरा।

पत्रांक : 403/e-17

दिनांक : 7-2-13

सेवा में,

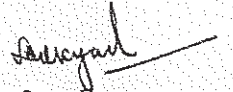
उप महाप्रबन्धक  
गेल गैस लि०, ए-1,, सेक्टर-2,  
नोएडा, उ०प्र०

विषय— अकबरपुर से सिहाना मार्ग के रोड कटिंग चार्जेज जमा करने के सम्बन्ध में।  
संदर्भ— आपका पत्रांक शून्य दिनांक 29.01.2013

कृपया उपरोक्त संदर्भित पत्रांक का अवलोकन करने का कष्ट करें, जिसमें आपके द्वारा अकबरपुर से सिहाना मार्ग को काटकर पाइप लाइन डाले जाने हेतु अपने आवेदन पत्र में उल्लेख किया है।

इस संदर्भ में इस खण्ड के सहायक अभियन्ता एवं अवर अभियन्ता द्वारा स्थलीय जांच कर उपरोक्त मार्ग के रेस्टोरेशन हेतु रु० 9.15 लाख का आगणन गठित किया गया है।

अतः कृपया रु० 9.15 लाख का अधोहस्ताक्षरकर्ता के पदनाम से ड्राफ्ट बनाकर इस खण्ड को उपलब्ध कराने का कष्ट करें। तदोपरान्त ही आपको अनुमति देना सम्भव होगा।



अधिशासी अभियन्ता  
प्रान्तीय खण्ड, लो०नि०वि०,  
मथुरा।

पत्रांक :

दिनांक :

1. प्रतिलिपि सहायक अभियन्ता (तृतीय) को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

अधिशासी अभियन्ता  
प्रान्तीय खण्ड, लो०नि०वि०,  
मथुरा।

**A/C PAYEE ONLY**  
**ICICI Bank**

VALID FOR THREE MONTHS ONLY

Drawee Branch

(274) MATHURA

DATE

04 03 11  
D D M M Y Y

DD No. 277267

ON DEMAND PAYEE EXECUTIVE ENGINEER, PROVINCIAL DIVISION, FWD  
MATHURA\*\*\*\*\*  
RUPEES Nine Lakh Fifteen Thousand Only

OR ORDER

₹ \*\*\*\*\*9 15 000.00

FOR VALUE RECEIVED

TL/9/6 Not Above ₹ 15,000.00

0031DDCENPAY  
NOIDA

Issuing Branch

Authorised Signatory

Authorised Signatory

Please sign above

⑈ 277267⑈ 00029000⑈ 000031⑈ 16





GAIL Gas Limited

गेल गैस लिमिटेड  
[गेल(इंडिया)लिमिटेड की पूर्णतः स्वामित्व अनुषंगी कम्पनी]  
(भारत सरकार का उपक्रम-एक नवोदय कम्पनी)  
**GAIL GAS Limited**  
[A wholly owned subsidiary of GAIL (India) Limited  
(A Government of India Undertaking-A Navratna Company)]

To,

Date: 12 March 2013

The Executive Engineer,  
Provincial Division,  
P.W.D.,  
Mathura.( U.P.)

Sub: Deposition of DD for Gas Pipeline Laying from Akbarpur to Sihana in the  
Authorized Area of TTZ

Dear Sir,

This has reference to your letter no 403/C-17 dated 07.02.2013 for deposition of Road Cutting Charges. Please find enclosed herewith DD no 277267 dated 04.03.2013 for Rs 9.15 lacs only for deposition at your end.

You are requested to kindly grant the permission for laying the Pipeline along the road as detailed above.

Thanking You.

Yours Sincerely

Amit Kumar Singh

D.G.M. (Projects-TTZ)

# कार्यालय अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो०नि०वि०, मथुरा।

पत्रांक : 403/e-17

दिनांक : 7-2-13

सेवा में,

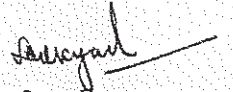
उप महाप्रबन्धक  
गेल गैस लि०, ए-1,, सेक्टर-2,  
नोएडा, उ०प्र०

विषय— अकबरपुर से सिहाना मार्ग के रोड कटिंग चार्जेज जमा करने के सम्बन्ध में।  
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प्रान्तीय खण्ड, लो०नि०वि०,  
मथुरा।



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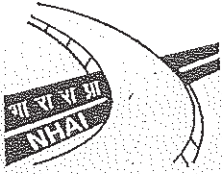
Thanking You.

Yours Sincerely

Amit Kumar Singh

D.G.M. (Projects-TTZ)





# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

## National Highways Authority of India

(Ministry of Road Transport & Highways)

गलियारा प्रबन्धन ईकाई CORRIDOR MANAGEMENT UNIT

• 6P, सेक्टर-16A, फरीदाबाद-121002 (हरियाणा) • 6P, Sector-16A, Faridabad-121002 (Haryana)

टेलिफैक्स : 0129-2400900

Telefax : 0129-2400900

ई-मेल : mat@nhai.org

E-mail : mat@nhai.org

NHAI/CMU/MTR/18012/2014/D-35394

Date: 21.07.2014

To

Shri Sanjay Jaiswal

Sr. Manager (CGM)

M/s. GAIL Gas Ltd.

14<sup>th</sup> Floor, Jubilee Tower,

B-35 & 36, Sector - 01

Noida-201301 (UP)

**Sub: Permission for laying of 6" Gas Pipeline from Km. 122.885 to Km. 134.565 LHS on NH-2.**

Ref: (i) This office letter no. D-34361 dt. 27.02.2014.

(ii) Your letter No. GAILGAS/NOIDA/TTZ/NHAI/2012/06/01 dated 17.04.2014.

Sir,

In continuation to this office letter at sl.(i) vide which in-principle approval conveyed on the above proposal.

Vide your letter at sl.(ii) you have given consent on the terms and condition of the in-principle approval and submitted the requisite Bank Guarantee and License Agreement.

The License Agreement signed on 16.07.2014 between NHAI & Gail Gas Ltd. for laying of Gas Pipeline from Ch.122.885 to Ch.134.565 and crossings at Km.122.885 and at Km.134.400 along NH-2 in the State of Uttar Pradesh is enclosed and forwarded in original for information and further necessary action.

Thanking you,

Yours faithfully,

  
Project Director  
CMU Mathura

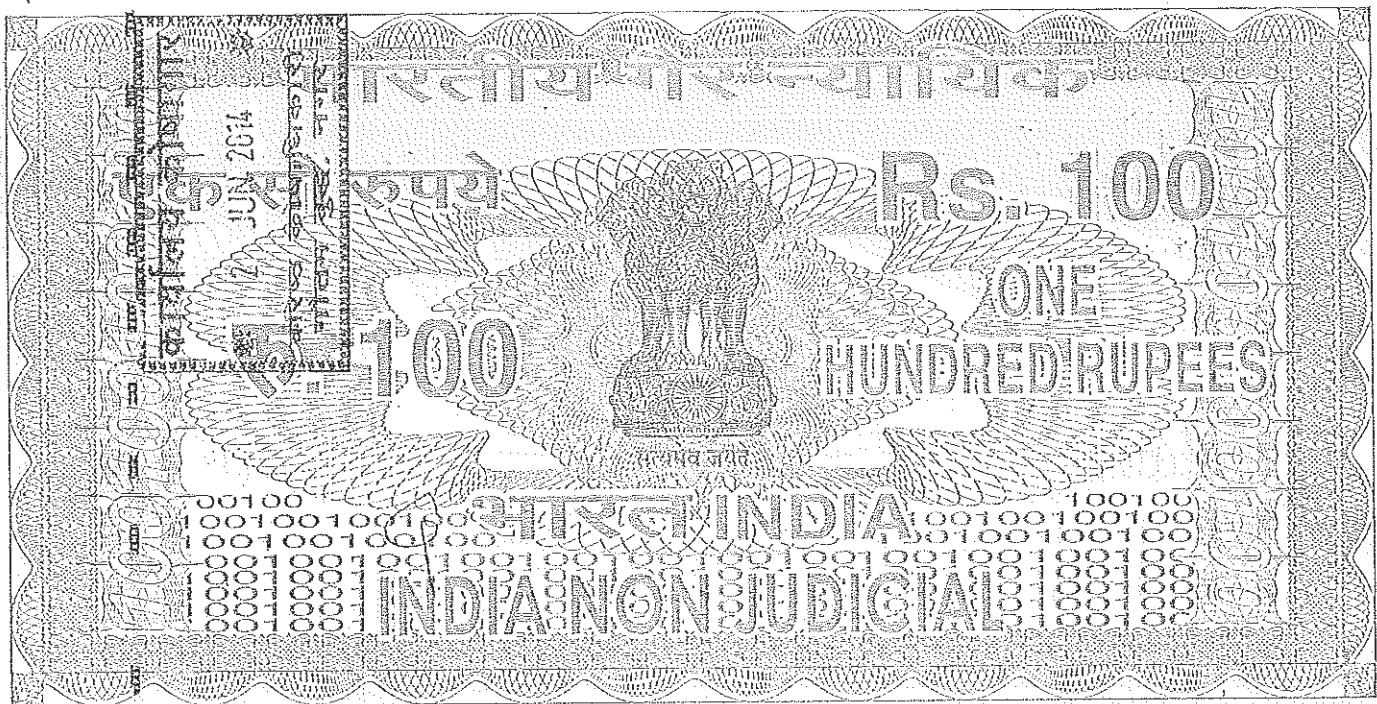
Encl: Original License Agreement.

- CC: 1. Sh. K K Gupta, Team Leader M/s. URS Scott Wilson India Pvt. Ltd. Faridabad for information and necessary action please, along with a copy of License Agreement.  
2. Sh. Rajesh Madaan, M/s D.A. Toll Road Pvt. Ltd. for information and necessary action please, along with a copy of License Agreement.

(हम हिन्दी में पत्राचार का स्वागत करते हैं।)

Corporate Office : G - 5 & 6, Sector - 10, Dwarka, New Delhi - 110075

निगमित कार्यालय : जी-५ एवं ६, सेक्टर-१०, द्वारका, नई दिल्ली-११००७५



उत्तर प्रदेश UTTAR PRADESH

BY 175842

LICENCE AGREEMENT FOR THE USE OF NATIONAL HIGHWAY LAND

Agreement to lay Natural Gas pipeline (6" Dia Steel Pipeline) along National Highway No-2 from Km.122.885 to Km.134.565 near Vrindavan, District - Mathura in the State of Uttar Pradesh.

This agreement made this <sup>16<sup>th</sup></sup> Day of July (Month) of 2014 (Year) between National Highway Authority of India acting in his executive capacity through Project Director, CMU-Mathura (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and GAIL GAS Ltd, 14<sup>th</sup> Floor, Jubilee Tower, B - 35 & 36, Sector-01, Noida (UP) a company registered under the Companies Act 1956 and having its registered office at 16, Bikaji Cama Place, R. K. Puram, New Delhi (hereinafter called the "Licensee"), which expression shall unless excluded by or repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the National Highway Authority of India is responsible, inter-alia, for development and maintenance of lands in ROW.

Whereas, the Licensee proposes to lay Natural Gas pipeline along National Highway No-2 from Km.122.885 to Km.134.565 near Vrindavan, District - Mathura in the state of Uttar Pradesh.

संजय जायसवाल / SANJAY JAISWAL

वरिष्ठ प्रबंधक (सी.जी.एम.) / Sr. Manager (C.G.M.)

गैल गैस लिमिटेड / GAIL Gas Limited

14<sup>th</sup> तल, जुबली टॉवर B-35-36, सेक्टर-01, नोएडा (उ.प्र.)

14<sup>th</sup> Floor, Jubilee Tower B-35-36, Sector-01, Noida (U.P.)

km 122.885 To 134.565



Whereas the Licensee has applied to the Authority for permission to lay Natural Gas Pipeline along NH-2 from Km.122.885 to Km.134.565 and crossings at Km.122.885 & Km.134.400 in the State of Uttar Pradesh.

And whereas the Authority has agreed to grant such permission on the terms and conditions hereinafter mentioned.

Now this Agreement witnesseth that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to Lay Natural Gas Pipeline as per the approved drawing attached here to subject to the following conditions, namely:-

- 1) The natural gas pipe shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the pipe shall be laid beyond the toe line of the embankments and clear of the drain. In cases where pipeducts with sufficient space are already available along NH, the pipes shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provision for Natural Gas Pipelines;
- 2) The top of the casing/conduit pipe containing the pipes shall be at least 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in **Annexure-IV**. Any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 3) The Licensee shall ensure making good the excavated trench for laying pipes by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way;
- 4) A Performance Bank Guarantee @ Rs.100 per route meter with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. The above charge of Rs.100/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the pipe line shall be required to be undertaken by the Licensee at its

  
संजय जायसवाल / SANJAY JAISWAL  
वरिष्ठ प्रबंधक (सी.जी.एम.) / Sr. Manager (C.G.M.)  
गैस गैस लिमिटेड / GAIL Gas Limited  
14th फ्लोर, जुबिली टावर ई-35/36, सेक्टर-1, नोडा (उ.प्र.)  
14<sup>th</sup> Floor, Jubilee Tower E-35/36, Sec-1, Noida (U.P.)

  
Km 122.885 Km To 134.565 Km

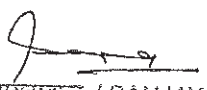
cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

- 5) The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the pipe line/ducts; may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 6) The Licensee shall shift the pipes lines/ducts within 90 days (or as specified by the respective Authority) from the date of Issue of the notice by the concerned Authority to shift/relocate the pipe lines/ducts, in case it is so required for the purpose of improvement / widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 7) The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other pipes, cable duct, underground installations/ utilities /facilities etc. The Licensee shall ensure the safety and security of already existing pipes/underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing pipe line/ducts.

- 8) The Licensee shall be solely responsible/liable for full

  
संजय जायसवाल / SANJAY JAISWAL

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122.885 Km To 134.565 Km



compensation/ indemnification of concerned agency/aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.

- 9) If the Licensee fails to comply with the condition (6) and (7) above to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 10) No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Whether the technical requirements are fulfilled or not, shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the Authority would not be accountable or liable in any manner whatsoever.
- 11) The Licensee shall procure insurance from a reputed insurance company against damages to already existing pipes/underground installations/utilities/facilities etc. during trenching.
- 12) Grant of license is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a pipe, the Licensee has to execute the corresponding restoration work in a time bound manner.

For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the pipe shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the Excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

- 13) The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details



संजय जायसवाल / SANJAY JAISWAL

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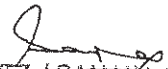
Ch 122.885 To 134.565 Km

- prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 14) Each day, the extent of digging the trenches should be strictly regulated so that pipes are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 15) The Licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any, due to the digging of trenches for laying Natural Gas Pipeline.
- 16) This permission shall be co-terminus with the validity of license awarded by the Petroleum and Natural Gas Regulatory Board (PNGRB). The permission granted under this Agreement will automatically cease in case of premature termination of the license granted to by the PNGRB. The Authority also has a right to terminate the permission or to extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to Natural Gas Pipeline, he will have to furnish a separate Bank Guarantee.
- 17) That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with Authority undertake any work of shifting, repairs or alterations to the said Natural Gas Pipes/ducts.
- 18) In order to avoid repeated digging on the same routes, in cases where pipe ducts with sufficient space are already available along NH, laying of pipes shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In cases where such ducts are not available, the Licensee is free to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the Licensee with suitable mutual agreements with the Authority or his designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.
- 19) The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 20) During the subsistence of this Agreement, the Natural Gas Pipeline located in highway land /property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not



become absolute and indefeasible by lapse of time.

- 21) The Licensee shall bear the Stamp Duty charged on this Agreement.
- 22) The Natural Gas Pipes shall not be brought into use by the Licensee unless a completion certificate to the effect that the Natural Gas Pipes/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of pipes in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 23) Notwithstanding anything contained herein, this Agreement may be cancelled at any time by the Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- 24) The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 25) If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of Licensee.
- 26) After the termination /expiry of the agreement, the Licensee shall remove the pipe/ducts within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the pipes/ducts. However, before taking up the work of removal of pipes the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50 m away from the edge of the RoW.
- 27) The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions /scope of service contained/defined in the license agreement of the Licensee with PNGRB and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this RoW facility is not to enhance the scope of License of the Licensee with the PNGRB.
- 28) Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the High Level

  
संजय जायसवाल / SANJAY JAISWAL  
वरिष्ठ प्रबंधक (सी जी एम) / Sr. Manager (C.G.M.)  
गैस गैस लिमिटेड / GAIL Gas Limited  
14<sup>th</sup> Floor, Jubilee tower B-15, Sector-1, Gurgaon (H.P.)

  
CL 122-885 To 134-565K.

Committee comprising the designated representatives of the Authority, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all.

- 29) For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/ shifting of pipes/ cable ducts by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/NHAI/ Implementing authorities for the project shall not be liable to the Concessionaire in any way in this regard.

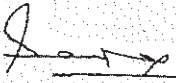
This Agreement has been made in duplicate, each on a Stamp Paper. Each party to this Agreement has retained one stamped copy each.

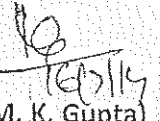
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND

On behalf of M/s Gail Gas Ltd.

On behalf of National Highways Authority of India

  
(Sanjay Jaiswal) / SANJAY JAISWAL  
Sr. Manager (Projects) / Sr. Manager (C.G.M.)  
M/s Gail Gas Ltd. / GAIL Gas Limited  
14th Floor, Jubilee Tower B-35-36, Sector-1, Noida (U.P.)  
Noida

  
(M. K. Gupta)  
Project Director  
CMU-Mathura  
Project Director  
Corridor Management Unit  
National Highways Authority of India  
Mathura (at Faridabad)

IN THE PRESENCE OF (WITNESSES):

1. Yashpal Singh Jados  
Name in Full

  
(Signature with Designation)  
MGR (CT)  
NHAI

2. Name in Full SURESH PAL SINGH

  
(Signature with Designation)  
Manager (GGM)  
GAIL Gas NOIDA

CH 122.865 Km To 134.565 Km



# कार्यालय अधिशासी अभियन्ता,

प्रान्तीय खण्ड, लो०नि०वि०, मथुरा

पत्रांक 3328/सी-12

दिनांक :- 29-10-2013

सेवा में,

उप महाप्रबन्धक,  
गैल गैस लि०, ए-1 सेक्टर-2,  
नोएडा, उ०प्र०।

विषय :- छटीकरा-वृन्दावन मार्ग पर गैस पाइप लाइन डालने के सम्बन्ध में।

उपरोक्त विषयक संदर्भित पत्र के क्रम में अवगत कराना है कि आप द्वारा छटीकरा-वृन्दावन मार्ग पर गैस पाइप लाइन डालने हेतु अनुमति चाही गई थी, जिसके क्रम में रेस्टोरेशन चार्ज के विरुद्ध पत्रांक 1345/सी-1 दिनांक 08.05.2013 के अनुपालन में रु० 14.40 लाख का डिमाण्ड ड्राफ्ट इस कार्या को प्राप्त होने के सापेक्ष अनुमति निम्न शर्तों के अधीन प्रदान की जाती है :-

1. मार्ग पर पेन्टेड सरफेस के किनारे से 2.50 मी. दूरी पर कच्ची पटरी पर कार्य कराया जाये।
2. जहां पर पेन्टेड सरफेस को काटकर वहां प्रोपर कॉम्पेक्शन कर स्टेजवाइज कार्य करके मार्ग को पूर्व स्थिति में करना होगा।
3. मार्ग के किनारे से मार्ग पर कार्य किये जाने के समय यातायात बाधित नहीं होना चाहिए।
4. कार्य प्रारम्भ करने से पूर्व इस विभाग को अवश्य सूचित किया जाये। इंचार्ज अवर अभियन्ता की देखरेख में ही कार्य कराया जाये। कार्य किये जाते समय दोनों ओर लाल झंडी का प्रयोग किया जाये। अगर कार्य रात में कराया जाये तो लाल रंग के प्रकाश का उचित प्रबन्ध किया जाय।
5. कार्य कराते समय अगर किसी अन्य विभाग की कोई भी सम्पत्ति जैसे केबिल आदि क्षतिग्रस्त होती है तो उसकी क्षतिपूर्ति आपके द्वारा ही करनी होगी।
6. कार्य कराते समय अगर किसी भी प्रकार की कोई दुर्घटना होती है तो उसका पूर्ण उत्तरदायित्व आपका होगा, इसमें विभाग की कोई जिम्मेदारी नहीं होगी।
7. पाइप लाइन को मार्ग की लेपित सतह से 1.00 मी. नीचे डाला जाये।
8. रोड कटिंग करते समय ध्यान रखा जाये कि मार्ग का आधा भाग काट कर ही पाइप डालें तथा उस भाग को समतल कर तत्पश्चात् अगला आधा भाग काट कर उसको समतल करें।
9. उपरोक्त शर्तों के अनुसार कार्य अनुमति जारी करने की तिथि से 1 वर्ष के लिए मान्य होगी।
10. उपरोक्त शर्तों के अनुसार कार्य न करने पर यह अनुमति स्वतः ही निरस्त मानी जायेगी तथा कार्य को रोक दिया जायेगा।

35  
(अनिल कुमार)

अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो०नि०वि०

मथुरा

पत्रांक

दिनांक :-

1. प्रतिलिपि सहायक अभियन्ता, द्वितीय को सूचनार्थ प्रेषित।
2. प्रतिलिपि अवर अभियन्ता (प्रा.) को रिकॉर्ड हेतु।
3. प्रतिलिपि खण्डीय कैशियर को सूचनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु प्रेषित।

अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो०नि०वि०

मथुरा

# कार्यालय अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो०नि०वि०, मथुरा।

पत्रांक २९९२/सी-१२

दिनांक ११/९/२०१३

सेवा में,

उप महाप्रबन्धक  
गैल गैस लि०, ए-१, सेक्टर-२  
नाएडा, उ०प्र०

विषय— छटीकरा-वृन्दावन मार्ग एवं छटीकरा से गोवर्धन के बीच में रोड कटिंग चार्जेज जमा करने के सम्बन्ध में।

संदर्भ— आपके पत्र जीजीएल/नोएडा/टीटीजेड/स्टील/२०१३/२५२९५ दिनांक २४.०७.१३

कृपया उपरोक्त विषय के सम्बन्ध में पूर्व में इस कार्यालय के पत्रांक १३४६/सी-१ दिनांक ८.०५.२०१३ द्वारा छटीकरा-गोवर्धन का रेस्टोरेशन चार्ज रू० ३३.९० लाख तथा पत्रांक १३४५/सी-१ दिनांक ८.०५.२०१३ द्वारा वृन्दावन-छटीकरा का रेस्टोरेशन चार्ज रू० १४.४० लाख भेजा गया था। आपके द्वारा उपरोक्त संदर्भित में लेपित सतह की चौड़ाई ५.० मी० के स्थान पर ०.७५ मी० चौड़ाई में रेस्टोरेशन चार्जेज के लिए कहा गया है, परन्तु सेटिलमेंट की दृष्टि से यह सही नहीं है। अतः ५ मी० चौड़ाई में ही रेस्टोरेशन चार्ज देना होगा। जिसके विरुद्ध डी०डी० सं० १३४५/सी-१ दिनांक ८.०५.१३ वास्ते रू० १४.४० लाख का प्राप्त हो चुका है। अवशेष धनराशि रू० ३३.९० लाख का डिमान्ड ड्राफ्ट अधोहस्ताक्षरकर्ता के नाम बनाकर इस कार्यालय में देना सुनिश्चित करें। तदोपरान्त ही आपको अनुमति देना सम्भव होगा। इसके अतिरिक्त वन विभाग तथा सिचाई विभाग से अलग से अनापत्ति प्रमाण-पत्र प्राप्त करना होगा।

अधिशासी अभियन्ता  
प्रान्तीय खण्ड, लो०नि०वि०,  
मथुरा।  
दिनांक

पत्रांक

१. प्रतिलिपि सहायक अभियन्ता (द्वितीय) को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

अधिशासी अभियन्ता  
प्रान्तीय खण्ड, लो०नि०वि०,  
मथुरा।





IL Gas Limited

गेल गैस लिमिटेड  
[गेल(इंडिया)लिमिटेड की पूर्णतः स्वामित्व अनुषंगी कम्पनी]

GAIL Gas Limited  
[A wholly owned subsidiary of GAIL (India) Limited]

Date: 10/07/2013

Ref: GGL/NOIDA/TTZ/Steel/2013/ PWD - MAT

To,  
Executive Engineer,  
PWD, Mathura.

Ref: 1. Demand Note No. 1345/C - 1 dtd 08/05/2013

Sub: Submission of Demand Draft against road cutting charges for laying gas pipeline from Chhatikara to Vrindavan.

Dear Sir,

In reference to our permission request letter dtd 29<sup>th</sup> Jan'13 & Demand Note no. 1345/C - 1 dtd 08/05/13 issued by PWD, Mathura against road cutting charges, attached herewith please find DD No. 300419 dtd 08/07/2013 for the required amount of Rs. 14,40,000.00 (Fourteen Lakhs Forty Thousand Only).

Kindly acknowledge the receipt of DD and issue necessary permission letter for road cutting.

Thanking You,

Yours truly,

Encl: 1. DD No. 300419 dtd 08/07/2013  
2. Demand Note No. 1345/C-1 dtd 08/05/13

*[Handwritten signature]*  
at 10/7/13  
Cashier  
PD. PWD MATHURA

*[Handwritten signature]*  
(Sanjay Jaiswal) 10/7/13  
Sr. Manager (CGM)  
GAIL Gas Noida.

## कार्यालय अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो0नि0वि0, मथुरा।

पत्रांक : 1346/C-1

दिनांक 8-5-13

सेवा में,

उप महाप्रबन्धक

गेल गैस लि0 ए-1, सेक्टर-2,

नोएडा, उ0प्र0

विषय-

छटीकरा से गोवर्धन मार्ग के रोड कटिंग चार्जिंग जमा करने के सम्बन्ध में।

संदर्भ-

आपका पत्रांक गेल गैस/एन.ओ.आई.डी.ए./टी.टी.जेड./एस.टी./पी.एल./ए.बी.-01/13

दिनांक 01.02.2013

कृपया उपरोक्त संदर्भित पत्रांक का अवलोकन करने का कष्ट करें, जिसमें आपके द्वारा छटीकरा-गोवर्धन मार्ग को काटकर पाइप लाइन डाले जाने हेतु अपने आवेदन पत्र में उल्लेख किया है।

इस संदर्भ में इस खण्ड के सहायक अभियन्ता एवं अवर अभियन्ता द्वारा स्थलीय जांच कर उपरोक्त मार्ग के रेस्टोरेशन हेतु रू0 33.90 लाख का आगणन गठित किया गया है।

अतः कृपया रू0 33.90 लाख का अधोहस्ताक्षरकर्ता के पदनाम से ड्राफ्ट बनाकर इस खण्ड को उपलब्ध कराने का कष्ट करें। तदोपरान्त ही आपको अनुमति देना सम्भव होगा। इसके अतिरिक्त वनविभाग/सिचाई विभाग से अनुमति पत्र अलग से प्राप्त करना होगा।

अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो0नि0वि0,

मथुरा।

दिनांक

पत्रांक :

1.

प्रतिलिपि सहायक अभियन्ता (द्वितीय) को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

अधिशासी अभियन्ता

प्रान्तीय खण्ड, लो0नि0वि0,

मथुरा।



GAIL Gas Limited

गेल गैस लिमिटेड

[गेल (इंडिया) लिमिटेड की पूर्णतः स्वामित्व अनुषंगी कम्पनी]  
(भारत सरकार का उपक्रम - एक नवरोत्त कम्पनी)

GAIL Gas Limited

[A Wholly Owned Subsidiary of GAIL (India) Limited]  
(A Government of India Undertaking - A Navratna Company)

Ref: GGL/NOIDA/TTZ/Steel/2013/ 26000

Date: 24/09/2013

To,  
Executive Engineer,  
PWD, Mathura.

Ref: 1. Demand Note No. 1346/C - 1 dtd 08/05/2013

Sub: Submission of Demand Draft against road cutting charges for laying gas pipeline from Chhatikara to Govardhan.

Dear Sir,

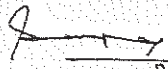
In reference to our permission request letter dtd 01/02/2013 & Demand Note no. 1346/C - 1 dtd 08/05/13 issued by PWD, Mathura against road cutting charges, attached herewith please find DD No. 290686 dtd 23/09/2013 for the required amount of Rs. 33,90,000.00 (Thirty Three Lakhs Ninety Thousand Only).

Kindly acknowledge the receipt of DD and issue necessary permission letter for road cutting.

Thanking You,

Yours truly,

Encl: 1. DD No. 290686 dtd 23/09/2013  
2. Demand Note No. 1346/C-1 dtd 08/05/13

  
(Sanjay Jaiswal) 24/9/13  
Sr. Manager (CGM)  
GAIL Gas Noida.



बजिस्टर्ड डाक

प्रेषक,

अधिशाली अभियन्ता,  
अपर खण्ड आगरा नहर,  
मथुरा।

प्राप्तित,

मैनेजर,  
गेल गैस लिमिटेड,  
बी-35 एवं 36 जुबिली टॉवर, 13 एवं 14वां तल,  
सेक्टर-1, नोएडा-201301

पत्रांक : 2513 /अपर/एन0ओ0सी0/

दिनांक 17.11.14

विषय :-आगरा नहर की विभिन्न नहरों/नालों पर 8"/6"/4" इंच व्यास की गैस पाइप लाइन कॉसिंग के सम्बन्ध में।

महोदय,

आपके पत्रांक गेल गैस/नोएडा/प्रोजेक्ट/टी0टी0जैड/सिंचाई/2014 दिनांक 21.05.2014 के सन्दर्भ में इस कार्यालय के पत्रांक 1299/अपर/गेल/दिनांक 24.06.2014 एवं 2219/अपर/गेल/दिनांक 16.09.2014 के क्रम में आपके द्वारा इस खण्ड को क्षतिपूर्ति हेतु उपलब्ध कराई गयी धनराशि रु0 95.07 लाख के क्रम में संलग्नक अनुबन्ध पत्र की शर्तों एवं कार्यस्थल की सूची के अनुसार आपको एतद्वारा पाइप लाइन बिछाने की अनुमति प्रदान की जाती है।

संलग्नक-(1) अनुबन्ध पत्र की छायाप्रति

(2) कार्यस्थल की सूची।

भवदीय

अधिशाली अभियन्ता

अपर खण्ड आगरा नहर मथुरा

पत्रांक : /अपर/एन0ओ0सी0/ दिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

- अधीक्षण अभियन्ता तृतीय मण्डल सिंचाई कार्य आगरा।

- सहायक अभियन्ता प्रथम, द्वितीय एवं पंचम, अपर खण्ड आगरा नहर, मथुरा।

अधिशाली अभियन्ता

अपर खण्ड आगरा नहर मथुरा

17/04/100  
नाम हरिवाचन जाकि का लि  
मियाली  
कहेन्द्र सिंह स्टाफ लिफ्टा रोजरी कार्यालय  
लाइसेंस नम्बर 01-104 2-20-3 मथुरा

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5. गैस पाइप लाइन डालने तथा बैंक फिलिंग का कम्पैक्शन सहित कार्य मै0 गेल गैस लिमिटेड को कराना है। नहर/नालों की सुरक्षात्मक कार्य मै0 गेल गैस लिमिटेड द्वारा उपलब्ध कराये गये धन से डिपोजिट मद में सिंचाई विभाग द्वारा कराया जायेगा तथा कराये गये सुरक्षात्मक कार्य सिंचाई विभाग की सम्पत्ति होगी।
6. प्रभारी द्वारा यह सुनिश्चित किया जायेगा कि गैस पाइप लाइन बिछाने से नहरों के संचालन में व्यवधान उत्पन्न न हो।
7. भविष्य में गैस पाइप लाइन से सम्बन्धित कार्यों का रख-रखाव भी प्रभारी द्वारा ही किया जायेगा तथा कार्य की क्षतिपूर्ति भी प्रभारी द्वारा की जायेगी।
8. गैस पाइप लाइन से किसी प्रकार के रिसाव से होने वाले जान-माल एवं कृषि की हानि का पूर्ण उत्तरदायित्व प्रभारी का होगा एवं उसकी क्षतिपूर्ति हेतु सिंचाई विभाग उत्तरदायी नहीं होगा।
9. नहर/नालों की जिस भूमि पर प्रभारी द्वारा गैस पाइप लाइन बिछायी जायेगी, यदि भविष्य में सिंचाई विभाग को इसकी आवश्यकता होगी, तो सिंचाई विभाग द्वारा निर्धारित अवधि में प्रभारी अपने स्तर से व्यय वहन कर पाइप लाइन की शिफ्टिंग हेतु बाध्य होगा।
10. गैस पाइप लाइन बिछाने हेतु यदि वृक्षों को काटने की आवश्यकता होगी तो इसकी स्वीकृति प्रभारी को अपने स्तर से वन विभाग/भारत सरकार से नियमानुसार प्राप्त करके अधिशासी अभियन्ता, अपर खण्ड आगरा नहर मथुरा को उपलब्ध करानी होगी एवं इसके लिये प्रतिकर की राशि व वन विभाग द्वारा निर्धारित वृक्षारोपण कार्य, उनके द्वारा प्रेषित आंकलन के अनुरूप निर्धारित अवधि में प्रभारी द्वारा कराया जायेगा।
11. प्रभारी द्वारा किसी भी स्थायी स्ट्रक्चर का निर्माण विभागीय भूमि पर नहीं किया जायेगा तथा न ही स्थायी भूमि प्रभारी को दी जायेगी।
12. उपरोक्त सहमति के अन्तर्गत किसी भी विवाद की स्थिति में उसका निराकरण अधीक्षण अभियन्ता, तृतीय मण्डल सिंचाई कार्य आगरा द्वारा किया जायेगा।

मै0 गेल गैस लिमिटेड

बी-35 एवं 36 जुबिली टॉवर, 13 एवं 14वां तल,

सेक्टर-1, नोएडा-201301

1-साक्षी *जितेंद्र सिंह* 50 कल्याण सिंह  
टोनेरी 4 रिफाइनरी मथुरा

2-साक्षी *प्रावेण*

PRAVEEN SAREEN S/o Late Shri S.C. SAREEN  
50/A GOVIND NAGAR, MATHURA

अधिशासी अभियन्ता

अपर खण्ड आगरा नहर मथुरा।

1- साक्षी

*P.K. Varshney* S/o Late Shri Chandra Prakash Varshney  
F.H-5, Civil line, Canal colony, Mathura.

2- साक्षी

*P.D. Yadav* S/o Shri Kanubhai Lal Yadav  
Vidyanagar Colony Mathura Road  
Mathura.



## कार्यस्थल की सूची

| क्रम सं. | नहर/नाले का नाम | क्रासिंग चैनेज<br>( कि०मी० ) |
|----------|-----------------|------------------------------|
| 1        | शेरगढ राजवाह    | 31.500                       |
| 2        | शेरगढ राजवाह    | 40.780                       |
| 3        | राल नाला        | 9.500                        |
| 4        | आगरा नहर        | 89.94                        |
| 5        | आगरा नहर        | 119.30                       |
| 6        | अडीग राजवाह     | 9.488                        |
| 7        | कोसी नाला       | 22.500                       |
| 8        | सिहाना माइनर    | 2.100                        |
| 9        | सिहाना नाला     | 8.00                         |
| 10       | जैत माइनर       | 1.66                         |
| 11       | वृन्दावन माइनर  | 1.560                        |
| 12       | वृन्दावन माइनर  | 3.710                        |
| 13       | छटीकरा माइनर    | 0.900                        |
| 14       | मधेरा माइनर     | 3.900                        |
| 15       | सहार राजवाह     | 40.00                        |
| 16       | सहार राजवाह     | 12.00                        |
| 17       | जुन्हैदी माइनर  | 0.100                        |
| 18       | राधाकुण्ड कट    | 1.00                         |
| 19       | राधाकुण्ड नाला  | 1.20                         |
| 20       | छाता माइनर      | 6.80                         |

  
 गेल गैस लिमिटेड,  
 बी-35 एवं 36 जुबिली टॉवर, 13 एवं 14वां तल,  
 सेक्टर-1, नोएडा-201301

  
 अधिशासी अभियन्ता  
 अपर खण्ड आगरा नहर मथुरा

NORTH CENTRAL RAILWAY

OFFICE OF THE  
DEEN/AGRA

L.No. AGRA/WTC/MID-PWL/Gas/Gas Limit/02

Date:- 30.10.2014

Manager (UGM),  
Gas Gas Limited, Jubilee Tower,  
B-35 & 36, Sector-01, Noida,  
Gautam Budh Nagar (UP)

Sub:- Permission of laying 12 inch dia C.S. casing pipe for 6 inch dia C.S. & 14 inch dia C.S. casing pipe for 8 inch dia C.S. gas pipe line by horizontal boring method at Kms 1418/8-10 & 1437/29-31 in between MID-PWL Section.

Permission of laying 12 inch dia C.S. casing pipe for 6 inch dia C.S. & 14 inch dia C.S. casing pipe for 8 inch dia C.S. gas pipe line by horizontal boring method at Kms 1418/8-10 & 1437/29-31 in between MID-PWL Section is hereby communicated subject to following:-

1. The work shall be executed as per approved Drg. No. DEEN(W)AGRA/R-486 & 487 under the supervision of Railway Engineer and all notes & reference should be followed strictly.
2. The work shall be executed by horizontal boring method in dry weather i.e. excluding monsoon weather.
3. Prior to taking up the work in hand, Sr. DOM/AGRA, Sr. DSTE/AGRA, Sr. DEE/IRD/AGRA and ADEN/MTI shall be informed in advance and the date is to be fix up in consultation with them. So that he himself or his representative shall invariably be available at the site.
4. All repairs, which will be required in casing pipe laying due to road cutting, making pits etc. will be done by you.

- DA- 1. Approved Drg. No. DEEN(W)AGRA/R-486 & 487  
2. 02 Nos. Agreement duly completed  
3. 02 Nos. CRS Sanction.

(Sudhanshu Nagarchi)  
DEEN/INCR, AGRA

Copy to:-

1. Sr. DOM, INCR, AGRA for information and necessary action please along with file.
2. Sr. DOM, INCR, AGRA for information and necessary action please.
3. Sr. DSTE, INCR, AGRA for information and necessary action please.
4. Sr. DEE/IRD, INCR, AGRA for information and necessary action please.
5. ADEN/MTI, INCR, MTI for information and necessary action please.
6. SSE/P.Way, INCR, RSV for information and necessary action please.

(Sudhanshu Nagarchi)  
DEEN/INCR, AGRA

NORTH CENTRAL

रेलवे / RAILWAY

फॉर्म सं. ई. एस. - (आर.बी.) / ES &amp; (R.B.)

आई.जी.आर.सी.ई. - 1606 / RLC&amp;E-1606

संस्वीकृति के लिए आवेदन

## APPLICATION FOR SANCTION

विभाग/Department.....ENGINEERING..... कार्यालय/Office..... OF THE DIVISIONAL RAILWAY MANAGER  
(WORKS).....

सं०/No. AGRA/W/P.C./MTJ-PWL/Gail Gas Ltd.

दिनांक/Date 14 JULY, 2014 .....

प्रेषक/form the.....SUDHANSHU NAGAICH DEN (I) AGRA

विभाग/Department.....D.R.M.(W), N.C. Rly., Agra

सेवा में/To,

THE COMMISSIONER OF RAILWAY SAFETY  
NORTH EASTERN CIRCLE, DRM/NORTHERN RAILWAY COMPOUND  
HAZRATGANJ, LUCKNOW

सरकारी रेलवे निरीक्षक

The Government Inspector of Railways

परिमंडल सं. / Circle No. .... NORTH EASTERN CIRCLE .....

महोदय / Sir,

1. एदत द्वारा यात्रियों के परिवहन के लिए पूरा हो जाने पर ..... के शुरू करने और जाने के लिए आपकी संस्वीकृति के लिए आवेदन करता हूँ।

I hereby apply for your sanction to Proposed Laying of 14 inch dia C.S. Casing pipe to carry 8 inch dia C.S. GAS pipe line under the track by horizontal boring method at kms 1437/2-31 on MTJ-PWL section..... being commenced opened for the public carriage of passenger when ready

2. रेलवे के यातायात के लिये खोलने के लिए नियम के छठे अध्याय के प्रसंग में, मेरा निवेदन है कि यात्रियों के लिए खोले जाने के पहले क्या आप इस कार्य का निरीक्षण करना चाहेंगे। ऐसी स्थिति में इसके समापन की तारीख आपको सूचित करा दी जाएगी।

With reference to Chapter VI of the Rules for the Opening of Railway. I beg to enquire Whether you wish to Inspect the work prior to Ist opening for the public carriage of passengers, in which case intimation will be given of the date of completion.



3. इस कार्य के लिए यात्री यातायात खोले जाने के पूर्व आपके द्वारा निरीक्षण न किए जाने की स्थिति कार्य के समापन पर प्रभारी इन्जीनियर विधिवत हस्ताक्षरित संरक्षा प्रमाण पत्र पेश करेगा तथा आवश्यकता पड़ने पर आपको तार द्वारा यह सूचना देगा कि कार्य खोला जा चुका है और संरक्षा प्रमाण पत्र उन्होंने हस्ताक्षर कर दिए हैं।

In the event of your deciding not to inspect the work prior to opening the Engineer in Charge will on completion of the work submit the Safety Certificate duly signed by prior to the opening of the work for public carriage of passengers and when required, also dispatch a telegram\*\* to your address intimating that the work has been opened and the safety Certificate has been signed by him.

4. भारतीय रेल अधिनियम, 1890 (1890 की नवी) की धारा 16(1) के अनुसार प्रस्तावित लाइन पर इन्जनों और चल स्टॉक के खींचे जाने के या प्रमोदित किये जाने के लिए इसके साथ आवेदन दिया जाता है।

The application for the use of locomotives and rolling stock to be drawn or propelled there by on the proposed line in accordance with Section 16(1) of the Indian Railways Act, 1890 (IX of 1890) Is sent herewith.

5. निम्नलिखित अभिलेख संलग्न किये जाते हैं  
The following documents are enclosed

- |                                                                                                                                                                                                                  |     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| (1) अस्थायी निर्माण कार्य -<br>Temporary Works:-                                                                                                                                                                 | NIL |
| (क) प्रस्तावित निर्माण कार्य का ब्यौता।<br>(a) Description of proposed works.                                                                                                                                    | NIL |
| (ख) अस्थायी निर्माण कार्य का आलेख<br>(b) Drawing of Temporary Work.                                                                                                                                              | NIL |
| (ग) आसाम की अनुसूची के अतिरिक्तों की सूची।<br>(c) List of Infringements of Schedule of Dimensions.                                                                                                               | NIL |
| (घ) सिग्नलिंग अन्तर्पाशिन और ब्लॉक सिग्नलिंग के अनुदेशों की नियम की पुस्तकों से विचलनों की सूची।<br>(d) List of deviations from the Manuals instruction of for Signaling and Interlocking and block Sign Turing. | NIL |
| (ङ) सामान्य और गौण नियमों से विचलनों की सूची।<br>(e) List of deviations from General Subsidiary Rules.                                                                                                           | NIL |
| (च) प्रतिबन्ध<br>(f) Restrictions                                                                                                                                                                                | NIL |
| (छ) यातायात को सक्रिय रखने के नियम।<br>(g) Rules for Traffic Working.                                                                                                                                            | NIL |
| (ज) किसी रेलवे यातायात के लिए खोलने के नियम के अध्याय VII के अनुसार पुलों के लिए अभिलेख।<br>(h) Documents for bridges as per Chapter VII of the Rules for the Opening of a Railway.                              | NIL |

(3)

## (2) स्थायी निर्माण कार्य -

## Permanent Works:-

(क) प्रस्तावित निर्माण कार्य का ब्यौरा।

(a) Description of proposed works..... Proposed Laying of 14 inch dia C.S. Casing pipe to carry 8 inch dia C.S. GAS pipe line under the track by horizontal boring method at kms 1437/29-31 on MTJ-PWL section.

(ख) स्थायी निर्माण कार्य का आलेख

(b) Drawing of Permanent Works..... DRM (W) AGRA/R-487

(ग) आयात की अनुसूची के अतिरिक्तों की सूची।

(c) List of Infringements of Schedule of Dimensions.

NIL

(घ) सिग्नलिंग अन्तर्पाशिन और ब्लाक सिग्नलिंग के अनुदेशों की नियम की पुस्तकों से विचलनों की सूची।

(d) List of deviations from the Manuals instruction of for signaling and Interlocking and block Sign Turing.

NIL

(ङ) सामान्य और गौण नियमों से विचलनों की सूची।

(e) List deviations from General and Subsidiary Rules.

NIL

(च) प्रतिबन्ध

(f) Restrictions... During laying of pipe line under the railway track a S.R. of 30Kmph at the time of pipe pushing below the track. After completion of pushing 75 kmph for 7 days there after normal speed.

(छ) यातायात को सख्खि रखने के नियम।

(g) Rules for Traffic Working.

(ज) किसी रेलवे यातायात के लिए खोलने के नियम के अध्याय VII के अनुसार पुलों के लिए अभिलेख।

(h) Documents for bridges as per Chapter VII of the Rules for the Opening of a Railway.

NIL

6. प्रमाणित किया जाता है कि व्यक्तियों की संख्या और उपयुक्त संदर्भ में अस्थायी/स्थायी निर्माण कार्य में आने वाली सामग्री की व्यवस्था का विस्तृत परीक्षण किया जा चुका है और अनिकल्प तथा व्यवहार में लायी जाने वाली सामग्री, ढोना अपेक्षित होगा बांछित भार वाली है और यह कि यात्रियों के परिवहन के लिए उनके खोले जाने से किसी खतरे की आशका नहीं रहेगी।

Certified that detailed examination of the strength and arrangement of the materials to be used in the temporary/permanent works in above connection, have been made and that the design and the materials to be use are up to the loads, which will be required to carry and that their opening a for public carriage of Passengers will not be attended with any danger.

DA: 1. DESCRIPTIVE NOTE

(यथास्थित स्थायी अथवा अस्थायी निर्माण कार्य को काट दें)

2. DGR. NO. DRM (W) AGRA/R-487

(Delete Temporary work as the case may be)

भवदीय / Your Faithfully

हस्ताक्षर / Signature..(SUDHANSHU NAGAICH).....

पदनाम / Designation.....DEN (I) AGRA.....

दिनांक / Date.....

01/12  
14/11/14  
JED/1/14

सं०/No. 3376/NER/AGRA/PTI  
दि० 18/8/14

सं०/No. ....  
प्रेषक / From  
सरकारी रेलवे निरीक्षक / The Government Inspector of Railway  
क्षेत्र सं० / Circle No. NORTH EASTERN CIRCLE  
सेवा में / To,  
पदनाम / Designation..... DEN/1/AGRA.....  
.....North Central Railway..... रेलवे / Railway  
महोदय / Sir,

Sub:- Proposed Laying of 14 inch dia C.S. Casing pipe to carry 8 inch dia C.S. GAS pipe line under the track by horizontal boring method at kms 1437/29-31 on MTJ-PWL section.

आपका पत्र संख्या ..... उपर्युक्त चालू निर्माण का संस्वीकृति प्रदान की जाती है।

Your L.No. AGRA/W/PC/MTJ-PWL/Gail Gas Ltd. dated 14.07.2014 Sanction as accorded to the above work being carried out.

मैं इस निर्माण कार्य के यात्रियों के परिवहन के लिए खोले जाने के पहले निरीक्षण करने का इरादा नहीं रखता हूँ। जब कार्य पूरा हो जायेगा तब इस संरक्षा प्रमाण पत्र के आशय पर खोला जा सकता है। अपने पत्र तीसरे पैराग्राफ को देखने की कृपा करें जो सीधे मेरे पास अविलम्ब भेज दिया जाये।

मैं इस निर्माण कार्य को यात्रियों के परिवहन के लिए खोले जाने का पूर्व निरीक्षण करने का इरादा रखता हूँ। निर्माण कार्य खोलने की प्रस्तावित तारीख से कम से कम 14 दिन पहले कार्य के निरीक्षण की तारीख की सूचना दी जानी चाहिए।

I do not propose to inspect the work prior to its opening for the carriage of passengers. When ready it may be opened on a safety certificate (vide paragraph 3 of your letter.) which should be submitted to me direct without any delay.

I propose to inspect the work prior to its opening for the public carriage of passengers. Advice of the date, when the work will be ready for inspection should be intimated at least 14 days before it is proposed to open it.

रेलवे संरक्षा अधिकारी / Commissioner of Railway Safety  
North Eastern Circle  
Strike out paragraph not applicable.

जो पैराग्राफ लागू न हो उसे काट दे।

यहां कार्य का नाम दर्ज करें और यह उल्लेख करें कि कार्य स्थायी है या अस्थायी।

• Here enter name of work and mention whether permanent or temporary.

कार का फार्म निर्देश / संस्वीकृति संख्या ..... तारीख ..... कार्य की तारीख को जनता के यातायात के लिए खोला गया है। सबसे पहले गुजरने वाली गाड़ी ..... जनता के लिए खतरे की आशंका रहित प्रमाण पत्र हस्ताक्षरित।

"Form of telegram" Reference, Sanction No. .... dated ..... work opened for public traffic on ..... First train to pass ..... No. danger to public Certificate signed.

अगर इन अभिलेखों में से कोई अभिलेख संलग्न नहीं किया गया हो तो ऐसी हर मद के सामने "कुछ नहीं" लिखना चाहिए। विस्तृत ढोवा बदलने की योजना के लिए कार्य चालन नियमनों को उस कार्य को व्यवहार में लाने की तारीख के एक मास पूर्व तक भेज दिया जाना चाहिए और तब ऐसी हालत में "कुछ नहीं" के बदले "बाद में भेजा जायेगा" टिप्पणी दर्ज कर दी जानी चाहिए।

If any of the documents are not sent, then "Nil" to be written against such items. Working rules or extensive remodeling scheme may be sent in not later than one month before the date on which the work is to be brought in to use and in such cases "will follow" should be written instead of "Nil".



NORTH CENTRAL

रेलवे / RAILWAY

फार्म नं. ई. एम. - (आर.बी.) / ES &amp; (R.B.)

आई.जी.आर.सी.ई. - 1686 / IRGC &amp; E-1606

संस्वीकृति के लिए आवेदन

## APPLICATION FOR SANCTION

विभाग / Department.....ENGINEERING..... कार्यालय / Office..... OF THE DIVISIONAL RAILWAY MANAGER  
(WORKS).....

सं० / No. ACRA/W/P.C./MTJ-PWL./Coil Gas Ltd.

दिनांक / Date 14 JULY, 2014 .....

प्रेषक / form the.....SUDHANSHU NAGAICH DEN (I) ACRA

विभाग / Department.....D.R.M.(W), N.C. Rly., Agra

सेवा में / To,

THE COMMISSIONER OF RAILWAY SAFETY  
NORTH EASTERN CIRCLE, DRM/NORTHERN RAILWAY COMPOUND  
HAZRATGANJ, LUCKNOW

सरकारी रेलवे निरीक्षक

The Government Inspector of Railways

परिमंडल सं. / Circle No. .... NORTH EASTERN CIRCLE .....

महोदय / Sir,

1. एदत द्वारा यात्रियों के परिवहन के लिए पूरा हो जाने पर ..... के शुरू करने और जाने के लिए आपकी संस्वीकृति के लिए आवेदन करता हूँ।

I hereby apply for your sanction to Proposed Laying of 12 inch dia C.S. Casing pipe to carry 6 inch dia C.S. GAS pipe line under the track by horizontal boring method at kms 1418/8-10 on MTJ-PWL section..... being commenced opened for the public carriage of passenger when ready

2. रेलवे के यातायात के लिये खोलने के लिए नियम के छठे अध्याय के प्रसंग में, मेरा निवेदन है कि यात्रियों के लिए खोले जाने के पहले क्या आप इस कार्य का निरीक्षण करना चाहेंगे। ऐसी स्थिति में इसके समापन की तारीख आपको सूचित करा दी जाएगी।

With reference to Chapter VI of the Rules for the Opening of Railway. I beg to enquire Whether you wish to Inspect the work prior to 1st opening for the public carriage of passengers, in which case intimation will be given of the date of completion.

हस कार्य के लिए यात्री यातायात खोले जाने के पूर्व आपके द्वारा निरीक्षण न किए जाने की स्थिति के समापन पर प्रभारी इन्जीनियर विधिवत हस्ताक्षरित संरक्षा प्रमाण पत्र पेश करेगा तथा आवश्यकता ने पर आपको तार द्वारा यह सूचना देगा कि कार्य खोला जा चुका है और संरक्षा प्रमाण पत्र उन्होंने तक्षर कर दिए हैं।

In the event of your deciding not to inspect the work prior to opening the Engineer in Charge will on completion of the work submit the Safety Certificate duly signed by prior to the opening of the work for public iage of passengers and when required, also dispatch a telegram\*\* to your address intimating that the work been opened and the safety Certificate has been signed by him.

भारतीय रेल अधिनियम, 1890 (1890 की नवी) की धारा 16(1) के अनुसार प्रस्तावित लाइन पर इन्जनों चल स्टॉक के खींचे जाने के या प्रमोदित किये जाने के लिए इसके साथ आवेदन दिया जाता है।

The application for the use of locomotives and rolling stock to be drawn or propelled there by on the osed line in accordance with Section 16(1) of the Indian Railways Act, 1890 (IX of 1890) Is sent herewith.

निम्नलिखित अभिलेख संलग्न किये जाते हैं

The following documents are enclosed

अस्थायी निर्माण कार्य :-

Temporary Works:-

प्रस्तावित निर्माण कार्य का ब्यौरा।

NIL

Description of proposed works.

अस्थायी निर्माण कार्य का आलेख

NIL

Drawing of Temporary Work.

आयाम की अनुसूची के अतिक्रमणों की सूची।

NIL

List of Infringements of Schedule of Dimensions.

NIL

सिग्नलिंग अन्तर्परिण और ब्लॉक सिग्नलिंग के अनुदेशों की नियम की पुस्तकों से विचलनों की सूची।

List of deviations from the Manuals instruction of for Signaling and Interlocking and

block Sign Turing.

NIL

सामान्य और गौण नियमों से विचलनों की सूची।

List of deviations from General Subsidiary Rules.

NIL

प्रतिबन्ध

Restrictions

यातायात को सक्रिय रखने के नियम।

NIL

Rules for Traffic Working.

किसी रेलवे यातायात के लिए खोलने के नियम के अध्याय VII के अनुसार पुलों के लिए अभिलेख।

NIL

Documents for bridges as per Chapter VII of the Rules for the Opening of a Railway.

NIL

## स्थायी निर्माण कार्य :-

## Permanent Works:-

(क) प्रस्तावित निर्माण कार्य का ब्योरा।

(a) Description of proposed works..... Proposed Laying of 12 inch dia C.S. Casing pipe to carry 6 inch C.S. GAS pipe line under the track by horizontal boring method at kms 1418/8-10 on MTJ-PI section.

(ख) स्थायी निर्माण कार्य का आलेख

(b) Drawing of Permanent Works..... DRM (W) AGRA/R-486

(ग) आयाम की अनुसूची के अतिरिक्तों की सूची।

(c) List of Infringements of Schedule of Dimensions.

NIL

(घ) सिग्नलिंग अन्तर्भाषित और ब्लाक सिग्नलिंग के अनुदेशों की नियम की पुस्तकों से विचलनों की सूची

(d) List of deviations from the Manuals instruction of for signaling and Interlocking and block Sign Turi

NIL

(ङ) सामान्य और गौण नियमों से विचलनों की सूची।

(e) List deviations from General and Subsidiary Rules.

NIL

(च) प्रतिबन्ध

(f) Restrictions... During laying of pipe line under the railway track a S.R. of 30Kmph at 1 time of pipe pushing below the track. After completion of pushing 75 kmph for 7 da there after normal speed.

(छ) यातायात को सक्रिय रखने के नियम।

(g) Rules for Traffic Working.

(ज) किसी रेलवे यातायात के लिए खोलने के नियम के अध्याय VII के अनुसार पुलों के लिए अभिलेख।

(h) Documents for bridges as per Chapter VII of the Rules for the Opening of a Railway.

NIL

6. प्रमाणित किया जाता है कि व्यक्तियों की संख्या और उपयुक्त संदर्भ में अस्थायी/स्थायी निर्माण के में आने वाली सामग्री की व्यवस्था का विस्तृत परीक्षण किया जा चुका है और अभिकल्प तथा व्यवहार में ल जाने वाली सामग्री, होना अपेक्षित होगा। वांछित भार वाली है और यह कि यात्रियों के परिवहन के लिए उ खोले जाने से किसी खतरे की आशका नहीं रहेगी।

Certified that detailed examination of the strength and arrangement of the materials to be used in temporary/permanent works in above connection, have been made and that the design and the materials to use are up to the loads, which will be required to carry and that their opening a for public carriage passengers will not be attended with any danger.

DA: 1. DESCRIPTIVE NOTE

(यथास्थित स्थायी अथवा अस्थायी निर्माण कार्य को काट दें)

2. DGR. NO. DRM (W) AGRA/R-486

(Delete Temporary work as the case may)

भवदीय / Your Faithfully

हस्ताक्षर / Signature..(SUDHANSHU NAGAICH)..

पदनाम / Designation.....DEN (I) AGRA...

दिनांक / Date.....

o/c  
14/11/14  
21/11/14



सं०/No. 110/3376/ME (4) 1884/12-1

13/4

सं०/No.

प्रेषक/From

सरकारी रेलवे निरीक्षक/The Government Inspector of Railway

क्षेत्र सं०/Circle No. NORTH EASTERN CIRCLE

सेवा में/To,

पदनाम/Designation..... DEN/I/AGRA

.....North Central Railway

रेलवे/Railway

महोदय/Sir,

Sub:- Proposed Laying of 12 inch dia C.S. Casing pipe to carry 6 inch dia C.S. GAS pipe line under the track by horizontal boring method at kms 1418/8-10 on MTJ-PWL section.

आपका पत्र संख्या ..... उपर्युक्त चालू निर्माण का संस्वीकृति प्रदान की जाती है।

Your L.No. AGRA/W/FC/MTJ-PWL/Gail Gas Ltd. dated 14.07.2014 Sanction as accorded to the above work being carried out.

मैं इस निर्माण कार्य के यात्रियों के परिवहन के लिए खोले जाने के पहले निरीक्षण करने का इरादा नहीं रखता हूँ। जब कार्य पूरा हो जायेगा तब इस संरक्षा प्रमाण पत्र के आशय पर खोला जा सकता है। (अपने पत्र तीसरे पैराग्राफ को देखने की कृपा करें) जो सीधे मेरे पास अविलम्ब भेज दिया जाये।

मैं इस निर्माण कार्य को यात्रियों के परिवहन के लिए खोले जाने का पूर्व निरीक्षण करने का इरादा रखता हूँ। निर्माण कार्य खोलने की प्रस्तावित तारीख से कम से कम 14 दिन पहले कार्य के निरीक्षण की तारीख की सूचना दी जानी चाहिए।

I do not propose to inspect the work prior to its opening for the carriage of passengers. When ready it may be opened on a safety certificate (vide paragraph 3 of your letter.) which should be submitted to me direct without any delay.

I propose to inspect the work prior to its opening for the public carriage of passengers. Advice of the date, when the work will be ready for inspection should be intimated at least 14 days before it is proposed to open it.

रेलवे संरक्षा आयुक्त/Commissioner of Railway Safety

.....North Eastern Circle

• जो पैराग्राफ लागू न हो उसे काट दें।

Strike out paragraph not applicable

यहां कार्य का नाम दर्ज करें और यह उल्लेख करें कि कार्य स्थायी है या अस्थायी।

• Here enter name of work and mention whether permanent or temporary.

कार का फार्म निर्देश/संस्वीकृति संख्या..... तारीख ..... कार्य की तारीख को जनता के यातायात के लिए खोला गया है। सबसे पहले गुजरने वाली गाड़ी ..... जनता के लिए खतरे की आशंका रहित प्रमाण पत्र हस्ताक्षरित।

"Form of telegram" Reference, Sanction No.....dated.....work opened for public traffic on.....First train to pass.....No. danger to public Certificate signed.

अगर इन अभिलेखों में से कोई अभिलेख संलग्न नहीं किया गया हो तो ऐसी हर मद के सामने "कुछ नहीं" लिखना चाहिए। विस्तृत ढाँचा बदलने की योजना के लिए कार्य चालन नियमों को उस कार्य के व्यवहार में लाने की तारीख के एक मास पूर्व तक भेज दिया जाना चाहिए और तब ऐसी हालत में "कुछ नहीं" के बदले "बाद में भेजा जायेगा" टिप्पणी दर्ज कर दी जानी चाहिए।

If any of the documents are not sent, then "Nil" to be written against such items. Working rules or extensive remodeling scheme may be sent in not later than one month before the date on which the work is to be brought in to use and in such cases "will follow" should be written instead of "Nil".

NORTH-CENTRAL RAILWAY

OFFICE OF THE  
DRM(W)AGRA

L.No. Agra/W/P/OMTI-PWL/GAIL/02/02

Date:- 20.02.2015

Manager(Project)  
GAIL (India) LTD.  
B-33- and b-36, 24, Jubilee tower,  
Sector 1-, Distt. - Noida, (U.P)

Sub:- Permission of laying 10 inch (250mm) dia M.S. Casing pipe to carry 4 inch (100 mm) dia M.S. Gas carrier pipe line at kms. 1415+4-5 on MTJ-AWR section by horizontal boring method.

Permission of laying 10inch (250mm) dia M.S. Casing pipe to carry 4 inch (100 mm) dia M.S. Gas carrier pipe at kms. 1415+4-5 on MTJ-AWR section is here communicated subject to following:-

1. The work shall be executed as per approved Drg. No. DRM(W)AGRA/R- 581 under the supervision of Railway Engineer and all notes & reference should be followed strictly.
2. The work shall be executed in dry i.e. excluding monsoon weather.
3. Prior work shall up the in hand. Sr.DEE/TED/Agra, Sr.DOM/Agra, Sr.DSIE/Agra. ADEN/MTJ should be informed in advance the date is to be fix up in consultation which him in order so that he himself or representative shall invariable be available at the site.
4. As per remark given by the CKS Lucknow that the work should be done under supervision of competent Railway Officer.

DA-1. Approved Drg. No. DRM(W)AGRA/R-581

2. Agreement duly completed

3. CKS. sanction

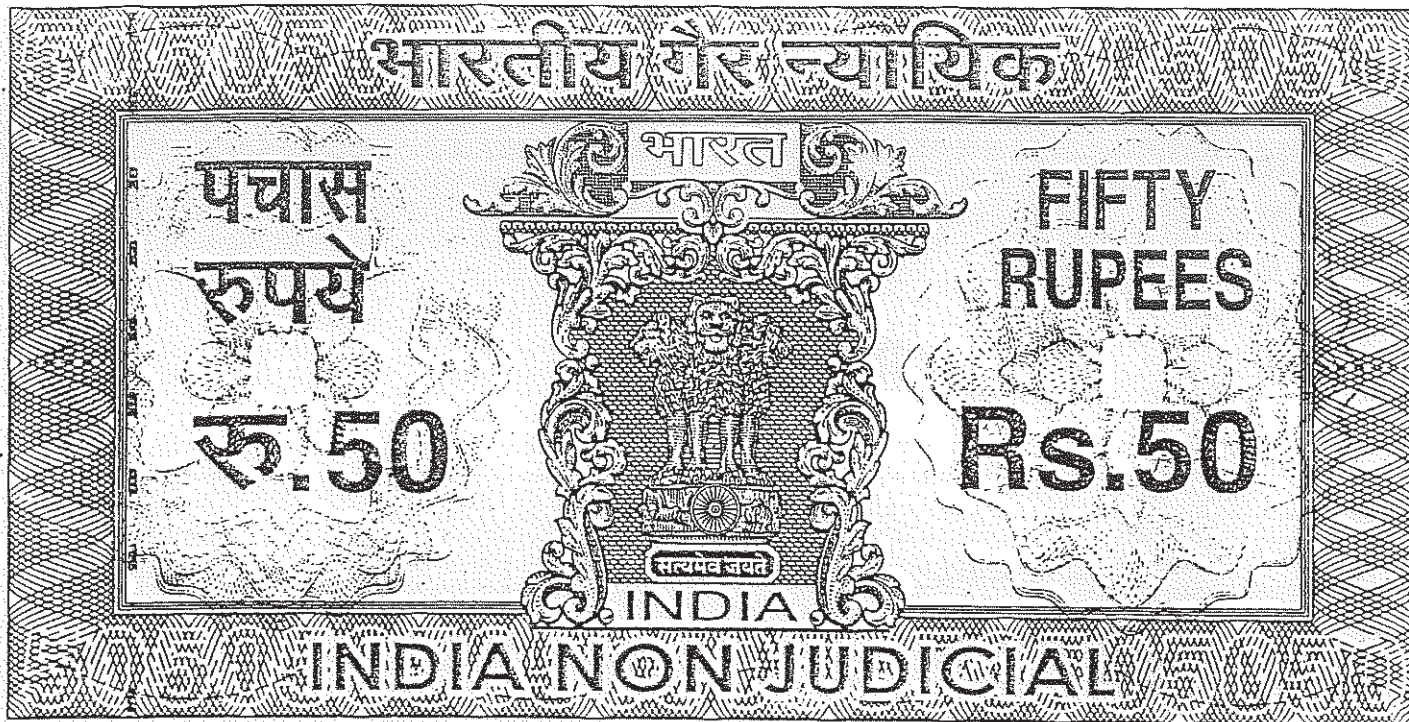
(Suchanshu Nagaich)  
DEN/INCR, AGRA

Copy:-

1. Sr. DOM/NCR, Agra for information and necessary action please.
2. Sr. DFM/NCR, Agra for information and necessary action please along with file.
3. Sr. DSIE/NCR, Agra for information and necessary action please.
4. ADEN/INCR, MTJ for information and necessary action please.
5. SSET-Way/NCR, West for information and necessary action please.

(Suchanshu Nagaich)  
DEN/INCR, AGRA





उत्तर प्रदेश UTTAR PRADESH

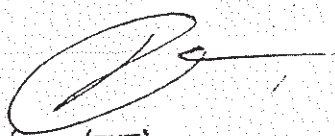
AL 558838

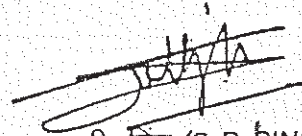
NORTH CENTRAL RAILWAY

## AGREEMENT FOR GRANTING OF WAY LEAVE FACILITIES/EASEMENT RIGHTS

(Authority: Board's letter no 97/LM (L)/24/3 dt. 27-11-2001)

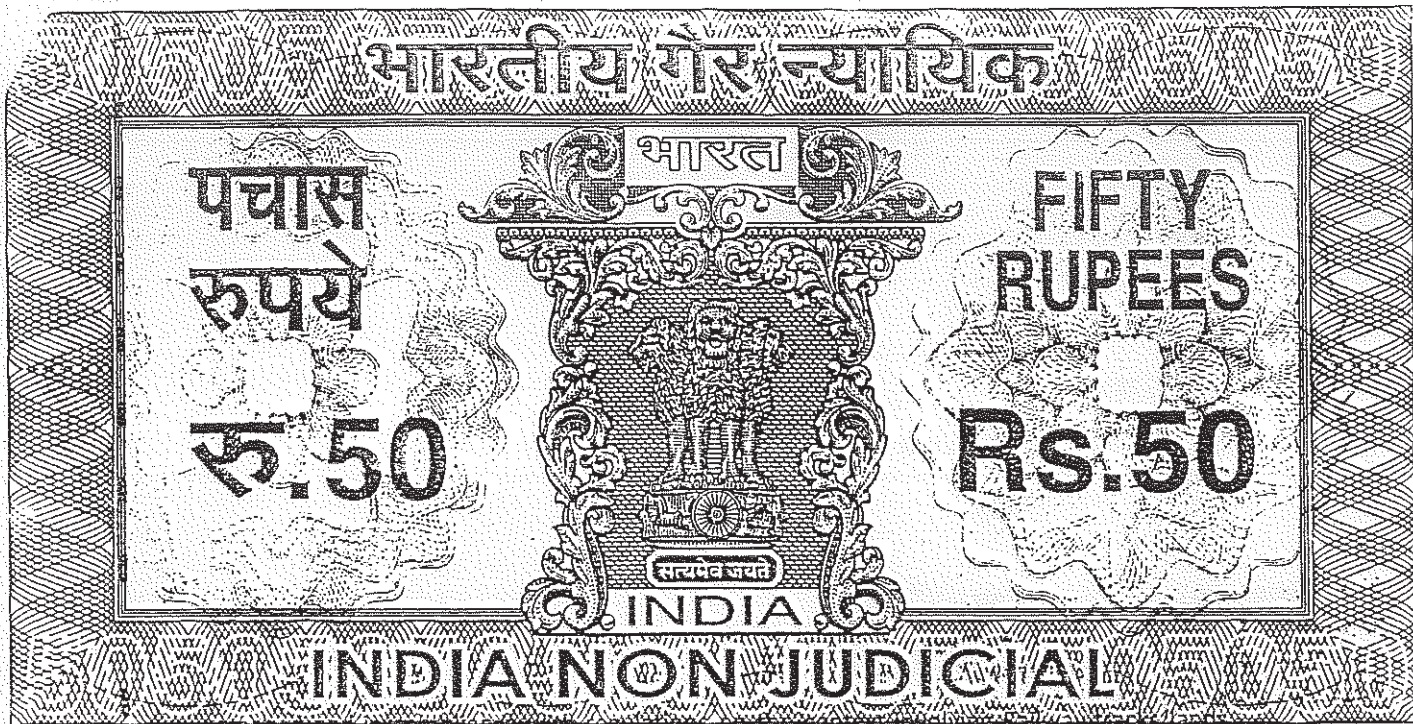
1. An agreement made this 29th day of January Two thousand and Fifteen between President of India action through Divisional Railway Manager, Agra Division, North Central Railway hereinafter called this "Railway Administration" which expression shall, unless the context does not so include his successors and assigns of the one part and Manager (CGM), GAIL Gas Limited, Jubilee Tower, B-35&36, Sector-01, Noida, District G.B. Nagar, (UP) hereinafter referred to as "Applicant" which expression shall, where the context admits include his /their successors and assigns. Of the other part whereby it is agreed as follows.
2. WHEREAS the Applicant wishes permission for grant of way leave facilities/easement right on across/under/over the railway land at Km. 1415/4-5 Mathura - Alwar section for occasional/limited use of railway land by the applicant for the purpose of laying of 4" Dia Natural Gas Pipeline through 10" Dia casing pipe without conferring upon the applicant any right of possession or occupation of the Railway land without in any way, affecting the Railway's title, possession, control and use of land.
3. At the instance of the applicant the Railway Administration have agreed to grant way leave facilities/casement right for the specified purpose of laying Natural gas pipeline at KM. 1415/4-5 as per drawing no DRM (W)/AGRA/R-581--approved by the Railway here unto

  
 मण्डल अभियन्ता (पथन)  
 Divisional Engineer (I)  
 उ. र. म. अ. अ. अ.  
 N. C. Sanyal, Agra

  
 एस. पी. सिंह/S. P. SINGH  
 प्रबंधक (परियोजना)/Manager (Project)  
 गैल गैस लिमिटेड/GAIL GAS LIMITED  
 बी-35 एवं 36, जुबिली टावर, सेक्टर-1,  
 B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,  
 नोएडा-201301 (उ०प्र०)/NOIDA-201301 (U.P.)



42/29



उत्तर प्रदेश UTAR PRADESH

AL 558837

4. It is agreed that way leave facilities easement right is allowed and that the railway land way leave facility is not licensed, but only permission granted for a limited use as specified in detail. The applicants will carry out all repairs and maintain in good order the way leave premises and no construction (whether permanent quasi-permanent or temporary) is permitted on Railway land. In case of any construction coming up subsequently, it should be removed immediately and the way leave facility will be discontinued with.
5. In case of crossing of Railway tracks rules. Terms and conditions for crossing Railway tracks should be complied with by the Applicant.

6. (A) way leave charges for cases other than OFC crossing & TV cable

(Authority board's letter no 97/LML/24/3 of 27.11.01)

The applicant will deposit the onetime payment of way leave charges for 10/35 years as mentioned below:

|    |     |                                                                                                        |                                                                                                                               |
|----|-----|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1. | (a) | Passage/Pathway on across Railway land, cattle crossings (upto 1m wide) for pedestrians, cyclists etc. | One time recovery of Rs.6400/- subject to min, of Rs.5000/- (way leave agreement for 35 years renewable for another 35 years) |
|    | (b) | Water pipeline x-ing for cultivation by individual farmers                                             | One time recovery of Rs. 12,800/- (way leave agreement for 35 years renewable for another 35 years.)                          |
|    | (c) | Electric lines x-ing for individual houses, shops etc. (Both underground and overhead)                 | -do-                                                                                                                          |
|    | (d) | Water /sewage pipeline x-ing for individual up to 300 mm dia.                                          | -do-                                                                                                                          |

मण्डल अभियन्ता (प्रथम)  
Divisional Engineer (I)  
उ. म. रेलवे, आगरा  
N. C. Rly, Agra

एस. पी. सिंह/S. P. SINGH  
प्रबन्धक (परियोजना)/Manager (Project)  
गैल गैस लिमिटेड/GAIL GAS LIMITED  
सी-35 एवं 36, जुबिली टावर, सेक्टर-1,  
B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,  
नोएडा-201 301 (उ.प्र.)/NOIDA-201 301 (U.P.)

42/3-9

|     |     |                                                                                                                                                                                                         |                                                                              |
|-----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|     | (e) | Electrical crossings by state electricity boards & central agencies.                                                                                                                                    |                                                                              |
|     | (f) | In case of ROB/RUB which are under taken as deposit terms and do not involve closure-----for the portion of ROB RUB lying over/below the railway tracks as the case may be and also new level crossing. |                                                                              |
| II  | (a) | Passage/road for vehicles, scooters etc. (i.e. between 1m to 3m wide) by individuals housing societies, private firms, organizations etc.                                                               | 6% of the market value of land per annum subject to min. of Rs. 10,000/-p.a. |
|     | (b) | Public roads by local bodies/State Govt./Govt & Autonomous bodies, chartable welfare organization.                                                                                                      | -do-                                                                         |
|     | (c) | Underground water/sewage/effluent pipelines                                                                                                                                                             | -do-                                                                         |
|     | (d) | Underground overhead electrical crossing other than covered under 1 (e) above and other for cable TV /OFC.                                                                                              | -do-                                                                         |
| III | (a) | Open drains and over ground water/sewage/oil/gas/effluent pipelines by private parties( including public Sector undertakings)                                                                           | 10% of the market value of land per annum subject to Rs.20,000 p a.          |
|     | (b) | Underground oil/gas pipelines                                                                                                                                                                           | -do-                                                                         |

Note:- Regarding facilities specified in paras 6A 1(f) 6A II & 6A III it has been decided that the charges shall be payable in advance in block of 10 year. Discounting of future cash inflow at prevailing interest rates announced by RBI for Govt securities would be permissible. While calculating the advance equivalent to 10 years annual charges, annual increase of 7% in land value would be assumed.

A adjustment needed because of variation vis- a-vis actual increase, as per rates notified by local Development Authority or as obtained from District Collector, would be carried out at the time of payment of the installment of way leave charges for the next 10 years.

#### 6.(B) WAY LEAVE CHARGES FOR UNDERGROUND LAYING OF CABLES, CABLE TV ETC.

(Not Applicable for Gas Pipeline)

(Authority Board's letter No2000/LML/24/20 OF 13.11.01)

|     |                                                                                      |                                                                                                                                                                   |
|-----|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | Cables crossing railway tracks within metro city limits                              | Rs. 6,000/- per annum and additional supervision charges @Rs. 5,000/- p.a. per single track crossing and Rs. 3000/- per annum for each additional track crossing. |
| (b) | Cables crossing railway tracks outside metro city limited                            | Rs.3000/- per annum and additional supervision charges as specified in paras above                                                                                |
| (c) | Cable laid parallel to the track or on railway land involving not crossing of tracks | Rs. 50.00 (Rs. Fifty) per meter per annum.                                                                                                                        |

मण्डल अभियन्ता (प्रथम)  
Divisional Engineer (I)  
उ. म. रेलवे, आगरा  
U. C. Rly, Agra

एस. पी. सिंह / S. P. SINGH  
प्रबन्धक (परियोजना) / Manager (Project)  
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नॉएडा-201301 (उत्तरांचल) / NOIDA-201301 (U.P.)



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Note:- (1) way leave charges and maintenance charges should be collected for 3 (three) years in advance along with one year's charges as security deposit.

(2) No construction (whether permanent, quasi permanent or temporary). Is to be permitted on Railway land. If any construction comes up subsequently the same should be immediately removed as soon as noticed and the way leave facility discontinued with.

**6.(C) WAY LEAVE CHARGES FOR LAYING OPTICAL FIBRE CABLE CROSSING TRACK**

(Not Applicable for Gas Pipeline)

(Authority Board's letter No. 2001/LML/24/20 dt. 16.08.2005)

- (a) 6% six percent of the market value of land subject to a minimum of Rs.10,000/- (Rs. Ten thousand) per annum per crossing. The length involved should normally not exceed 100 (one hundred) meters. For calculation of way leave charges the width of land will be accrual subject to a minimum of 1(one) meter.
- (b) (b) For purpose of laying OFC along the length of bridge. 6% (six percent) of the market value of land in approaches, subject in a minimum of Rs. 25,000/- Rs. Twenty five thousand) per annum per bridge, would be charged in addition an amount of Rs.100/- (Rs. One hundred) per meter for the length of the cable under the bridge would also be recovered a bridge surcharge. If any crossing of track is required for laying the OFC the same would be permitted only outside the bridge proper.
- (c) For purpose of laying OFC through ROBs. 6% (six percent) of the market value of land in approaches subject to a minimum of Rs. 10,000/- (Rs. Ten thousand) per annum per crossing through ROB would be charged for calculation of way leave charges, the length would be as per actual and width of land should be on actual basis subject to a minimum of 1(one) meter.

Note:- 1. The Agency submits in indemnity bond for making good any shortfall, which might arise, if the way leave charges as actually calculated works out to be more than the provisional payments made by them.

2. These charges shall be payable in advance in block of 10(ten) years. Discounting of future cash inflows at prevailing interest rates announced by RBI for Govt. Security would be permissible. While calculating the advance equivalent to 10 (Ten) years annual charges annual increase of 7% (seven percent) in land value would be assumed. Adjustments needed because of variation vis-a-vis actual increase as per rates notified by local development authority or as obtained from District Collector, would be carried out at the time of payment of the installment of way leave charges for the next 10(Ten) years.

The Railway administration retains full right to enter upon, pass through or use the land at any time without any notice to the applicant. This agreement will be reviewed renewed every 3/10/35 years or earlier as the case may be. The way leave charges are subject to revision from time to time. In case of upward revision, the additional capitalized cost in the way leave charges shall be payable by the applicant on renewal of the agreement.

मण्डल अभियन्ता (ग्राम)  
Divisional Engineer (I)  
उ. प्र. रेलवे, अग्रा  
N. C. Rly, Agra

एस. पी. सिंह / S.P. SINGH  
प्रबन्धक (परियोजना) / Manager (Project)  
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नोएडा-201301 (उ.प्र.) / NOIDA-201 301 (U.P.)



7. In the event of the way leave facilities being discontinued with, the railway will not be liable to pay any compensation or reimburse any amount to the applicant, nor to provide any alternative arrangement for access etc. in such cases, any underground installation etc. put up by the applicant are liable to be removed/shifted by the applicant to have the existing open drainage and surface. Overhead pipe lines etc. replaced by underground installation at his cost.
8. The applicant will not remove earth from within the Railway limits without the prior consent in writing of the Railway administration. The applicant also will not alter or add to property covered by this agreement and will not use it for any purpose except as aforesaid.
9. The railway administration will have free access at all times to the said way leave facilities. The Railway administration will not, in any way, be responsible for any damage to life or property of persons using the said way leave facilities.
10. In addition to the way leave charges as fixed from time to time applicant will pay to the Railway Administration all cost and charges as provided in the various Railway codes. The amount of such charges will be determined by the Railway administration in its absolute discretion.
11. In case of failure on the part of the applicant to act up to the terms of agreement, the agreement will without notice, cease and stand cancelled and the Railway administration reverses itself, the right to recover such amount as may be due provided under law including all expenses incurred.
12. The way leave facility here by granted may be determined by either party giving the other of them at any time three months notice in writing and such facility may be so determined by the Railway Administration without any claim or compensation whatsoever on the part of the appoint and on expiry of such notice, the applicant will discontinue the use of said facility.
13. The applicant will at all times keep the Railway Administration indemnified against and will reimburse to the Railway Administration for all claims, demands, suits, losses, damages, cost, charges and expenses whatsoever which the Railway Administration may sustain or incur by reason or any other cause whatsoever while execution of the works of way leave facility on consequence of the non-observance or non-compliance on the part of the applicant with any rules, regulation or by law in force.
14. The applicant will be responsible to make good to the Railway Administration any loss or damage caused by the negligence or improper use of way leave facility.
15. Settlement of disputes
  63. Matters finally determined by the Railway :- All disputes and difference of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the contractor's representation make and notify decision on all matters for which provision has been made in clauses 8(a), 18.22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(b) of general conditions of the contract or in any clause of the special conditions of the contract shall be deemed as excepted matters shall stand specifically excluded from the purview of the arbitration clause and nor referred to arbitration.

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Divisional Engineer (I)  
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नोडा-201 301 (उ.प्र.)

#### 64. (1)- Demand for Arbitration:-

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective right and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to. Or if the Railway fails to make a decision within 120 days, then and in only such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting this final claim on disputed matters, shall demand in writing that then dispute or difference be of reoffered to arbitration.

(ii) The demand for arbitration shall specify the matter which are in question or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or differences in respect of which the demand has been made; together with counterclaims or set or shall be referred to arbitration and other matters shall not be included in the reference.

(II) (a) The arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the railway.

(b) The claimant shall submit his claim stating that the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the arbitral tribunal.

(c) The railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from tribunal thereafter, unless otherwise extension has been granted by tribunal.

(III) No new claim shall be added during proceedings by either party. However a party may amend or supplement the original claim or deference thereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.

(IV) If the contractor(s) does/do not prefer his/their specific and final claims in writing within a period of 90 days of receiving the intimation from the Railway that the final bill is ready for payment, he/they will be deemed to have waived his/their claims(s) and the Railway shall be disengaged and released of all liabilities under the contract in respect of these claims.

64 (2) Obligation during pendency of arbitration:- work under the contract shall unless otherwise directed by the engineer, continue during the arbitration proceedings and no payment due or payable by the railway shall be withheld on account of such proceedings, provided, however, it shall be open for arbitral tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64(3)(a)(1) In case where the total value of all claims in question added together does not exceed Rs. 10,00,000 .00 (Rupees ten lakhs only), the arbitral tribunal consist of a sole Arbitrator who shall be either the General Manager or a Gazetted Officer of railway not below the Grade of J.A. Grade, nominated by the General Manager in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for Arbitration is received by Railway.

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नोएडा-201301 (उ.प्र.)/NOIDA-201301 (U.P.)



(II) In case not covered by clause 64(3)(a)(1). The Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below J. A. Grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 5 names of Gazetted Railway Officers of one or

more Department of the Railway to the contractor who will be asked to suggest to General Manager up to 2 names out of the panel for appointment as contractor's nominee. The General Manager shall appoint at least one out of them as the contractor's nominee and will also simultaneously appoint the balance number of Arbitrators either from the panel or from outside the panel, duly indicating the presiding Arbitrator from amongst the 3 Arbitrators so appointed. While nominating the arbitrators till the necessary to ensure that one of them is sum Accounts Department, an officer of selection Grade of the Accounts Department shall be considered of equal status to the officers in SA Grade of other Departments of the Railway for the purpose of appointment of Arbitrators.

(III) In one or more of the Arbitrators appointed as above refuses to act as arbitrator withdraws from his office as Arbitrator, or vacates his/their/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay. The General Manager shall appoint new Arbitrator/Arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

(IV) the Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

(V) While appointing arbitrator(s) under sub-clause (I),(II)&(III) above, due care shall be taken that he/they is/are not the one those who had an opportunity to deal with the matters to which the contract relates or to who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such tribunal will however, not be invalid merely for the reason that one more Arbitrator had in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64(3)(b)(1) the Arbitral award shall state item-wise the sum and reasons upon which it is based.

(II) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and the interpretation of a specific point of award to Tribunal within 50 days of receipt of the award.

(III) A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64(4) In case of the Tribunal consisting of three members, any ruling or award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the presiding Arbitrator shall prevail.

मण्डल अभियन्ता (सि.म.)  
Divisional Engineer (I)  
उ. म. रेलवे, अग्रा  
N. C. Rly. Agra

एस. पी. शर्मा / S. P. GH  
प्रबन्धक (परियोजना) / Manager (Project)  
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64(5) where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64(6) the cost of Arbitration shall be borne by the respective parties. The cost shall interalia include fee of the Arbitrator(s) as per the rates fixed by the Railway Administration from time to time.

64(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the Arbitration proceedings under this clause.

16. 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 by the Divisional Railway Manager (Works), Agra Division, North Central Railway.
17. In the event of Applicant abandoning or dropping this approved and granted facility of way leave at any subsequent date then the applicant will have to reimburse to the Railway Administration all the expenditure incurred by the Railway relating to the said facility.
18. The Applicant will not transfer or assign this agreement or any of the privileges hereby granted without the previous consent in writing of the Railway. Nothing herein contained shall be construed as conferring upon the applicant of his permitted assigns any rights over the property of the Railway.

Additional guidelines for optical fiber cable crossing by an outside agency

1. The agency shall notify the railway in writing at least 7 days in advance on the date on which it will commence the work of construction of crossing. The Sr. DSTE/DSTE or his representative may, if he so desires. Inspect the site of the crossing during the construction to ensure that it is being constructed in accordance with the approved designs and drawings.
2. In the event of being necessary in the opinion of the Railway to protect the Railway tracks the cable crossings shall be carried out by the railway at the cost of the agency.
3. Neither the agency nor his employees will enter the railway land for any purpose whatsoever. In connection with crossing without the consent in writing of the Railway without any cost to the Railway.
4. If for convenience of operation, the railway desires shifting or removal of crossing, the owner will carry out such works within a reasonable period determined by the railway and all costs for the same shall be borne by agency.
5. The railway may at any time be at liberty in its absolute discretion to suspend temporarily or terminate permanently this arrangement in the interest safety of Railway operation and all or any of the privileges granted to the agency.
6. The railways shall not be responsible for any damage to the crossing and other property of the owner due to an accident in the working of the railway due to any case whatsoever.
7. The owner will not sublet. Transfer or assign this agreement or any of the privileges granted without the previous consent in writing of the Railway.

माडल इंजीनियर (प्रथम)  
Divisional Engineer (I)  
उ. म. रेलवे अफिस  
N. C. Rly, Agra

एस. पी. सिंह/S.P. SINGH  
प्रबन्धक (परियोजना)/Manager (Project)  
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नोएडा-201 301 (उप्र)/NOIDA-201 301 (U.

425-9

8. The agency is not given any rights over the property of the railway.

In witness where of the parties to these presents have here-unto set and subscribed their hands and seal on the day and year first above written.

Date: - 29-01-2015

Signed by:

Divisional Railway Manager (Works),  
North Central Railway, Agra  
On Behalf of the President of India  
N. C. FLY, Agra

Signature of the Applicant  
ए. सी. पी. सिंह / S. P. SINGH  
Manager (CGM) प्रबंधक (परियोजना) / Manager (Project)  
On behalf of GAIL GAS LIMITED, GAIL GAS LIMITED  
सी-35 एड 36, जुबली टावर, सेक्टर-1,  
B-35 & 36, Jubilee Tower, 13th Floor, Sect  
नोएडा-201 301 (उ०प्र०) / NOIDA-201 301 (U

Witness

Signature: [Signature]  
Name: A. K. Pippal  
Designation: S S E D

Witness

Signature: [Signature]  
Name: Pankaj Bishnoi  
Designation: Dy. Mgr

NORTH CENTRAL

रेलवे / RAILWAY

फार्म सं. ई. एस.-(आर.बी.)/ES &amp; (R.B.)

आई.जी.आर.सी.ई- 1606/18GL&amp;e-1606

सस्वीकृति के लिए आवेदन

APPLICATION FOR SANCTION

44/1-3

विभाग/Department.....ENGINEERING..... कार्यालय/Office..... OF THE DIVISIONAL RAILWAY MANAGER  
(WORKS), AGRA

दिनांक/Date: 14 NOV, 2014

सं./No. A. RA/W/P.C./MTJ-PWI/Call/02/02

प्रेषक/Form the..... Sudhanshu Nagaich, DEN (I) AGRA

विभाग/Department..... D.R.M.(W), N.C. Rly., AGRA

सेवा में/To,

THE COMMISSIONER OF RAILWAY SAFETY  
NORTH EASTERN CIRCLE, DRM/NORTHERN RAILWAY COMPOUND  
HAZRATGANJ, LUCKNOW

सरकारी रेलवे निरीक्षक

The Government Inspector of Railways

परिमंडल सं. / Circle No. .... NORTH EASTERN CIRCLE

महोदय/Sir,

1. एहत द्वारा यात्रियों के परिवहन के लिए पूरा हो जाने पर ..... के शुरू करने और जाने के लिए आपकी सस्वीकृति के लिए आवेदन करता हूँ।

I hereby apply for your sanction to Proposed Crossing of 10 inch dia M.S. Casing pipe to carry 14 in dia M.S. gas pipe line at kms 1415/45 in MTJ-AWR by horizontal boring method section ..... be commenced opened for the public carriage of passenger when ready

2. रेलवे के यातायात के लिये खोलने के लिए नियम के छोटे अध्याय के प्रमाण में, मेरा निवेदन है यात्रियों के लिए खोल जाने के पहले क्या आप इस कार्य का निरीक्षण करना चाहेंगे। ऐसी स्थिति में इस समापन की तारीख आपको सूचित करा दी जाएगी।

With reference to Chapter VI of the Rules for the Opening of Railway I beg to enquire Whether wish to inspect the work prior to 1st opening for the public carriage of passengers, if which case intimation given of the date of completion.



## स्थायी निर्माण कार्य -

## Permanent Works:-

- (क) प्रस्तावित निर्माण कार्य का ब्यौरा।  
 (a) Description of proposed works..... Proposed Crossing of 10 inch dia M.S. Casing pipe to carry 330 mm dia M.S. gas pipe at kms 1415/4-5 in MTJ-BWR section line by horizontal boring method.
- (ख) स्थायी निर्माण कार्य का आलेख  
 (b) Drawing of Permanent Works..... DRM (W) AGRA/R-581
- (ग) आयाम की अनुसूची के अतिरिक्तों की सूची।  
 (c) List of Infringements of Schedule of Dimensions. NIL
- (घ) सिग्नलिंग अन्तर्भाषित और ब्लॉक सिग्नलिंग के अनुदेशों की नियम की पुस्तकों से विचलनों की सूची।  
 (d) List of deviations from the Manuals instruction of for signaling and Interlocking and block Sign Taring. NIL
- (ङ) सामान्य और गौण नियमों से विचलनों की सूची।  
 (e) List deviations from General and Subsidiary Rules. NIL
- (च) प्रतिबंध  
 (f) Restrictions... During laying of pipe line under the railway track a S.R. of 30Kmph at the time of pipe pushing below the track. After completion of pushing 75 kmph for 7 days there after normal speed.
- (छ) यातायात को सक्रिय रखने के नियम।  
 (g) Rules for Traffic Working.
- (ज) किसी रेलवे यातायात के लिए खोलने के नियम के अध्याय VII के अनुसार पुलों के लिए अभिलेख।  
 (h) Documents for bridges as per Chapter VII of the Rules for the Opening of a Railway. NIL

6 प्रमाणित किया जाता है कि व्यक्तियों की संख्या और उपयुक्त संदर्भ में अस्थायी/स्थायी निर्माण कार्य में आने वाली सामग्री की व्यवस्था या विस्तृत परीक्षण किया जा चुका है और अनिवार्य तथा व्यवहार में लायी जाने वाली सामग्री, होना अपेक्षित होगा वांछित भार वाली है और यह कि यात्रियों के परिवहन के लिए उनके खोले जाने से किसी खतरे की आशका नहीं रहेगी।

Certified that detailed examination of the strength and arrangement of the materials to be used in the temporary/permanent works in above connection, have been made and that the design and the materials to be use are up to the loads, which will be required to carry and that their opening a for public carriage of passengers will not be attended with any danger.

DA: 1. DESCRIPTIVE NOTE

(यथास्थित स्थायी अथवा अस्थायी निर्माण कार्य को काट दें)

2. DGR. NO. DRM (W) AGRA/R-581

(Delete Temporary work as the case may be)

भवदीय / Your Faithfully



हस्ताक्षर / Signature..... (Sudhanshu Nagaich)

पदनाम / Designation ..... DEN (I) AGRA

दिनांक / Date.....





NORTH-CENTRAL RAILWAY

OFFICE OF THE  
DRM(W)AGRA

Date:- 20.02.2015

L.No. Agra/WP.C/MTJ-PWL/GAIL/02/02

✓ Manager(Project)

GAIL(India)LTD.

B-35 and b-36,14,Jubilee tower,

Sector 1-, Distt.- Noida, (U.P)

Sub:- Permission of laying 10 inch (250mm) dia M.S. Casing pipe to carry 4 inch (100 mm) dia M.S. Gas carrier pipe line at kms. 1407/7-9 on MTJ- PWL section by horizontal boring method.

Permission of laying 10inch (250mm) dia M.S. Casing pipe to carry 4 inch (100 mm) dia M.S. Gas carrier pipe at kms. 1407/7-9 on MTJ- PWL section is here communicated subject to following:-

1. The work shall be executed as per approved Drg. No. DRM(W)AGRA/R- 582 under the supervision of Railway Engineer and all notes & reference should be followed strictly.
2. The work shall be executed in dry i.e. excluding monsoon weather.
3. Prior work shall up the in hand. Sr.DEE/TRD/Agra, Sr.DOM/Agra, Sr.DSIE/Agra, ADEN/MTJ should be informed in advance the date is to be fix up in consultation which him in order so that he himself or representative shall invariable be available at the site.
4. As per remark given by the CRS Lucknow that the work should be done under supervision of competent Railway Officer.

DA-1. Approved Drg. No. DRM(W)AGRA/R-582

2. Agreement duly completed
3. C.R.S. sanction

  
(Suchanshu Nagarch)  
DEN/INCR, AGRA

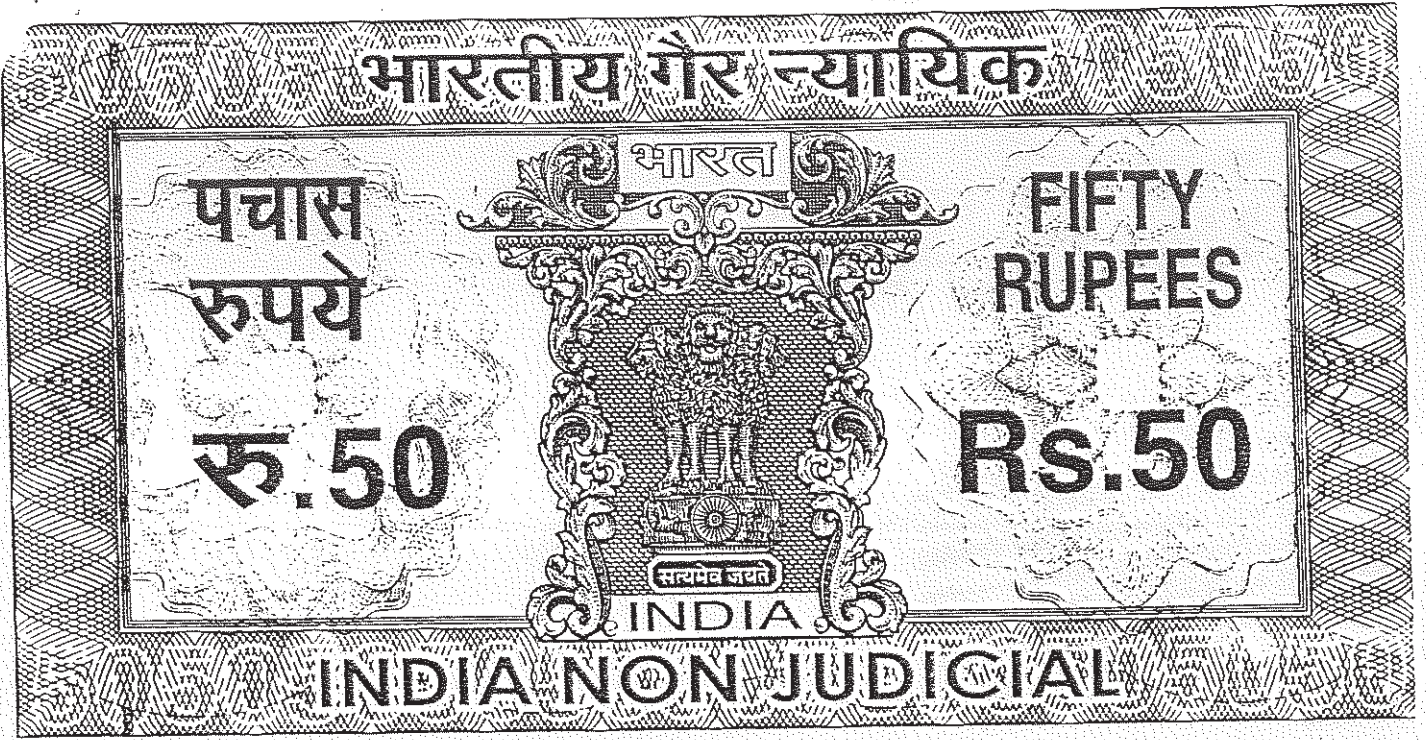
Copy:-

1. Sr. DOM/NCR, Agra for information and necessary action please.
2. Sr. DEM/NCR, Agra for information and necessary action please along with file.
3. Sr. DSIE/NCR, Agra for information and necessary action please.
4. ADEN/INCR, MTJ for information and necessary action please.
5. SSE/P-Way/NCR,KSV for information and necessary action please.

(Suchanshu Nagarch)  
DEN/INCR, AGRA



41/29



उत्तर प्रदेश UTTAR PRADESH

AL 558840

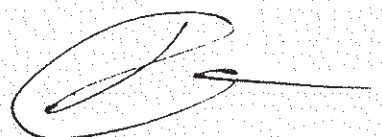
4. It is agreed that way leave facilities easement right is allowed and that the railway land way leave facility is not licensed, but only permission granted for a limited use as specified in detail. The applicants will carry out all repairs and maintain in good order the way leave premises and no construction (whether permanent quasi-permanent or temporary) is permitted on Railway land. In case of any construction coming up subsequently, it should be removed immediately and the way leave facility will be discontinued with.
5. In case of crossing of Railway tracks rules. Terms and conditions for crossing Railway tracks should be complied with by the Applicant.

6. (A) way leave charges for cases other than OFC crossing & TV cable

(Authority board's letter no 97/LML/24/3 of 27.11.01)

The applicant will deposit the onetime payment of way leave charges for 10/35 years as mentioned below:

  
 एस. पी. सिंह/S.P. SINGH  
 प्रबंधक (परियोजना)/Manager (Project)  
 गैल गैस लिमिटेड/GAIL GAS LIMITED  
 बी-35 एवं 36, जुबिली टावर, सेक्टर-1,  
 B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,  
 नोएडा-201 301 (उ.प्र.)/NOIDA-201 301 (U.P.)

  
 मण्डल अभियंता (प्रथम)  
 Divisional Engineer (I)  
 उ. म. रेलवे, आगरा  
 N. C. Rly, Agra





उत्तर प्रदेश UTTAR PRADESH

AL 558839

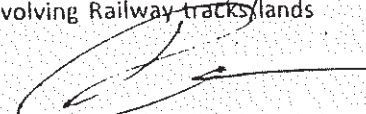
NORTH CENTRAL RAILWAY

AGREEMENT FOR GRANTING OF WAY LEAVE FACILITIES/EASEMENT RIGHTS

(Authority: Board's letter no 97/LM (L)/24/3 dt. 27-11-2001)

1. An agreement made this 29th day of January Two thousand and Fifteen between President of India action through Divisional Railway Manager, Agra Division, North Central Railway hereinafter called this "Railway Administration" which expression shall, unless the context does not so include his successors and assigns of the one part and Manager (CGM), GAIL Gas Limited, Jubilee Tower, B-35&36, Sector-01, Noida, District G.B. Nagar, (UP) hereinafter referred to as "Applicant" which expression shall, where the context admits include his /their successors and assigns. Of the other part whereby it is agreed as follows.
2. WHEREAS the Applicant wishes permission for grant of way leave facilities/easement right on across/under/over the railway land at Km. 1407/7-9 Mathura – Palwal section for occasional/limited use of railway land by the applicant for the purpose of laying of 4" Dia Natural Gas Pipeline through 10" Dia casing pipe without conferring upon the applicant any right of possession or occupation of the Railway land without in any way, affecting the Railway's title, possession, control and use of land.
3. At the instance of the applicant the Railway Administration have agreed to grant way leave facilities/casement right for the specified purpose of laying Natural gas pipeline at KM. 1407/7-9 as per drawing no DRM (W)/AGRA/R-582 approved by the Railway here unto attached and in compliance with regulations on the context involving Railway tracks/lands subject to the conditions hereinafter contained.

  
एस. पी. सिंह/S.P. SINGH  
प्रबंधक (परियोजना)/Manager (Project)  
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मण्डल अभियन्ता (प्रथम)  
Divisional Engineer (I)  
उ. म. रेलवे, आगरा  
N. C. Rly, Agra

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|     |     |                                                                                                                                                                                                     |                                                                                                                               |
|-----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1.  | (a) | Passage/Pathway on across Railway land, cattle crossings (upto 1m wide) for pedestrians, cyclists etc.                                                                                              | One time recovery of Rs.6400/- subject to min. of Rs.5000/- (way leave agreement for 35 years renewable for another 35 years) |
|     | (b) | Water pipeline x-ing for cultivation by individual farmers                                                                                                                                          | One time recovery of Rs. 12,800/- (way leave agreement for 35 years renewable for another 35 years.)                          |
|     | (c) | Electric lines x-ing for individual houses, shops etc. (Both underground and overhead)                                                                                                              | -do-                                                                                                                          |
|     | (d) | Water /sewage pipeline x-ing for individual up to 300 mm dia.                                                                                                                                       | -do-                                                                                                                          |
|     | (e) | Electrical crossings by state electricity boards & central agencies.                                                                                                                                |                                                                                                                               |
|     | (f) | In case of ROB/RUB which are under taken as deposit terms and do not involve closure—for the portion of ROB RUB lying over/below the railway tracks as the case may be and also new level crossing. |                                                                                                                               |
| II  | (a) | Passage/road for vehicles, scooters etc. (i.e. between 1m to 3m wide) by individuals housing societies, private firms, organizations etc.                                                           | 6% of the market value of land per annum subject to min. of Rs. 10,000/-p.a.                                                  |
|     | (b) | Public roads by local bodies/State Govt./Govt & Autonomous bodies, chartable welfare organization.                                                                                                  | -do-                                                                                                                          |
|     | (c) | Underground water/sewage/effluent pipelines                                                                                                                                                         | -do-                                                                                                                          |
|     | (d) | Underground overhead electrical crossing other than covered under 1 (c) above and other for cable TV /OFC.                                                                                          | -do-                                                                                                                          |
| III | (a) | Open drains and over ground water/sewage/oil/gas/effluent pipelines by private parties( including public Sector undertakings)                                                                       | 10% of the market value of land per annum subject to Rs.20,000 p a.                                                           |
|     | (b) | Underground oil/gas pipelines                                                                                                                                                                       | -do-                                                                                                                          |

Note:- Regarding facilities specified in paras 6A 1(f) 6AII & 6A III it has been decided that the charges shall be payable in advance in block of 10 year. Discounting of future cash inflow at prevailing interest rates announced by RBI for Govt securities would be permissible. While calculating the advance equivalent to 10 years annual charges, annual increase of 7% in land value would be assumed.

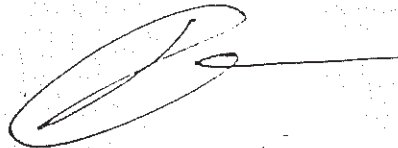
A adjustment needed because of variation vis- a-vis actual increase, as per rates notified by local Development Authority or as obtained from District Collector, would be carried out at the time of payment of the installment of way leave charges for the next 10 years.

#### 6.(B) WAY LEAVE CHARGES FOR UNDERGROUND LAYING OF CABLES, CABLE TV ETC.

(Not Applicable for Gas Pipeline)

(Authority Board's letter No2000/LML/24/20 OF 13.11.01)

  
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 प्रबंधक (परियोजना) / Manager (Project)  
 गैल गैस लिमिटेड / GAIL GAS LIMITED  
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 बी-2 ए. E. Jubilee Tower, 13th Floor, Sector-1,  
 नोएडा-201 301 (उ.प्र.) / NOIDA-201 301 (U.P.)

  
**मण्डल अभियंता (II)**  
 Divisional Engineer (II)  
 उ.प्र. रेलवे, अग्रा  
 N. C. Rly, Agra



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|     |                                                                                      |                                                                                                                                                                   |
|-----|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | Cables crossing railway tracks within metro city limits                              | Rs. 6,000/- per annum and additional supervision charges @Rs. 5,000/- p.a. per single track crossing and Rs. 3000/- per annum for each additional track crossing. |
| (b) | Cables crossing railway tracks outside metro city limited                            | Rs.3000/- per annum and additional supervision charges as specified in paras above                                                                                |
| (c) | Cable laid parallel to the track or on railway land involving not crossing of tracks | Rs. 50.00 (Rs. Fifty) per meter per annum.                                                                                                                        |

Note:- (1) way leave charges and maintenance charges should be collected for 3 (three) years in advance along with one year's charges as security deposit.

(2) No construction (whether permanent, quasi permanent or temporary) is to be permitted on Railway land. If any construction comes up subsequently the same should be immediately removed as soon as noticed and the way leave facility discontinued with.

#### 6.(C) WAY LEAVE CHARGES FOR LAYING OPTICAL FIBRE CABLE CROSSING TRACK

(Not Applicable for Gas Pipeline)

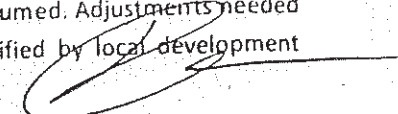
(Authority Board's letter No. 2001/LML/24/20 dt. 16.08.2005)

- 6% six percent of the market value of land subject to a minimum of Rs.10,000/- (Rs. Ten thousand) per annum per crossing. The length involved should normally not exceed 100 (one hundred) meters. For calculation of way leave charges the width of land will be accrual subject to a minimum of 1(one) meter.
- (b) For purpose of laying OFC along the length of bridge. 6% (six percent) of the market value of land in approaches, subject in a minimum of Rs. 25,000/- Rs. Twenty five thousand) per annum per bridge, would be charged in addition an amount of Rs.100/- (Rs. One hundred) per meter for the length of the cable under the bridge would also be recovered a bridge surcharge. If any crossing of track is required for laying the OFC the same would be permitted only outside the bridge proper.
- (c) For purpose of laying OFC through ROBS. 6% (six percent) of the market value of land in approaches subject to a minimum of Rs. 10,000/- (Rs. Ten thousand) per annum per crossing through ROB would be charged for calculation of way leave charges, the length would be as per actual and width of land should be on actual basis subject to a minimum of 1(one) meter.

Note:- 1. The Agency submits in indemnity bond for making good any shortfall, which might arise, if the way leave charges as actually calculated works out to be more than the provisional payments made by them.

2. These charges shall be payable in advance in block of 10(ten) years. Discounting of future cash inflows at prevailing interest rates announced by RBI for Govt. Security would be permissible. While calculating the advance equivalent to 10 (Ten) years annual charges annual increase of 7% (seven percent) in land value would be assumed. Adjustments needed because of variation vis-a-vis actual increase as per rates notified by local development

  
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मण्डल अभियंता (एन.सी.)  
District Engineer (N.C.)  
उ.प्र. रेलवे, अग्रा  
N.C. Rly. Agra

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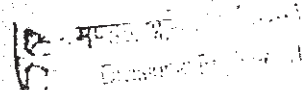
authority or as obtained from District Collector, would be carried out at the time of payment of the installment of way leave charges for the next 10(Ten) years.

The Railway administration retains full right to enter upon, pass through or use the land at any time without any notice to the applicant. This agreement will be reviewed renewed every 3/10/35 years or earlier as the case may be. The way leave charges are subject to revision from time to time. In case of upward revision, the additional capitalized cost in the way leave charges shall be payable by the applicant on renewal of the agreement.

7. In the event of the way leave facilities being discontinued with, the railway will not be liable to pay any compensation or reimburse any amount to the applicant, nor to provide any alternative arrangement for access etc. in such cases, any underground installation etc. put up by the applicant are liable to be removed/shifted by the applicant to have the existing open drainage and surface. Overhead pipe lines etc. replaced by underground installation at his cost.
8. The applicant will not remove earth from within the Railway limits without the prior consent in writing of the Railway administration. The applicant also will not alter or add to property covered by this agreement and will not use it for any purpose except as aforesaid.
9. The railway administration will have free access at all times to the said way leave facilities. The Railway administration will not, in any way, be responsible for any damage to life or property of persons using the said way leave facilities.
10. In addition to the way leave charges as fixed from time to time applicant will pay to the Railway Administration all cost and charges as provided in the various Railway codes. The amount of such charges will be determined by the Railway administration in its absolute discretion.
11. In case of failure on the part of the applicant to act up to the terms of agreement, the agreement will without notice, cease and stand cancelled and the Railway administration reverses itself, the right to recover such amount as may be due provided under law including all expenses incurred.
12. The way leave facility here by granted may be determined by either party giving the other of them at any time three months notice in writing and such facility may be so determined by the Railway Administration without any claim or compensation whatsoever on the part of the appoint and on expiry of such notice, the applicant will discontinue the use of said facility.
13. The applicant will at all times keep the Railway Administration indemnified against and will reimburse to the Railway Administration for all claims, demands, suits, losses, damages, cost, charges and expenses whatsoever which the Railway Administration may sustain or incur by reason or any other cause whatsoever while execution of the works of way leave facility on consequence of the non-observance or non-compliance on the part of the applicant with any rules, regulation or by law in force.
14. The applicant will be responsible to make good to the Railway Administration any loss or damage caused by the negligence or improper use of way leave facility.
15. Settlement of disputes

63. Matters finally determined by the Railway :- All disputes and difference of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the

  
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 B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,  
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 GAIL GAS LIMITED  
 नोएडा, उत्तर प्रदेश  
 10.0.00/10/10



Railway shall within 120 days after receipt of the contractor's representation make and notify decision on all matters for which provision has been made in clauses 8(a), 18.22(5), 39.43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(b) of general conditions of the contract or in any clause of the special conditions of the contract shall be deemed as excepted matters shall stand specifically excluded from the purview of the arbitration clause and nor referred to arbitration.

**64. (1)- Demand for Arbitration:-**

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective right and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to. Or if the Railway fails to make a decision within 120 days, then and in only such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting this final claim on disputed matters, shall demand in writing that then dispute or difference be of reoffered to arbitration.

(ii) The demand for arbitration shall specify the matter which are in question or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or differences in respect of which the demand has been made, together with counterclaims or set or shall be referred to arbitration and other matters shall not be included in the reference.

(II) (a) The arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the railway.

(b) The claimant shall submit his claim stating that the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the arbitral tribunal.

(c) The railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from tribunal thereafter, unless otherwise extension has been granted by tribunal.

(III) No new claim shall be added during proceedings by either party. However a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.

(IV) If the contractor(s) does/do not prefer his/their specific and final claims in writing within a period of 90 days of receiving the intimation from the Railway that the final bill is ready for payment, he/they will be deemed to have waived his/their claims(s) and the Railway shall be disengaged and released of all liabilities under the contract in respect of these claims.

64 (2) Obligation during pendency of arbitration:- work under the contract shall unless otherwise directed by the engineer, continue during the arbitration proceedings and no payment due or payable by the railway shall be withheld on account of such proceedings, provided, however, it shall be open for arbitral tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64(3)(a)(1) In case where the total value of all claims in question added together does not exceed Rs. 10,00,000 .00 (Rupees ten lakhs only), the arbitral tribunal consist of a sole Arbitrator who shall be either the General Manager or a Gazetted Officer of railway not below the Grade of J.A. Grade, nominated by the General Manager in that behalf. The sole

  
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मण्डल अभियन्ता (रेलवे)  
Divisional Engineer (II)  
उ.प्र. रेलवे, अग्रा  
N. C. Rly, Agra

41/7-9

arbitrator shall be appointed within 60 days from the day when a written and valid demand for Arbitration is received by Railway.

(II) In case not covered by clause 64(3)(a)(1). The Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below J. A. Grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 5 names of Gazetted Railway Officers of one or more Department of the Railway to the contractor who will be asked to suggest to General Manager up to 2 names out of the panel for appointment as contractor's nominee. The General Manager shall appoint at least one out of them as the contractor's nominee and will also simultaneously appoint the balance number of Arbitrators either from the panel or from outside the panel, duly indicating the presiding Arbitrator from amongst the 3 Arbitrators so appointed. While nominating the arbitrators till the necessary to ensure that one of them is sum Accounts Department, an officer of selection Grade of the Accounts Department shall be considered of equal status to the officers in SA Grade of other Departments of the Railway for the purpose of appointment of Arbitrators.

(III) In one or more of the Arbitrators appointed as above refuses to act as arbitrator withdraws from his office as Arbitrator, or vacates his/their/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay. The General Manager shall appoint new Arbitrator/Arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

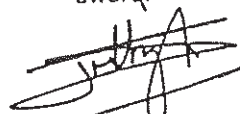
(IV) the Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

(V) While appointing arbitrator(s) under sub-clause (I),(II)&(III) above, due care shall be taken that he/they is/are not the one those who had an opportunity to deal with the matters to which the contract relates or to who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such tribunal will however, not be invalid merely for the reason that one more Arbitrator had in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

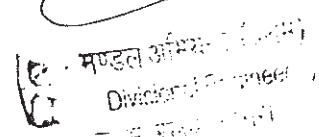
64(3)(b)(1) the Arbitral award shall state item-wise the sum and reasons upon which it is based.

(II) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and the interpretation of a specific point of award to Tribunal within 50 days of receipt of the award.

(III) A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.



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मण्डल अभियंता (गैस)  
Divisional Engineer  
उ००, गैस, नोएडा  
M C. Rely, AGRA

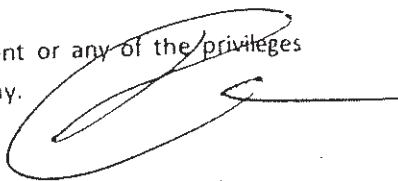


- 64(4) In case of the Tribunal consisting of three members, any ruling or award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the presiding Arbitrator shall prevail.
- 64(5) where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64(6) the cost of Arbitration shall be borne by the respective parties. The cost shall inter alia include fee of the Arbitrator(s) as per the rates fixed by the Railway Administration from time to time.
- 64(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the Arbitration proceedings under this clause.
16. 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 by the Divisional Railway Manager (Works), Agra Division, North Central Railway.
17. In the event of Applicant abandoning or dropping this approved and granted facility of way leave at any subsequent date then the applicant will have to reimburse to the Railway Administration all the expenditure incurred by the Railway relating to the said facility.
18. The Applicant will not transfer or assign this agreement or any of the privileges hereby granted without the previous consent in writing of the Railway. Nothing herein contained shall be construed as conferring upon the applicant of his permitted assigns any rights over the property of the Railway.

Additional guidelines for optical fiber cable crossing by an outside agency

1. The agency shall notify the railway in writing at least 7 days in advance on the date on which it will commence the work of construction of crossing. The Sr. DSTE/DSTE or his representative may, if he so desires. Inspect the site of the crossing during the construction to ensure that it is being constructed in accordance with the approved designs and drawings.
2. In the event of being necessary in the opinion of the Railway to protect the Railway tracks the cable crossings shall be carried out by the railway at the cost of the agency.
3. Neither the agency nor his employees will enter the railway land for any purpose whatsoever. In connection with crossing without the consent in writing of the Railway without any cost to the Railway.
4. If for convenience of operation, the railway desires shifting or removal of crossing, the owner will carry out such works within a reasonable period determined by the railway and all costs for the same shall be borne by agency.
5. The railway may at any time be at liberty in its absolute discretion to suspend temporarily or terminate permanently this arrangement in the interest safety of Railway operation and all or any of the privileges granted to the agency.
6. The railways shall not be responsible for any damage to the crossing and other property of the owner due to an accident in the working of the railway due to any case whatsoever.
7. The owner will not sublet. Transfer or assign this agreement or any of the privileges granted without the previous consent in writing of the Railway.

  
 प्रमुख (परियोजना) / S.P. SINGH  
 गैस गैस लिमिटेड / Manager (Project)  
 B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,  
 नोडा-201 301 (उ.प्र.) / NOIDA-201 301 (U.P.)

  
 मण्डल अभियन्ता (कार्य)  
 Divisional Engineer (Works)  
 उत्तर मध्य रेलवे, अग्रा

414-9

8. The agency is not given any rights over the property of the railway.

In witness where of the parties to these presents have here-unto set and subscribed their hands and seal on the day and year first above written.

Date: 29.01.15

Signed by:

1. मण्डल: दिल्ली (उत्तर)

Divisional Railway Manager (Works),  
North Central Railway, Agra

On Behalf of the President of India

Signature of the Applicant  
Manager (CGM)

स. पी. सिंह / S. P. SINGH  
प्रबन्धक (परियोजना) / Manager (Project)  
गैल गैस लिमिटेड / GAIL GAS LIMITED

On behalf of GAIL Gas Limited, NOIDA  
B-35 & 36, Jubilee Tower, 13th Floor, Sector-1,  
नोएडा-201 301 (उ.प्र.) / NOIDA-201 301 (U.P.)

Witness

Signature

Name: A.K. Pippal

Designation: SSE/D

Witness

Signature

Name: Pankaj Brahma

Designation: Dy. Mgr

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व. म. इंजी. (सं.)

व. म. इंजी. (सं.)

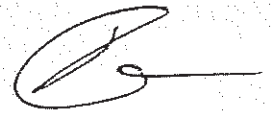
व. म. इंजी. (सं.)

व. म. इंजी. (सं.)

## (क) CHECK LIST FOR APPLICATION FOR THE UNDER GROUND CABLE &amp; FIRE LINE CROSSING

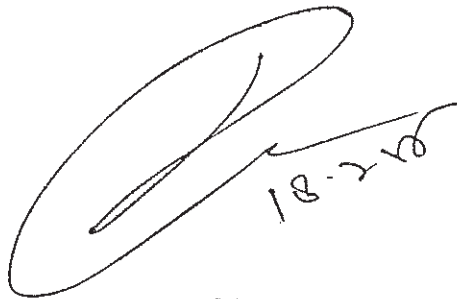
NAME OF THE WORK:- PROPOSED CROSSING OF 10 INCH DIA M.S. CASING PIPE TO CARRY 04 INCH DIA M.S. GAS PIPE LINE AT KMS 1407/7-9 IN MTJ-PWL SECTION BY HORIZONTAL BORING METHOD.

| Sr. No. | Description                                                                                                                                                                                                           | Remarks |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1       | Whether all application are signed by the authorized Electrical officers.                                                                                                                                             | N.A.    |
| 2       | Whether the Electrical plan is signed by DRM&CEDE.                                                                                                                                                                    | N.A.    |
| 3       | Whether Type plan approved by CBE/NCR, ALD is enclosed. Hume pipe as per drg. No. RDSO R-1609 RI cannot be shown in the drawing in view of RDSOs withdrawal of the above drawing.                                     | N.A.    |
| 4       | Whether the speed restriction is indicated in the application.                                                                                                                                                        | YES     |
| 5       | There should not be any hand written correction in the drawing.                                                                                                                                                       | NIL     |
| 6       | Whether the references of plans indicated in application.                                                                                                                                                             | YES     |
| 7       | Whether the site plan shows the exact location of the cable crossing.                                                                                                                                                 | YES     |
| 8       | Whether the UB cable crossing plan is signed by concerned other departments.                                                                                                                                          | YES     |
| 9       | Whether the speed restriction diagram is given in the drawing.                                                                                                                                                        | NO      |
| 10      | Whether CE-191 is enclosed? Whether it matches with the speed restriction diagram and the proviso of GRS? Whether gradual release of speed restriction as per para 238(g) of IRPWM included in a note in the drawing. | NO      |
| 11      | Whether the reference of Railway Board's circular for boring of pipes given in drawing?                                                                                                                               | NO      |
| 12      | Whether the crossing is within station limits? In case it is so, note as per Nilleshwar ROB case for check of caution order should be given in the sanction.                                                          | NO      |
| 13      | Whether the minimum depths of cushion below formation and adjacent ground level are ensured.                                                                                                                          | YES     |
| 14      | Whether the note to the effect that "The boring work will be done by Railways or under the supervision of Railway Engineers (including SE/P.Way Works)" is given.                                                     | YES     |



(SUDHANSHU NAGAICH)

DEN (I) AGRA





NORTH CENTRAL

रेलवे / RAILWAY

43/1-3

फॉर्म सं. ई. एस.-(आर.वी.)/ES &

आई.जी.आर.सी.ई- 1606/IRGC&e-1

संस्वीकृति के लिए आवेदन

APPLICATION FOR SANCTION

विभाग/Department.....ENGINEERING..... कार्यालय/Office..... OF THE DIVISIONAL RAILWAY MANAGER (WORKS).....AGRA

सं०/No. AGRA/W/P.C./MTJ-PWI/Cat/02/02

दिनांक/Date:-14 NOV, 2014

प्रेषक/From the ..... Sudhanshu Nagaich DEN (I) AGRA

विभाग/Department.....D.R.M.(W), N.C. Rly. AGRA

सेवा में/To,

THE COMMISSIONER OF RAILWAY SAFETY  
NORTH EASTERN CIRCLE, DRM/NORTHERN RAILWAY COMPOUND  
HAZRATGANJ, LUCKNOW

सरकारी रेलवे निरीक्षक

The Government Inspector of Railways

परिमंडल सं / Circle No. .... NORTH EASTERN CIRCLE

महोदय/Sir,

1. एवम द्वारा यात्रियों के परिवहन के लिए पूरा हो जाने पर ..... के शुरू करने और जन व आपकी संस्वीकृति के लिए आवेदन करता हूँ।

I hereby apply for your sanction to Proposed Crossing of 10 inch dia MS. Casing pipe to carry 6 inch dia MS. gas pipe line at kms 1407/7-9 in MTJ-PWI by horizontal boring method section..... commenced opened for the public carriage of passenger when ready

2. रेलवे के आनायात के लिये खोलने के लिए नियम के छठे अध्याय के प्रसंग में, मेरा निवेदन यात्रियों के लिए खोल जाने के पहले क्या आप इस कार्य का निरीक्षण करना चाहेंगे। ऐसी स्थिति में समापन की तारीख आपको सूचित करा दी जाएगी।

With reference to Chapter VI of the Rules for the Opening of Railway. I beg to enquire Whether wish to Inspect the work prior to 1st opening for the public carriage of passengers, in which case Intimation be given of the date of completion.

4  
18/12/2012/203/3376/MCR/AGRA/REF  
सं०/No. 203/3376/MCR/AGRA/REF  
प्रेषक/ From  
सरकारी रेलवे निरीक्षक / The Government Inspector of Railways  
क्षेत्र सं०/ Circle No. NORTH EASTERN CIRCLE  
सेवा में/ To,  
पदनाम/ Designation..... DEN/1/AGRA.....  
.....North Central Railway, Agra.....  
महोदय/ Sh.

रेलवे/ Railway

Sub:- Proposed Crossing of 10 inch dia M.S. Casing pipe to carry 04 inch dia M.S. gas pipe line at kms 1407/7-9 in MTJ-PWL section by horizontal boring method.

आपका पत्र संख्या ..... उपर्युक्त चालू निर्माण का संस्वीकृति प्रदान की जाती है।

Your L.No. AGRA/W/PC/MTJ-PWL/Gail/02/02 dated 14.11.2014 Sanction as accorded to the above work being carried out.

मैं इस निर्माण कार्य के यात्रियों के परिवहन के लिए खोले जाने के पहले निरीक्षण करने का इरादा नहीं रखता हूँ। जब कार्य पूरा हो जायेगा तब इस तरफ़ा प्रमाण पत्र के आशय पर खोला जा सकता है। (अपने पत्र तीसरे पैराग्राफ को देखने की कृपा करें) जो सीधे मेरे पास अविलम्ब भेज दिया जाये।

मैं इस निर्माण कार्य को यात्रियों के परिवहन के लिए खोले जाने का पूर्ण निरीक्षण करने का इरादा रखता हूँ। निर्माण कार्य खोलने की अंतिम तारीख से कम से कम 14 दिन पहले कार्य के निरीक्षण की तारीख की सूचना दी जानी चाहिए।

I do not propose to inspect the work prior to its opening for the carriage of passengers. When ready it may be opened on a safety certificate (vide paragraph 3 of your letter.) which should be submitted to me direct without any delay.

I propose to inspect the work prior to its opening for the public carriage of passengers. Advice of the date, when the work will be ready for inspection should be intimated at least 14 days before it is proposed to open it.

रेलवे संरक्षा आयुक्त / Commissioner of Railway Safety

क्षेत्र सं०/ Circle No. North Eastern Circle  
Commissioner of Railway Safety

Strike out the words not applicable.

• जो पैराग्राफ लागू न हो उसे काट दें।

• यहां कार्य का नाम दर्ज करें और यह उल्लेख करें कि यह स्थायी या अस्थायी है।

• Here enter name of work and mention whether permanent or temporary.

कार का फार्म निर्देश/संस्वीकृति संख्या ..... तारीख ..... कार्य की तारीख को जनता को बतायात के लिए खोला गया है। सबसे पहले गुजरने वाली गाड़ी ..... जनता के लिए खतरे की आशंका रहित प्रमाण पत्र हस्ताक्षरित।

"Form of telegram" Reference, Sanction No.....dated.....work opened for public traffic on.....First train to pass.....No. danger to public Certificate signed.

अगर इन अभिलेखों में से कोई अभिलेख संलग्न नहीं किया गया हो तो ऐसी हर मद के सामने "कुछ नहीं" लिखना चाहिए। विस्तृत योजना बदलने की योजना के लिए कार्य चालन नियमों को उक्त कार्य के व्यवहार में लाने की तारीख के एक मास पूर्व तक भेज दिया जाना चाहिए और तब ऐसी हालत में "कुछ नहीं" के बदले "बाद में भेजा जायेगा" टिप्पणी दर्ज कर दी जानी चाहिए।

If any of the documents are not sent, then "Nil" to be written against such items. Working rules or extensive remodeling scheme may be sent in not later than one month before the date on which the work is to be brought in to use and in such cases "will follow" should be written instead of "Nil".



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व. म. इंजी. (र. म.)

व. म. इंजी. (र. म.)

व. म. इंजी. (र. म.)

व. म. इंजी. (र. म.)

## (5) CHECK LIST FOR APPLICATION FOR THE UNDER GROUND CABLE LINE CROSSING

NAME OF THE WORK:- PROPOSED CROSSING OF 10 INCH DIA M.S. CASING PIPE TO CARRY 04 INCH DIA M.S. GAS PIPE LINE AT KMS 1497/7-9 IN MTJ-PWL SECTION BY HORIZONTAL BORING METHOD.

| Sr. No. | Description                                                                                                                                                                                                           | Remarks |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1       | Whether all application are signed by the authorized Electrical officers.                                                                                                                                             | N.A.    |
| 2       | Whether the Electrical plan is signed by DRM&CEDE.                                                                                                                                                                    | N.A.    |
| 3       | Whether Type plan approved by CBE/NCR, ALD is enclosed. Name pipe as per dng. No. RDSO P-1609 RI cannot be shown in the drawing in view of RDSOs withdrawal of the above drawing.                                     | N.A.    |
| 4       | Whether the speed restriction is indicated in the application.                                                                                                                                                        | YES     |
| 5       | There should not be any hand written correction in the drawing.                                                                                                                                                       | NIL     |
| 6       | Whether the references of plans indicated in application.                                                                                                                                                             | YES     |
| 7       | Whether the site plan shows the exact location of the cable crossing.                                                                                                                                                 | YES     |
| 8       | Whether the UB cable crossing plan is signed by concerned other departments.                                                                                                                                          | YES     |
| 9       | Whether the speed restriction diagram is given in the drawing.                                                                                                                                                        | NO      |
| 10      | Whether CE-191 is enclosed? Whether it matches with the speed restriction diagram and the proviso of GRS? Whether gradual release of speed restriction as per para 238(g) of IRPWM included in a note in the drawing. | NO      |
| 11      | Whether the reference of Railway Board's circular for boring of pipes given in drawing?                                                                                                                               | NO      |
| 12      | Whether the crossing is within station limits? In case it is so, note as per Nilleshwar ROB cast for check of caution order should be given in the sanction.                                                          | NO      |
| 13      | Whether the minimum depths of cushion below formation and adjacent ground level are ensured.                                                                                                                          | YES     |
| 14      | Whether the note to the effect that "The boring work will be done by Railways or under the supervision of Railway Engineers (including SE/P.Way Works)" is given.                                                     | YES     |

(SUDHANSHU NAGAIC)  
DEN (I) AGR