

OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS (HEAD OF FOREST FORCE), MAHARASHTRA STATE, NAGPUR

ADDITIONAL PRINCIPAL CHIEF CONSERVATOR OF FORESTS AND NODAL OFFICER, MAHARASHTRA STATE, NAGPUR,

First Floor, 'B' Wing, Van Bhavan, Civil Lines, Nagpur-440001.

Tel no. (0712) 2530166, 2556916, Fax no. (0712) 2550675 E-mail- apccfnodal@mahaforest.gov.in

Sub:- Forest Land-Palghar

Diversion of 0.1320 ha. Forest land under Forest (Conservation) Act, 1980 in favour of Gujrat Gas Limited, Ahmedabad for laying of underground steel pipeline to set up Natural Gas Distribution network

No. Desk-17/Nodal/S2/PID-35246/Thane/ 08 /2023-24

Nagpur – 440 001, Date :- 01/04/2024

To,

Principal Secretary (Forest),
Revenue & Forest Department,
Mantralaya, Mumbai -32

- Ref:- 1. Government of Maharashtra order No. FLD-2021/CR-132/F-10, dated 23/07/2021
2. The Chief Conservator of Forests (T), Thane vide letter No. Desk-10/FCA/CR-40/19-20/OW-603, dated 20/03/2024.

The Government of Maharashtra has conveyed the 'in-principle' approval for diversion of 0.1320 ha. Forest land under Forest (Conservation) Act, 1980 in favour of Gujrat Gas Limited, Ahmedabad for laying of underground steel pipeline to set up Natural Gas Distribution network. Accordingly, the Chief Conservator of Forests (T), Thane vide letter under reference no.2 has submitted compliance of conditions of in-principle approval to this office. The compliance report of the conditions of in-principle approval was furnished vide letter dt.23/07/2021.

Sr. No	Condition	Compliance
1	The Legal Status of the land will remain unchanged.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-1).
2	The Forest land shall not be used for any purpose other than specified in the project.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-1).
3	The User Agency will defray the cost of Net Present Value of 0.1320 Ha. Of forest land as per latest guidelines of Government of India.	The User Agency has deposited amount of Rs.1,23,948/- to MAHARASHTRA CAMPA A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021. (Annexure-2)
4	The User Agency will defray the additional/ revised cost of Net Present Value as per latest guidelines of Government of India.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-3).
5	The User Agency shall obtain the permission of concerned competent authority for laying of Natural Gas	The User Agency has obtained the permission from NHAI & PWD for laying of Pipeline within RoW. The Copy of permission is attached

	Pipeline within the ROW.	herewith. (Annexure- 4)
6	The User Agency will obtain the Environmental Clearance from competent authority, if required.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-5).
7	The Natural Gas Pipeline will be laid well below as per the norms the ground level all along its length through forest land adequate safety measures to be adopted.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-6).
8	No additional or new path will be constructed inside the forest area for transportation of construction materials for the execution of the project work.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-7).
9	It will be the responsibility of the User Agency to ensure that the labourers, staffs emgaged in construction activity do not damages nearby forest flora and fauna.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-8).
10	The User Agency will fulfill the complete compliance of the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 before final approval.	The User Agent has submitted FRA, 2006 Certificate of 0.0967 ha. area. (Annexure-9) Remaining for the 0.0353 ha area FRA, 2006 Certificate has not been submitted. It is mentioned in the letter from the Collector Palghar that the land survey no./Gut no. 1281, Village-Uplat is in the name of the private owner as per 7/12 extract, so the FRA,2006 Certificate cannot be issued. A report on the current status of said land is attached herwith. (Annexure-10)
11	The User Agency will make good the forest land after laying underground natural gas pipeline.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-11).
12	No trees shall be felled in the area proposed for diversion.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-12).
13	For further maintenance of the project, the agency shall obtain permission from the concerned Deputy conservator of Forests as and when required.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-13).
14	No new forest area beyond the Right of Way of existing road should be broken for laying of Natural Gas Pipeline.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-14).
15	The Chief Conservator of Forest (T), Thane shall report the details of amount recovered from the Project Authority at prevalent rate and all other cost required as per the rules in due course of time.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-15).

16	All the amount received from the User Agency under the project shall be transferred to the account of Ad-hoc CAMPA and compliance will be reported to this office.	<p>Total Amount of Rs.1,23,948/- has been transferred to MAHARASHTRA CAMPA through e-portal. The details are as below.</p> <table border="1"> <thead> <tr> <th>Particulars</th><th>Amount transferred to MAHARASHTRA CAMPA (Rs.)</th><th>Details of Amount Transferred</th></tr> </thead> <tbody> <tr> <td>Net Present Value</td><td>123948</td><td>A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021</td></tr> </tbody> </table> <p>(Annexure-2)</p>	Particulars	Amount transferred to MAHARASHTRA CAMPA (Rs.)	Details of Amount Transferred	Net Present Value	123948	A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021
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17	The User Agency will be authorized to lay the Natural Gas Pipeline outside the confines of the protected area after compliance of this order. Any breach of the conditions by the User Agency will be treated as violation of the provision of the Forest (Conservation) Act. 1980.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-16) .						
18	Provision of all relevant Acts, Rules made there under and guidelines applicable to the project shall have to be strictly followed.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-17) .						
19	All the conditions stipulated by the Forest Department shall be binding on User Agency.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-18) .						
20	Any Other condition which Principal Chief Conservator of Forests (Head of Forest Force), Maharashtra State, Nagpur may impose.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-19) .						
21	The Final approval shall be granted by the state Government after fulfillment of the above conditions by the User Agency. The actual diversion of forest land shall be affected thereafter by the Chief Conservator of Forests (T), Thane.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-20) .						

In view of the above facts, the aforesaid compliance submitted for further needful action.

Enclose : As above

 11/4/24

(Naresh Zurmure)

**Additional Principal Chief Conservator of Forests
& Nodal Officer**

Copy to the Chief Conservator of Forests (T), Thane for information.

Copy to the Deputy Conservator of Forests, Dahanu Forest Division, Dahanu for information.



महाराष्ट्र शासन
वनविभाग

प्र.मु.व.सं.महा.राज्य
नागपूर-४४० ००९
01 APR 2024
आवक क्रमांक 31
कस क्रमांक 17



203

मुख्य वनसंरक्षक (प्रा.), ठाणे वनवृत्त, ठाणे यांचे कार्यालय
मायक्रो वेव्ह टॉवर, बारा बंगला एरिया, कोपरी कॉलनी ठाणे पूर्व, पिन- 400 603
दुरध्वनी क्रमांक - 022-25329642 / 25329865
Email: ccfthane@mahaforest.gov.in / ccfthane@gmail.com

Speed Post

जा.क्रमांक कक्ष-१०/वसं/प्र.क्र.४०/(१९-२०)/६०३/२३-२४

दिनांक : २०.०३.२०२४

पत्र

प्रति,

अपर प्रधान मुख्य वनसंरक्षक व केंद्रस्थ अधिकारी,
महाराष्ट्र राज्य, नागपूर.

विषय :- Diversion of 0.1320 ha. Forest-land for laying Natural Gas Pipeline.

संदर्भ :- १) राज्य शासन, महसूल व वनविभाग आदेश क्र. एफएलडी-२०२१/सीआर-१३२/फ-१०,
दि.२३.०७.२०२१.

२) उपवनसंरक्षक डहाणू यांचेकडील पत्र क्र.अ/२०/जमिन/१८०४, दि.०४.०३.२०२४.

३) उपवनसंरक्षक डहाणू यांचेकडील पत्र क्र.अ/२०/जमिन/१८१५, दि.०५.०३.२०२४.

विषयांकित प्रस्तावास संदर्भित पत्र क्र. १ अन्वये काही अटी व शर्तीच्या अधीन राहून तत्त्वतः मान्यता प्राप्त झाली आहे. तत्त्वतः मान्यता पत्रातील अटी व शर्तीचा पूर्तता अहवाल उप वनसंरक्षक, डहाणू यांचे संदर्भित पत्र क्र. ३ अन्वये या कार्यालयास प्राप्त झाला आहे. परंतू तद्पूर्वी प्रस्तावीत क्षेत्रात कामे झाल्याचे निदर्शनास आले आहे. उप वनसंरक्षक, डहाणू यांनी संदर्भित पत्र क्र. २ अन्वये वनभंगाबाबत सविस्तर अहवाल या कार्यालयास सादर केला आहे.

तरी उप वनसंरक्षक, डहाणू यांनी संदर्भित पत्र क्र. २ व ३ अन्वये सादर केलेला तत्त्वतः मान्यता पत्रातील अटी व शर्तीचा पूर्तता अहवाल तसेच वनभंगाबाबत सविस्तर अहवाल यासोबत पुढील आवश्यक त्या कार्यवाहीस्तव सादर करण्यात येत आहे.

K. P. 25
(के. प्रदिपा) २०/३/२४

मुख्य वनसंरक्षक (प्रा.), ठाणे

प्रतिलिपी :- उपवनसंरक्षक डहाणू यांचेकडे माहिती व आवश्यक त्या कार्यवाहीस्तव अग्रेषित.

प्रतिलिपी :- मॅनेजर, पब्लिक रिलेशन (PR), गुजरात गॅस लिमिटेड, २, शांती सदन सोसायटी, परिमल गार्डन जवळ, इलिस ब्रिज, अहमदाबाद - ३८० ००६ गुजरात राज्य यांचेकडे माहितीस्तव.

Sheetal Raut/640) Natural Gas Pipeline-0.1320 ha.



महाराष्ट्र शासन
वन विभाग

दुरध्वनी क्र. ०५२८-२२२३३७

ई-मेल:- dycfdahanu@mahaforest.gov.in

उप वनसंरक्षक डहाणू वनविभाग, डहाणू यांचे कार्यालय

डहाणू आगर रोड, पंचायत समिती, डहाणू कार्यालया शेजारी,
डहाणू, जि.पालघर पिन नं. ४०१ ६०१

पत्र जा.क्र.अ/२०/जमिन/ १०४/सन २०२३-२४, डहाणू ४०१ ६०१, दि. ०४/०३/२०२४.

प्रति,

मा. मुख्य वनसंरक्षक (प्रा.),

ठाणे

मुख्य वनसंरक्षक (प्रा.) कार्यालय	वसुंधरा
कक्ष क्रमांक	10
दिनांक	11 MAR 2024
जाचक क्रमांक	16596
प्रशासकीय अधिकारी	मुख्य वनसंरक्षक ठाणे

विषय:- वन (संवर्धन) अधिनियम, १९८० अंतर्गत अंतिम मान्यतेकरीता प्रलंबित प्रस्तावांबाबत..

Gas Distribution Network in Talasari, Tal of Palghar District Angam Spurline & Angam CNG Connectivity, Dahanu Thane.

संदर्भ:- आपलेकडील पत्र जा.क्र.कक्ष-१०/वसं/प्र.क्र.४८/२१-२२/३६८/२३-२४, दिनांक १४.१०.२०२३.

विषयांकित प्रस्तावास महाराष्ट्र शासन, महसूल व वनविभाग, शासन आदेश क्रमांक FLD-२०२१/CR-१३२/F-१०, दिनांक २३.०७.२०२१ काही अटी व शर्तीच्या अधीन राहून तत्त्वतः मंजूरी प्रदान केलेली आहे. प्रकल्प यंत्रणेने त्यांचेकडील पत्र दिनांक २०.११.२०२१ अन्वये अटी व शर्तीबाबतचा पूर्तता अहवाल या कार्यालयास सादर केला आहे. सदर पूर्तता अहवालामध्ये प्रकल्प यंत्रणेने ०.०७८७ हेक्टर (प्रकल्पाचे क्षेत्र- ०.१३२० हे.) वनक्षेत्राचे FRA, २००६ प्रमाणपत्र सादर केले आहे. म्हणून उर्वरित क्षेत्र ०.०५३३ हेक्टर वनक्षेत्राचे प्रमाणपत्र सादर करणेबाबत या कार्यालयाकडील पत्र दिनांक ०८.१२.२०२१, दिनांक ३१.०५.२०२२, दिनांक १०.०८.२०२२ अन्वये प्रकल्प यंत्रणेस कळविणेत आलेले आहे. परंतु प्रकल्प यंत्रणेने अद्याप त्रुटीबाबत पूर्तता अहवाल या कार्यालयास सादर केलेला नाही. त्यामुळे तत्त्वतः मंजूरी पत्रातील अटी व शर्तीबाबतचा पूर्तता अहवाल वरिष्ठांकडे सादर करता आलेला नाही.

ज्या प्रकल्पांना तत्त्वतः मंजूरी प्राप्त झालेली आहे मात्र बऱ्याच कालावधीपासून अंतिमतः मंजूरीसाठी प्रस्ताव सादर केलेले नाही अशा प्रस्तावाच्या संदर्भात स्थळपाहणी करून प्रकल्पांतर्गत कामे करण्यांत आली किंवा कसे? याबाबत शहानिशा करून ज्या प्रस्तावाबाबत तत्त्वतः मंजूरी सन २०१६ पूर्वीच प्राप्त झालेली आहे, अशा प्रस्तावांचे अंतिम मान्यतेपूर्वी प्रकल्प यंत्रणेने सदर जागेवर कामे सुरू केलेली आहेत अथवा पूर्ण केलेली आहेत, अशा प्रस्तावाबाबत वन (संवर्धन) अधिनियम, १९८० अंतर्गत कारवाई करणेबाबत निर्देश दिलेले आहेत.

त्याअनुषंगाने या सदर प्रस्तावाची प्रकल्प यंत्रणेस आवश्यकता आहे किंवा कसे? याबाबत प्रकल्प यंत्रणेकडून अहवाल मागविणेत आलेला आहे. यासंदर्भात प्रकल्प यंत्रणेकडील पत्र क्र.GGL/Thane GA/Forest Clearance/२०२३, दिनांक १३.०९.२०२३ अन्वये अहवाल सादर केलेला असून त्यामध्ये खालील मुददेनिहाय अहवाल सादर केलेला आहे.

- Kindly refer the last correspondence of DCF, Dahanu Forest Division, letter no.A/20/jamin/665/2021-22, dated 30.08.2022.
- In their letter DCF has mentioned that GGL has submitted compliance of In-Principal approval on 20.11.2021. However, Collector Palghar has issued FRA Certificate for area 0.0787 ha. only out of total forest diversion area 1.320 ha. Balance 0.0533 ha. showing private land as per the revenue records hence Collector Palghar will not issue FRA for this area and same has confirmed by Collector Palghar vide their letter no. Vanhakka/kavi-374/2020 dtd 06.07.2020.
- This is to inform that the FRA of balance forest area has been obtained from Collector, Palghar and it has been submitted to your good office separately.
- Considering the facts, the compliance of the In-Principal approval has been submitted, we request you to kindly do the needful to process the proposal for final permission at the earliest possible.

परंतु प्रकल्प यंत्रणेने उर्वरित शिल्लक ०.०५३३ हेक्टर वनक्षेत्राचे प्रमाणपत्र अद्याप या कार्यालयास सादर केलेले नाही.

आपलेकडील संदर्भीय पत्रामध्ये दिलेल्या निर्देशानुसार प्रस्तुत प्रकल्पाची उपविभागीय वनअधिकारी व सहा. वनसंरक्षक (वन्यजीव) कासा व वनक्षेत्रपाल, बोर्डी यांनी स्थळपाहणी केली असता, मौजे-आमगांव, खाजगी वने, सर्व्हे क्रमांक ११८ मध्ये गॅस पाईप लाईनचे खोदकाम होऊन १ ते १.५० मीटर खोल ६० से.मी. रुंद चर खोदून लोखंडी पाईप टाकल्याचे निदर्शनास आले आहे. सदर प्रकल्पाचे वनभंगाबाबत अहवाल यासोबत जोडून सादर करणेत येत आहे.

सहपत्र :- १. तत्त्वतः मंजूरीचे पत्र.

२. प्रकल्प यंत्रणेकडील दिनांक १३.०९.२०२३ रोजीचे पत्र.

३. वनक्षेत्रपाल व सहा. वनसंरक्षक यांचे वनभंग अहवाल.

(मधुमिता एस.)
उप वनसंरक्षक

डहाणू वनविभाग, डहाणू.

प्रतिलिपी :- मा. अपर प्रधान मुख्य वनसंरक्षक व केंद्रस्थ अधिकारी, म.रा.नागपूर यांना माहितीस्तव सविनय सादर.

Report regarding violation of Forest Conservation Act, 1980 for the consideration of the committee constituted under the Chief Secretary vide Govt. of Maharashtra, Revenue & Forest Department G.R.No.FLD-1089/475/Part-2/F-10, dt- 2nd December 1991.

- 1 Name of Agency :- Gujarat Gas Limited.
- 2 Name of the Project :- Diversion of 0.1320 Ha. Forest Land under Forest (Conservation) Act, 1980 in favour of Gujarat Gas Limited Ahmedabad for Laying of underground Steel pipeline to set up Natural Gas Distribution Network.
- 3 Location :- Amgaon, Survey No. 118.
 - (a) FIS No./Compt.No.
 - (b) Village :- Amgaon
 - (c) Taluka :- Talasari
 - (d) District :- Palghar
- 4 No. & Date of Technical Sanction :- Not Available
- 5 No. & Date of Administrative Approval :- Not Available
- 6 Period of work on Forest Land :- -
 - (a) Date of starting the work :- Not Available
 - (b) Date of stopping the work :- Not Available
7. Details of work done on forest area :-

Sr.No.	Item	Forest Land involved in Item	Extent of violation on forest land	Amount Sanction on the Item Started	Amount spend on violation on item no.2	Remarks
1.	Laying of under ground Gas Pipeline	0.0348 ha.	0.0348 ha.	Not Available	Not Available	The work of laying of under ground gas pipe line has been done in Private Forest.

8. Separate Map attached.

Item of Work	Quantity	Expenditure	Period of work done
Laying of underground Gas Pipeline	0.0348 ha.	Not Available	Not Available.

9. Name of Officer responsible for violation:-

Name of Officer	Designation	Period of Violation
Details not available.	Dy.Manager (PR & ROU), Gujarat GAs Limited.	Not Available

10. Whether the violation case fit in the criteria specified in GTR & FD No. FLD-1089/GR/475/Part-2/ F-10, Dt. 21/09/1991 :- -- NO.

11. If yes, In Which Para :- -- NA

12. If not why :- -- As the case of Laying of underground gas pipeline


13. Action proposed by the agency against the officer responsible for violation:-

The Laying of underground gas pipeline has been done in Private Forest by the Gujarat Gas Limited, hence the said violation is done by same user agency.

Name of Officer	Designation	Action Proposed
Details not available.	Dy.Manager (PR & ROU), Gujarat GAs Limited.	--

14. Dy.Conservator of Forests remarks as to whether she agrees with the above details:-

- The said proposal has been received In-Principal approval from Government of Maharashtra Vide letter No.FLD-2021/CR-132/F-10, Date 23/07/2021.
- 0.0348 ha. area has been violated due to laying of underground gas pipeline works by the User Agency.
- Suitable Penal NPV could be imposed on the User Agency.


(Madhumitha S.)
Deputy Conservator of Forests,
Dahanu Forest Division, Dahanu.

200

Forest Land-Palghar

Diversion of 0.1320 Ha. Forest land under Forest (Conservation) Act, 1980 in favour of Gujrat Gas Limited, Ahmedabad for laying of underground steel pipeline to set up Natural Gas distribution network.

Government of Maharashtra

Revenue and Forest Department

Government Order No.: FLD-2021/CR-132/F-10

Mantralaya, Mumbai-400 032

Date: 23/07/2021

Preamble:-

Associated Vice President (PR), Gujrat Gas Limited, Ahmedabad has submitted a proposal for diversion of 0.1320 Ha. Private Forest (35.Sec) & Protected Forest land under Forest (Conservation) Act, 1980 for laying of 6" diameter underground steel pipeline from Sanjan to Angam to set up Natural Gas distribution network in Talasari Taluka & surrounding area to the State Forest Department. After careful consideration and scrutiny of the proposal, granting of in-principle approval to the aforesaid project is under consideration of the State Government.

Order:-

In exercise of powers delegated to the State Governments, vide Government of India's letter no. 5-2/2017-FC, dated 28/03/2019, Handbook of FCA Guidelnes-2019, Chapter 4 (General Approval under Section 2 (ii) of FCA), Government of Maharashtra is pleased to grant 'in-principle' approval to the diversion of forest land under section-2 of the Forest (Conservation) Act, 1980, for diversion of 0.1320 Ha. Private Forest (35.Sec) & Protected Forest land as per the proposal submitted by Additional Principal Chief Conservator of Forests & Nodal Officer, Maharashtra State, Nagpur, vide his letter no. Desk-17/2/NC/II/ID-12804 (71)/1048/20-21, dated 18/01/2021 for laying of 6" diameter underground steel pipeline from Sanjan to Angam to set up Natural Gas distribution network in Talasari Taluka & surrounding area. The details are as given below:-

Sr. No.	Village Name	Taluka & District	Forest Land Details				
			Survey No./ Gut No.	Length (in Meter)	Width (in Meter)	Area (in Hectare)	Legal Status
1.	Amgaon	Tal.Talasari, Dist.Palghar	118	387	0.9	0.0348	Private Forest (35 Sec)
2.	Uplat		1281	392	0.9	0.0353	Protected Forest

Sr. No.	Village Name	Taluka & District	Forest Land Details				
			Survey No./ Gut No.	Length (in Meter)	Width (in Meter)	Area (in Hectare)	Legal Status
3.	Uplat	Tal.Talasari, Dist.Palghar	1050	120	0.9	0.0108	Protected Forest
4.	Uplat		1279	80	0.9	0.0072	Protected Forest
5.	Uplat		1282	488	0.9	0.0439	Protected Forest
Total Forest Area (in Hectare)						0.1320	

2. This in-principle approval is issued subject to the following conditions:-

- 1) The legal status of the land will remain unchanged.
- 2) The Forest land shall not be used for any purpose other than specified in the project.
- 3) The User Agency will defray the cost of Net Present Value of 0.1320 Ha. of Forest Land as per latest guidelines of Government of India.
- 4) The User Agency will defray the additional/ revised cost of Net Present Value as per latest guidelines of Government of India.
- 5) The User Agency shall obtain the permission of concerned competent authority for laying of Natural Gas Pipeline within the ROW.
- 6) The User Agency will obtain the Environmental Clearance from competent authority, if required.
- 7) The Natural Gas Pipeline will be laid well below as per the norms the ground level all along its length through forest and adequate safety measures to be adopted.
- 8) No additional or new path will be constructed inside the forest area for transportation of construction materials for the execution of the project work.
- 9) It will be the responsibility of the User Agency to ensure that the labourers, staffs engaged in construction activity do not damages nearby forest flora and fauna.
- 10) The User Agency will fulfill the complete compliance of the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forests Rights) Act, 2006 before final approval.
- 11) The User Agency will make good the forest land after laying underground natural gas pipeline.
- 12) No trees shall be felled in the area proposed for diversion.
- 13) For further maintenance of the project, the agency shall obtain permission from the concerned Deputy Conservator of Forests as and when required.
- 14) No new forest area beyond the Right of Way of existing road should be broken for laying of Natural Gas Pipeline.
- 15) The Chief Conservator of Forest (T), Thane shall report the details of amount recovered from the Project Authority at prevalent rate and all other cost required as per the rules in due course of time.
- 16) All the amount received from the User Agency under the project shall be transferred to the account of Ad-hoc CAMPA and compliance will be reported to this office.
- 17) The User Agency will be authorized to lay the Natural Gas Pipeline outside the confines of the protected area after compliance of this order. Any breach of the conditions by the

User Agency will be treated as violation of the provision of the Forest (Conservation) Act, 1980.

- 18) Provision of all relevant Acts, Rules made there under and guidelines applicable to the project shall have to be strictly followed.
- 19) All the conditions stipulated by the Forest Department shall be binding on User Agency.
- 20) Any other condition which Principal Chief Conservator of Forests (Head of Forest Force), Maharashtra State, Nagpur may impose.
- 21) The Final approval shall be granted by the State Government after fulfillment of the above conditions by the User Agency. The actual diversion of forest land shall be effected thereafter by the Chief Conservator of Forests (T), Thane.

3. This Government Order of Maharashtra Government is available at the website www.maharashtra.gov.in. Reference no. for this is 202107231549237819. This Order has been signed digitally.

By order and in the name of the Governor of Maharashtra.

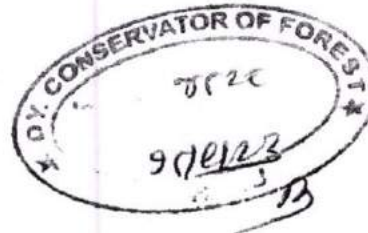
**Arvind Shankar
Apte**

Digitally signed by Arvind Shankar Apte
DN: CN = Arvind Shankar Apte, C = IN, S =
Maharashtra, O = Government Of
Maharashtra, OU = Revenue And Forest
Department
Date: 2021.07.23 14:58:35 +05'30'

**(Arvind Apte)
Chief Conservator of Forests (Mantralaya)**

Copy to:-

1. Secretary, Ministry of Environment, Forests & Climate Change, Government of India, New Delhi.
2. Regional Officer (Central), Ministry of Environment, Forests & Climate Change, Government of India, Integrated Regional Office, Nagpur.
3. Principal Chief Conservator of Forests (Head of Forest Force), Maharashtra State, Nagpur.
4. Additional Principal Chief Conservator of Forests & Nodal Officer, Maharashtra State, Nagpur.
5. Additional Principal Chief Conservator of Forests (CAMPA), Maharashtra State, Nagpur.
6. Additional Principal Chief Conservator of Forests (Conservation), Maharashtra State, Nagpur.
7. Divisional Commissioner, Konkan.
8. Chief Conservator of Forests (Forest Conservation), Nagpur.
9. Chief Conservator of Forests (T), Thane.
10. Collector, Palghar.
11. Chief Executive Officer, Zilha Parishad, Palghar.
12. Deputy Conservator of Forests, Dahanu.
13. Associated Vice President (PR), Gujrat Gas Limited, 901, 9th Floor, Avdhesh House, Opposite Shri.Guru Govind Gurudwara, S.G.Highway, Ahmedabad-380 054.
14. Select File-F-10.



GGL/Thane GA/Forest clearance/2023

Date: 13.09.2023

To
The Dy. Conservator of Forests,
Dahanu Forest Division,
Dahanu Agar Road,
Dahanu, Dist. Palghar.

Sub.: Development of City Gas Distribution Network in Thane GA (Palghar & Thane District): Request for granting final permission for diversion of Forest land for laying of 6"/8"/12" dia. of Natural Gas pipeline proposed along and across PWD roads: Request for granting Final Forest Permissions

Ref.: Your good office letter no. B/20/Land/1905/2023-24, Dated 22.08.2023

Dear Sir,

As aware, Gujarat Gas Limited (GGL) (A GSPC Group Company- Government of Gujarat undertaking) is India's largest City Gas Distribution (CGD) Company, has been authorized by PNGRB (Petroleum and Natural Gas Regulatory Board), in the year 2015 for laying, building, operating and expending City gas Distribution Network in Thane Geographical Area consisting Palghar & Thane District (except the area already authorized) in Maharashtra state

In line of authorization received, we have planned CGD pipeline network to reach each corner of the Geographical area and accordingly proposals to all respective authorities submitted for obtaining Permissions/ NOCs in the year 2016 only. We wish to inform that long back we have obtained all the statutory permissions including Environmental Clearance, Wildlife Clearance, NHAI, Railway, PWD Road, Zila Parishad Road, Irrigation dept. etc. except the forest clearances.

The as on date status of Forest proposals submitted are furnished below:

Sl. No.	CGD pipeline Connectivity	Online proposal no. / Diversion area	In-Principal approval letter no.	Final Compliance of In-Principal approval letter no.	Remarks
1	Palghar Connectivity	FP/MH/Others/ 33532/2018, Area: 0.2010 Ha	FLD- 12A18/CR- 328/F-10 dtd. 02.01.2019	Gujarat Gas /FCA/ Palghar SL/ Forest/2019 dtd. 07.02.2019	Final permission still awaited / Working permission issued on 30.03.2019 & Cancelled on 17.06.2019
2	Angam spur & CNG connectivity	FP/MH/Others/ 35246/2018, Area: 0.132	FLD- 2021/CR- 132/F-10 dtd. 23.07.2021	GGL/Angam SL & Angam CNG/FCA/Final compli. nce/2021 dtd. 20.11.2021	Final permission still awaited

From the above statement, we understand that final permissions are awaited since long from the forest department.

GUJARAT GAS LIMITED

(A GSPC Group Company - Government of Gujarat Undertaking) (Formerly known as Gujarat Gas Corporation Limited)
Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.
Tel.: +91-79-26462980, 26460095 Fax : +91-79-26465249

Registered Office : Gujarat Gas CNG Station, Sector-5/C, Gandhinagar - 382 006, Gujarat, India. Tel.: +91-79-23264777, 23264999
Website : www.gujaratgas.com, www.gspcgroup.com



Please find below the major highlights and clarifications of each proposals for your kind information and considerations.

1. Palghar Connectivity (FP/MH/Others/33532/2018, Area: 0.2010 Ha):

- Kindly refer the last correspondence of DCF, Dahanu Forest Division, letter no. A/20/Jamin/665/2021-22 dtd. 30.08.2022 address to CCF Thane.
- DCF mentioned in their letter that proposed pipeline disturbing mangrove plantation and therefore as per Hon. Mumbai High Court Order dtd. 27.01.2010, necessary permission has to be obtained from Hon. High Court. **This is to inform that the permission of Hon. High Court is under progress and after receiving, it will be submit immediately.**
- Collector Palghar has issued FRA Certificate for area 0.1230 ha only out of total forest diversion area 0.2010 ha. Balance 0.0780 ha showing private land as per the revenue records hence Collector Palghar will not issue FRA for this area and same has confirmed by Collector Palghar vide their letter no. Vanhakk/ kavi-397/18 dated 01.08.2018. **This is to inform that obtaining of FRA for Balance forest area is under progress and after receiving it will be submit immediately.**
- Considering the facts, the compliance of the In-Principal approval has been submitted long back, we request you to kindly do the needful to process the proposal for final permission at the earliest possible.

2. Angam Spur & CNG Connectivity (FP/MH/Others/35246/2018, Area: 0.132):

- Kindly refer the last correspondence of DCF, Dahanu Forest Division, letter no. A/20/Jamin/665/2021-22 dtd. 30.08.2022
- In their letter DCF has mentioned that GGL has submitted compliance of In-Principal approval on 20.11.2021. However, Collector Palghar has issued FRA Certificate for area 0.0787 ha only out of total forest diversion area 1.32 ha. Balance 0.0533 ha showing private land as per the revenue records hence Collector Palghar will not issue FRA for this area and same has confirmed by Collector Palghar vide their letter no. Vanhakk/ kavi-374/2020 dtd. 06.07.2020.
- **This is to inform that the FRA of balance forest area has been obtained from Collector, Palghar and it has been submitted to your good office separately.**
- Considering the facts, the compliance of the In-Principal approval has been submitted, we request you to kindly do the needful to process the proposal for final permission at the earliest possible.

Apart from the above we wish to inform that CGD pipeline has been proposed parallel and within the ROW of PWD Roads only, for which we have obtained separate NOCs from PWD office. As aware PWD Roads are existed since long back and must would have acquired the ROW and have obtained necessary permissions also from forest dept. Therefore, the ROW of roads are free from all encumbrances and not possible at all for existence of any Scheduled Tribe or traditional forest dwellers. Therefore, we request you to kindly look into the matter personally and do the needful to process of above proposals for final permission at the earliest possible.

We are not be able to complete any of our CGD projects in Thane GA (Palghar & Thane District) due to unavailability of forest clearances, so the laying of pipeline work has not started by GGL in both the projects area. Since GGL has submitted all the compliance's of In-Principal



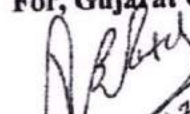
196

permissions, we once again request your intervention for issuing final permissions for all the above forest proposals at the earliest possible.

Thanking you and assuring you of our best attention always.

Yours Sincerely,

For, Gujarat Gas Limited



Vipul Patel
Dy. Manager (PR & Ret)





महाराष्ट्र शासन
वनविभाग

उपविभागीय वनअधिकारी व सहाय्यक वनसंरक्षक
(वन्यजीव) कासा यांचे कार्यालय

डहाणू आगर रोड, पारनाका, पंचायत समिती, डहाणू कार्यालय
शेजारी, ता-डहाणू, जि-पालघर, पि.न. 401 601



ई मेल : acfkasa@gmail.com

जा.क्र.अ/20/जमिन/574/सन 2023-24

डहाणू 401 601 दिनांक 30/10/2023

प्रति,

मा. उपवनसंरक्षक

डहाणू, वनविभाग डहाणू

विषय:- वन (संवर्धन) अधिनियम 1980 अंतर्गत अंतिम मान्यतेकरीता प्रलंबित प्रस्तावा बाबत
स्थळपाहणी अहवाल सादर करणेबाबत.

संदर्भ:- 1. मा. उपवनसंरक्षक डहाणू यांच्याकडील जा.क्र.ब/20/जमिन/2625 दि.13/10/2023

2. वनक्षेत्रपाल बोर्डी यांच्याकडील जा.क्र.अ/30/जमिन/845 दिनांक 30/10/2023

उपरोक्त संदर्भ क्रमांक 1 अन्वये वन (संवर्धन) अधिनियम 1980 अंतर्गत खालील प्रस्तावास तत्वतः
मंजूरी प्राप्त झालेली आहे. मात्र बऱ्याच कालावधीपासून अंतिम मंजूरीकरीता सादर करण्यांत आलेले नाही.

अ.क्र.	प्रकल्पाचे नांव	क्षेत्र	वनक्षेत्र	गावाचे नांव	सर्व्हे क्र.	क्षेत्र	वनाचा दर्जा
1	Gas Distribution Network in Talasari Tal of Palghar District Amgaon Spurline & Angam CNG Connectivity, Dahanu Thane	0.1320	बोर्डी	आमगांव	118	0.0348	खाजगी वने
				उपलाट	1281	0.0353	संरक्षित वने
					1050	0.0108	
					1279	0.0072	
					1282	0.0439	

त्यामुळे वरील प्रस्तावाच्या संदर्भात स्थळपाहणी करून सदर प्रकल्पांतर्गत कामे करण्यांत आली किंवा
कसे? या बाबत स्थळपाहणी करून अहवाल सादर करणे बाबत कळवीले होते. त्यानुसार वरील क्षेत्राची आम्ही
दिनांक 28/10/2023 रोजी स्थळपाहणी केली.

उपलाट संरक्षित वन सं.नं. 1281 क्षेत्र 0.0353, सं.नं. 1050 क्षेत्र 0.0108, सं.नं. 1279 क्षेत्र 0.0072
व सं.नं. 1282 क्षेत्र 0.0439 गॅस पाईप लाईनचे काम झाले नसून पाईप लाईनचे पाईप हे हायवेलगत ठेवलेले
दिसून येत आहे. त्याचे Gio Tag Photo सोबत जोडून सादर करिता आहे.

आमगांव खाजगी वन सं.नं. 118 क्षेत्र 0.0348 मध्ये गॅस पाईप लाईन चे खोदकाम करून 1 ते 1.50
मीटर खोल 60Cm रुंद चर खोदून लोखंडी पाईप 348 मी. लांबीचे टाकलेलेचे दिसून येत आहे.

आमगांव खाजगी वन सं.नं. 118 मध्ये ठिकाणी वनसंवर्धन कायद्याचे उल्लंघन झाले आहे. सदर काम
दिड ते दोन वर्षांपूर्वीचे आहे असे वनक्षेत्रपाल बोर्डी यांच्या अहवालातून दिसून येत आहे. सोबत Gio Tag Photo
तसेच वनक्षेत्रपाल बोर्डी यांच्याकडील अहवाल जोडला आहे. पुढील कार्यवाहीस्तव सविनय सादर.


उपविभागीय वनअधिकारी

व

सहाय्यक वनसंरक्षक(वन्यजीव) कासा



महाराष्ट्र शासन
वनविभाग

वनपरिक्षेत्र अधिकारी कार्यालय बोर्डी
इहाणू वनविभाग इहाणू
मु.पो.बोर्डी, ता.डहणू, जि.पालघर
E-mail:- rfobordi@gmail.com

दिनांक 30/10/2023

जा.क्र.अ./जमीन/845/सन-2023-24

प्रति,

मा. उपवनसंरक्षक इहाणू,

वन विभाग इहाणू

मार्फत :- मा. सहा. वनसंरक्षक (वन्यजीव) कासा

विषय :- वन (संवर्धन) अधीनियम 1980 अंतर्गत अंतिम मान्यतेकरीता प्रलंबित प्रस्तावा बाबत

स्थळपाहणी अहवाल सादर करणेबाबतचा

संदर्भ :- आपल्या कार्यालयाकडील जा.क्र.ब/20/जमिन/2625/सन 2023-24, दि. 13/10/2023

अहवाल

अ.क्र.	प्रकल्पाचे नाव	क्षेत्र	वनक्षेत्र	गावाचे नाव	सर्व्हे नं.	क्षेत्र	वनाचा दर्जा
1	Gas Distribution Network in Talasari Tal Of Palghar District Amgaon Spurline & Amgaon CNG Connetivity, Dahanu Thane	0.1320	बोर्डी	आमगांव	118	0.0348	खाजगी वने
				उपलाट	1281	0.0353	संरक्षित वने
					1050	0.0108	
					1279	0.0072	
					1282	0.0439	

महोदय,

उपरोक्त विषयान्वये, बोर्डी वनपरिक्षेत्राकडील वनपाल उपलाट यांचेकडील Gas Distribution Network in Talasari Tal Of Palghar District Amgaon Spurline & Amgaon CNG Connetivity, Dahanu Thane या कंपनीने मौजे आमगांव स.नं. 118 क्षेत्र 0.0348 खाजगी वने व मौजे उपलाट स.नं. 1281 क्षेत्र 0.0353, स.नं. 1050 क्षेत्र 0.0108, स.नं. 1279 क्षेत्र 0.0072 व 1282 क्षेत्र 0.0439 संरक्षित वनक्षेत्रात हायवेलगत काम झाले अगर कसे याबाबत तपासणी वे असता मौजे उपलाट येथे Gas Pipe Line करून झाले नसून Pipe Line चे Pipe हे हायवेल ठेवलेले दिसून आले तरी तसा जागेवरील स्थळ पंचनामा, Gio Tag Photo GPS नकाशे सोबत ज सादर करत आहे.

सर्व्हे क्र. 118 35 सेक्शन मध्ये गॅस पाईप लाईन चे खोदकाम होऊन 1 ते 1.50 म

खोल 60 cm रुंद चर खोदून लोखंडी पाईप 348 मी. लांबीचे टाकले आहेत. त्याच GPS Point

1) N 20°11'19.57 E 072°53'11.14"

2) N 20°11'14.33 E 072°53'00.87"

193

सर्वे क्र. 118 मध्ये ठिकाणी वनसंवर्धन कार्याद्वारे उन्मूलन झाले आहे. सदर व
ते दोन वर्षांपूर्वीचे आहे असे दिसून येत आहे. सोबत Geo Tag Photo GPS नकाशे सोबत
आहेत.

वनपरीक्षेत्र अधिकारी
बोर्डी

मी. ए. ए.

गुजरात गैस लिमिटेड (गैस) लि. ब. नं. १०८
नॉडल ऑफिस

नं. १०८

11 MAR 2024

आवक क्रमांक 166

प्रशासकीय अधिकारी मुख्य वनसंरक्षक दफ्तर



Government of Maharashtra
Forest Department

Deputy Conservator of Forests, Dahanu Forest Division, Dahanu.

Dahanu Agar Road, Near Panchayat Samiti, Dahanu, Tal-Dahanu, Dist-Palghar,
Pin 401 601. E-Mail Id:-dycfdahanu@mahaforest.gov.in

Letter. No. A/20/Land/ 969E /2023-24, Dahanu- 401 601, Dated. 04/03/2024.

To,
✓ The Chief Conservator of Forests (T.),
Thane.

Subject:- Forest Land-Palghar

Diversion of 0.1320 ha. Forest Land under Forest (Conservation) Act, 1980 in
favour of Gujarat Gas Limited, Ahmedabad for laying of underground steel
pipeline to set up Natural Gas distribution network.

- Ref :- 1. Government of Maharashtra order No. FLD-2021/CR-132/F-10, Date- 23.07.2021.
2. Additional Principal Chief Conservator of Forests (M.S.) Nagpur Letter
No. Desk-17/Nodal/Thane/ID-12804/(71)/887, Dated- 30.08.2021.
3. Dy.Manager (PR & ROU), Gujarat Gas Ltd Letter No.GGL/Angam SL & Angam
CNG/FCA/Final Compliance/2021, Date-20.11.2021.
4. Dy.Manager (PR & ROU), Gujarat Gas Ltd Letter No.GGL/Angam CNG/Sub-
Pending FRA/PF/2023, Dated 11.09.2023.
5. Dy.Manager (PR & ROU), Gujarat Gas Ltd Letter No.GGL/Thane GA/Angam
CNG/FCA/2024, Dated 08.02.2024.

In-Principal approval has been received subject to certain terms and conditions vide the
above reference letter No.1 from the Central Government. The Compliance report regarding the
terms and conditions of the said letter is being submitted as follows.

Sr. No	Condition	Compliances Report
1	The Legal Status of the land will remain unchanged.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-1).
2	The Forest land shall not be used for any purpose other than specified in the project.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-1).
3	The User Agency will defray the cost of Net Present Value of 0.1320 Ha. Of forest land as per latest guidelines of Government of India.	The User Agency has deposited amount of Rs.1,23,948/- to MAHARASHTRA CAMPA A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021. (Annexure-2)
4	The User Agency will defray the additional/ revised cost of Net Present Value as per latest guidelines of Government of India.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-3).

5	The User Agency shall obtain the permission of concerned competent authority for laying of Natural Gas Pipeline within the ROW.	The User Agency has obtained the permission from NHAI & PWD for laying of Pipeline within RoW. The Copy of permission is attached herewith. (Annexure- 4)
6	The User Agency will obtain the Environmental Clearance from competent authority, if required.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-5).
7	The Natural Gas Pipeline will be laid well below as per the norms the ground level all along its length through forest land adequate safety measures to be adopted.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-6).
8	No additional or new path will be constructed inside the forest area for transportation of construction materials for the execution of the project work.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-7).
9	It will be the responsibility of the User Agency to ensure that the labourers, staffs engaged in construction activity do not damages nearby forest flora and fauna.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-8).
10	The User Agency will fulfill the complete compliance of the Scheduled Tribes and other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 before final approval.	The User Agency has submitted FRA, 2006 Certificate of 0.0967 ha. area. (Annexure-9) Remaining for the 0.0353 ha area FRA, 2006 Certificate has not been submitted. It is mentioned in the letter from the Collector Palghar that the land survey no./Gut no. 1281, Village-Uplat is in the name of the private owner as per 7/12 extract, so the FRA,2006 Certificate cannot be issued. A report on the current status of said land is attached herewith. (Annexure-10)
11	The User Agency will make good the forest land after laying underground natural gas pipeline.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-11).
12	No trees shall be felled in the area proposed for diversion.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-12).
13	For further maintenance of the project, the agency shall obtain permission from the concerned Deputy conservator of Forests as and when required.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-13).
14	No new forest area beyond the Right of Way of existing road should be broken for laying of Natural Gas Pipeline.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-14).
15	The Chief Conservator of Forest (T), Thane shall report the details of amount recovered from the Project Authority at prevalent rate and all other cost required as per the rules in due course of time.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-15).

16	All the amount received from the User Agency under the project shall be transferred to the account of Ad-hoc CAMPA and compliance will be reported to this office.	<p>Total Amount of Rs.1,23,948/- has been transferred to MAHARASHTRA CAMPA through e-portal. The details are as below.</p> <table border="1"> <thead> <tr> <th>Particulars</th><th>Amount transfer red to MAHARASHTRA CAMPA (Rs.)</th><th>Details of Amount Transferred</th></tr> </thead> <tbody> <tr> <td>Net Present Value</td><td>123948</td><td>A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021</td></tr> </tbody> </table> <p>(Annexure-2)</p>	Particulars	Amount transfer red to MAHARASHTRA CAMPA (Rs.)	Details of Amount Transferred	Net Present Value	123948	A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021
Particulars	Amount transfer red to MAHARASHTRA CAMPA (Rs.)	Details of Amount Transferred						
Net Present Value	123948	A/c No. 1507819935246659, Union bank of India IFCS code UBIN0903710, Lodhi Complex Branch, New Delhi by NEFT/RTGS vide Application No.19935246659, date 21/10/2021						
17	The User Agency will be authorized to lay the Natural Gas Pipeline outside the confines of the protected area after compliance of this order. Any breach of the conditions by the User Agency will be treated as violation of the provision of the Forest (Conservation) Act. 1980.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-16).						
18	Provision of all relevant Acts, Rules made there under and guidelines applicable to the project shall have to be strictly followed.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-17).						
19	All the conditions stipulated by the Forest Department shall be binding on User Agency.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-18).						
20	Any Other condition which Principal Chief Conservator of Forests (Head of Forest Force), Maharashtra State, Nagpur may impose.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-19).						
21	The Final approval shall be granted by the state Government after fulfillment of the above conditions by the User Agency. The actual diversion of forest land shall be affected thereafter by the Chief Conservator of Forests (T), Thane.	The User Agency has submitted an undertaking regarding this. The copy of the same is enclosed herewith as. (Annexure-20).						

The compliance of the observation is submitted herewith.

Encl : - 4 Sets of Compliance report.

(Madhumitha S.)
Deputy Conservator of Forests,
Dahanu Forest Division, Dahanu.

Copy :- Associated Vice President (PR), Gujarat Gas Limited, 901, 9th floor, Avdhesh House, Oppsite Shri.Guru Govind Gurudwara, S.G.Highway, Ahmedabad – 380 054.



GUJARAT GAS

GGL/Thane GA/Angam CNG/FCA/2024
Date: 08.02.2024

To
The Dy. Conservator of Forests,
Dahanu Forest Division,
Dahanu Agar Road,
Dahanu, Dist. Palghar.

Sub.: Angam Spurline & Angam CNG Connectivity: Diversion of 0.1320 Hect of Protected/Private (35 Section) Forest land for laying natural gas pipeline Talasari Taluka & Surrounding Area - Pipeline laying through Protected/Private (35 Section) Forest Lands in various village of Talasari Taluka, District Palghar of Maharashtra State.

Ref.: 1. Online registration no. FP/MH/Others/35246/2018, Dated: 10.08.2018
2. This office letter no. GGL/Angam CNG/Sub_Pending FRA/PF/2023, Dated 11.09.2023

Dear Sir,

As aware, Gujarat Gas Limited (GGL) (A GSPC Group Company- Government of Gujarat undertaking) is India's largest City Gas Distribution (CGD) Company, has been authorized by PNGRB (Petroleum and Natural Gas Regulatory Board), in the year 2015 for laying, building, operating and expending City gas Distribution Network in Thane Geographical Area consisting Palghar & Thane District (except the area already authorized) in Maharashtra state

In line of authorization received, we have planned CGD pipeline network to reach each corner of the Geographical area and accordingly proposals to all respective authorities submitted for obtaining Permissions/ NOCs in the year 2016 only. We wish to inform that long back we have obtained all the statutory permissions including Environmental Clearance, Wildlife Clearance, NHAI, Railway, PWD Road, Zila Parishad Road, Irrigation dept. etc. except the forest clearances.

The as on date status of Forest proposal submitted is furnished below:

Sl. No.	CGD pipeline Connectivity	Online proposal no. / Diversion area	In-Principal approval letter no.	Final Compliance of In-Principal approval letter no.	Remarks
1	Angam spur & CNG connectivity	FP/MH/Others/35246/2018, Area: 0.132	FLD-2021/CR-132/F-10 dtd. 23.07.2021	GGL/Angam SL & Angam CNG/FCA/Final compliance/2021 dtd. 20.11.2021	Final permission still awaited

GUJARAT GAS LIMITED (A GSPC Group Company - Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office : 2, Shanti Sadan Society, Near, Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.

Tel: +91-79-26462980, 26460095 Fax : +91-79-26466249

Registered Office : Gujarat Gas CNG Station, Sector-5/C, Gandhinagar - 382 006, Gujarat, India. Tel: +91-79-23264777, 23264999

Website : www.gujaratgas.com, www.gspcgroup.com CIN : L40200GJ20125GCO69118

5th Floor, Ambli Road, Near, Chel Gaudin Gymkhana, S.G. Highway, Ahmedabad - 380 054, Gujarat, India. Tel : +91-79-26737400 Fax : +91-79-26737456



From the above statement we understand that final permission is awaited since long from the forest department.

Please find below the major highlights and clarification of above said proposal for your kind information and consideration.

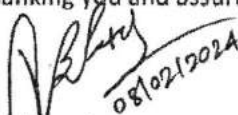
Angam Spur & CNG Connectivity (FP/MH/Others/35246/2018, Area: 0.132):

- Kindly refer the last correspondence of CCF, Thane, letter no. Room-10/FCA/Pro. no. 40/(19-20)/382/22-23, Dated 01.11.2022
- In their letter CCF has mentioned that GGL has submitted compliance of In-Principal approval on 20.11.2021. However, Collector Palghar has issued FRA Certificate for area 0.0787 ha only out of total forest diversion area 0.132 ha. Balance 0.0533 ha showing private land as per the revenue records hence Collector Palghar will not issue FRA for this area and same has confirmed by Collector Palghar vide their letter no. Vanhakk/ kavi-374/2020 dtd. 06.07.2020.
- This is to inform that the FRA of balance forest area has been obtained from Collector, Palghar and it has been submitted to your good office separately vide letter no. GGL/Angam CNG/Sub_Pending FRA/PF/2023, dated 11.09.2023.
- As mentioned above we have obtained FRA certificate for 0.0967 Ha. (0.0787 + 0.0180) out of total diversion area 0.1320 Ha. after multiple follow-up and verification of revenue records with Collector Palghar and their sub ordinate offices. Collector has refused to issue FRA certificate for area 0.0353Ha. (Survey no. 1281) which belongs to private owner. Considering the facts, we therefore request you to kindly do the needful to issue final permission for 0.1320 Ha. or 0.0967 Ha. as deemed fit.

Apart from the above we wish to inform that CGD pipeline has been proposed parallel and within the ROW of PWD Roads only, for which we have obtained separate NOCs from PWD office. As aware PWD Roads are existed since long back and must would have acquired the ROW and have obtained necessary permissions also from forest dept. Therefore, the ROW of roads are free from all encumbrances and not possible at all for existence of any Scheduled Tribe or traditional forest dwellers. Therefore, we request you to kindly look into the matter personally and do the needful to process of above proposals for final permission at the earliest possible.

We are not be able to complete any of our CGD projects in Thane GA (Palghar & Thane District) due to unavailability of forest clearances, so the laying of pipeline work has not started by GGL in the projects area. Since GGL has submitted all the compliance's of In-Principal permission, we once again request your intervention for issuing final permissions for the above forest proposal at the earliest possible.

Thanking you and assuring you of our best attention always.


Vipul Patel
Dy. Manager (PR & ROU)



GGL/Angam CNG/Sub_Pending FRA/PF/2023

To,
The Dy. Conservator of Forests,
Dahanu Forest Division,,
Dahanu Agar Road,
Dahanu, Dist. Palghar.

उप वनसंरक्षक, डहानू वनविभाग, डहानू गाँव कार्यालय,
कक्षाचे नांव FCA समीक्षा
आवक क्र. 200213
14 SEP 2023
कार्यालय अधीक्षक उप वनसंरक्षक
डहानू वनविभाग, डहानू

GUJARAT GAS

Date: 11.09.2023

Sub.: Angam Spurline & Angam CNG Connectivity : Diversion of 0.1320 Hect of Protected/Private (35 Section) Forest land for laying natural gas pipeline Talasari Taluka & Surrounding Area - Pipeline laying through Protected/Private (35 Section) Forest Lands in various village of Talasari Taluka, District Palghar of Maharashtra State.

Ref.: 1. Online registration no. FP/MH/Others/35246/2018, Dated: 10.08.2018
2. Earlier received FRA Certificate no. Rev/vanhakka/SR-330/20, Dated 18.06.2020
3. Pending FRA Certificate no. Rev/vanhakka/SR.No-109/23, Dated 06.09.2023

Dear Sir,

With reference to the above subject proposal and letter, we had already submitted certificate under FRA, 2006 No. Rev/vanhakka/WS-330/20, Dated 18.06.2020 for the forest area of 0.0787 hectare received from District Collector, Palghar (Copy Enclosed). FRA certificate was not issued by the Collector, Palghar for the rest of the forest area mentioned as private land in the revenue records.

To further state that the proposal for granting Stage-II approval through proper channel was forwarded to the CCF, Thane but it was raised EDS by them received through DFO, Dahanu that the FRA certificate was not received for the total diversion area so they informed to submit the FRA for the total diversion area.

In this regard we again requested the Collector, Palghar to issue the FRA certificate for the pending diversion area and the proposal was again forwarded to the concerned offices for issuing the FRA of the remaining forest area. We also collected the 50 years old record (Ferfar) and submitted it to the Tehsildar but the old record mentions Survey No. 1281 as private land so the Tehsildar recommended to the Collector to issue FRA of the rest of the area excluding Survey No. 1281.

As per the tehsildar report, Collector, Palghar has issued FRA certificate for pending diversion area of 0.0180 dated 06.09.2023 which we submitting herewith. **Both the FRA certificate mentioned above for Diversion area of $0.0787 + 0.0180 = 0.0967$ Hectare has been received from Collector, Palghar and for the area of survey number 1281, FRA was not issued by the Collector, Palghar.**

Therefore we request you to take necessary action as soon as possible to grant Stage-II approval for the areas for which FRA has been obtained.

GUJARAT GAS LIMITED (A GSPC Group Company - Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.

Tel.: +91-79-26462980, 26460095 **Fax :** +91-79-26466249

Registered Office : Gujarat Gas CNG Station, Sector-5/C, Gandhinagar - 382 006, Gujarat, India. Tel.: +91-79-23264777, 23264999

Website : www.gujaratgas.com, www.gspcgroup.com **CIN :** L40200GJ2012SGC069118

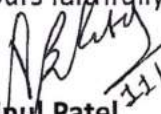
9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S.G. Highway, Ahmedabad - 380 054, Gujarat, India. Tel.: +91-79-26737400 Fax : +91-79-26737456

Since it is an Infrastructure development time bound project having nation importance and benefited the public at large, expeditious action is required for granting permissions, so that construction activity could be started at the earliest possible.

Hope you will find above submission in order.

Thanking you and assuring you of our best attention always.

Yours faithfully,


Vipul Patel
Dy. Manager (PR & ROU)



Encl: As Above

CC to : 1. Nodal officer, Nagpur for information and needful action please.

2. Chief Conservator of Forest (T), Thane - for information and needful action please.



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GUJARAT GAS

GGL/Angam SL & Angam CNG/FCA/Final Compliance/2021

Date: 20/11/2021

To,
The Dy. Conservator of Forests,
Dahanu Forest Division,
Dahanu Agar Road,
Dahanu - 401601.



Sub: Angam Spurline & Angam CNG Connectivity : Diversion of 0.1320 Hect of Protected/ Private (35 Section) Forest land for laying natural gas pipeline in Talasari Tehsil & Surrounding Area – Pipeline laying through Protected/Private (35 Section) Forest Lands in Angam & Uplat villages of Tehsil Talasari, District Palghar of Maharashtra State.

Ref.: (1) Proposal letter No. GGL/Thane GA/Palghar SL/RF & PF/Per/2018, Dated: 13.08.2018, revised on 05.03.2019
(2) Online Proposal No. FP/MH/Others/35246/2018, Dated: 10.08.2018
(3) In Principal approval letter No. FLD-2021/CR-132/F-10, Dated 23/07/2021
(4) Your Demand letter No. B/20/Land/1880/2021-22, Dated 13/10/2021

Dear Sir,

With reference to above said matter, In-principal approval has been issued vide letter refer (3) above against diversion of 0.1320 ha of Protected/Private (35 Section) Forest land. Demand Notes towards Net Present Value (NPV) has been received from your good office vide letter refer (4) above.

Please find below point-wise compliance of condition mention in In-principle approval as stated in your demand note for your ready reference and needful action for issuing formal permission.

Condition No.	Condition of In-principal approval letter	Compliance of Gujarat Gas Limited
Condition No. 1	The legal status of the land will remain unchanged.	Noted.
Condition No. 2	The forest land shall not be used for any purpose other than specified in the project.	The forest land will not be used for any purpose other than specified in the project.
Condition No. 5	The User Agency shall obtain the permission of concerned competent authority for laying of Natural Gas Pipeline within the ROW.	The permission has obtained from NHAI & PWD for laying of pipeline within the ROW. Copy of the same is attached herewith.
Condition No. 6	The User Agency will obtain the Environment Clearance from competent authority, if required.	As per EIA notification 14.09.2006, Environment Clearance dose not required.
Condition No. 7	The Natural Gas Pipeline will be laid well below as per the norms the ground level all along its length through forest and adequate safety measures to be adopted.	Natural Gas pipeline will be laid at a depth of 1.2 m from natural ground level. Upper surface of land will restore back to its original condition.

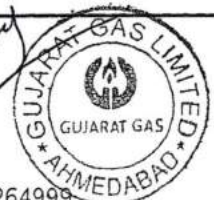
GUJARAT GAS LIMITED (A GSPC Group Company – Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office: 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.

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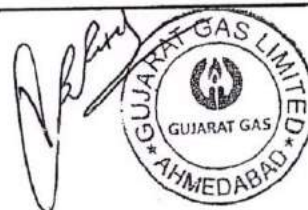
Registered Office: Gujarat Gas CNG Station, Sector 5/C, Gandhinagar - 382 006, Gujarat, India. Tel.: +91-79-23264777, 23264999

Website: www.gujaratgas.com, www.gspcgroup.com CIN: L40200GJ2012SGC069118



9th Floor, Avdresh House, Opp: Shri Govind Gurudwara, S. G. Highway, Ahmedabad - 380 054, Gujarat, India. Tel.: +91-79-26737400 Fax: +91-79-26737456

Condition No. 8	No additional or new path will be constructed inside the forest area for transportation of construction materials for the execution of the project work.	Noted and assured to adhere it.
Condition No. 9	It will be the responsibility of the User Agency to ensure that the laborers, staffs engaged in construction activity do not damages nearby forest flora and fauna.	Agreed & assure to avoid any damages of nearby forest area.
Condition No. 11	The User Agency will make good the forest land after laying underground natural gas pipeline.	Noted and assured to adhere it.
Condition No. 12	No trees shall be felled in the area proposed for diversion.	We agree and assured that no trees will be cut down in the area proposed for diversion
Condition No. 13	For further maintenance of the project, the agency shall obtain permission from the concerned Deputy Conservator of Forests as and when required.	We assure that permission for further maintenance of the project will be sought from the Deputy Forest Conservator Forest, Dahanu whenever required.
Condition No. 14	No new forest area beyond the Right of Way of existing road should be broken for laying of Natural Gas Pipeline.	Noted and assured to adhere it.
Condition No. 15	The Chief Conservator of Forest (T), Thane shall report the details of amount recovered from the Project Authority as prevalent rate and all other cost required as per the rules in due course of time.	We assure that the amount charged as per prevailing rates and details of all other expenses required as per rules will be communicated to the Chief Conservator of Forests (T), Thane from time to time.
Condition No. 16	All the amount received from the User Agency under the project shall be transferred to the account of Ad-hoc CAMPA and compliance will be reported to this office.	NPV of Rs.1,23,948/- only as per demand note received vide your letter dt. 13.10.2021 has been transferred to the account of Ad-hoc CAMPA account no. 1507819935246659 vide UTR no. N302211692600126. (Copy of payment advice is attached herewith)
Condition No. 17	The User Agency will be Authorized to lay the Natural Gas Pipeline outside the confines of the protected area after compliance of the order. Any breach of the conditions by the User Agency will be treated as violation of the provision of the Forest (Conservation) Act, 1980.	Noted and assured to adhere it.
Condition No. 18	Provision of all relevant Acts, Rules made there under and guidelines applicable to the project shall have to be strictly followed.	Yes, Noted
Condition No. 19	All the conditions stipulated by the Forest Department shall be binding on the User Agency.	Yes, Noted




Condition No. 20	Any other condition which Principal Chief Conservator of Forests (Head of Forest Force) Maharashtra State, Nagpur may impose.	Yes, Noted
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Hope the above compliance is in order.

Considering the above facts, we request you to kindly process our case for issuing formal permission at the earliest possible.

Thanking you,

Yours faithfully,


Vipul Patel
 Dy. Manager (PR & ROH)



Encl:- As above

Copy forwarded with compliments to: -

- (1) Add. Principal Chief Conservator of Forests, Land & Nodal Officer Maharashtra State, Nagpur for kind information.
- (2) Chief Conservator of Forests (T.), Thane for kind information

Annexure-1



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GUJARAT GAS

UNDERTAKING
for condition No.1 & 2

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the forest land shall not be used for any purpose other than specified in the project and legal status of the land will remain unchanged.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel

Dy. Manager (PR & ROU)



GUJARAT GAS LIMITED (A GSPC Group Company – Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.
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9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S. G. Highway, Ahmedabad - 380 054, Gujarat, India. Tel.: +91-79-26737400 Fax : +91-79-26737456

AGENCY COPY

यूनियन बैंक Union Bank of India



NEFT / RTGS CHALLAN for CAMPA Funds

Date : 21-10-2021

Agency Name.	GUJARAT GAS LIMITED
Application No.	19935246659
MoEF/SG File No.	FLD-2021/CR-132/F-10
Location.	MAHARASHTRA
Address.	901, 9th Floor, Avdesh House, Opp. Shri Guru Govind Gurudwara, S. G. Highway, Ahmedabad
Amount(in Rs)	123948/-

Amount in Words : One Lakh Twenty-Three Thousand Nine Hundred and Forty-Eight Rupees Only

NEFT/RTGS to be made as per following details;

Beneficiary Name:	MAHARASHTRA CAMPA
IFSC Code:	UBIN0903710
Pay to Account No.	1507819935246659 Valid only for this challan amount.
Bank Name & Address:	Union Bank Of India Lodhi Complex Branch, Block 11, CGO Complex, Phase I, Lodhi Road, New Delhi -110003

- This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only

BANK COPY

यूनियन बैंक Union Bank of India



NEFT / RTGS CHALLAN for CAMPA Funds

Date : 21-10-2021

Agency Name.	GUJARAT GAS LIMITED
Application No.	19935246659
MoEF/SG File No.	FLD-2021/CR-132/F-10
Location.	MAHARASHTRA
Address:	901, 9th Floor, Avdesh House, Opp. Shri Guru Govind Gurudwara, S. G. Highway, Ahmedabad
Amount(in Rs)	123948/-

Amount in Words : One Lakh Twenty-Three Thousand Nine Hundred and Forty-Eight Rupees Only

NEFT/RTGS to be made as per following details;

Beneficiary Name:	MAHARASHTRA CAMPA
IFSC Code:	UBIN0903710
Pay to Account No.	1507819935246659 Valid only for this challan amount.
Bank Name & Address:	Union Bank Of India Lodhi Complex Branch, Block 11, CGO Complex, Phase I, Lodhi Road, New Delhi -110003

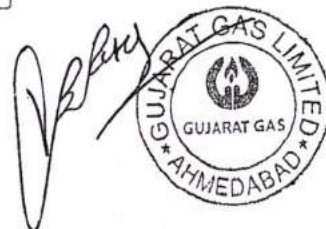
- This Challan is strictly to be used for making payment to CAMPA by NEFT/RTGS only

After making successful payment, User Agencies may send a line of confirmation through
Email: helpdeskampa@corpbank.co.in

Note: After making the required payment through challan, if the payment status has not been updated even after 7 working days, then kindly mail a copy of your challan with transaction date to
Email: cb0371@unionbankofindia.com

Print

Back



Online payment history made by User Agency under CAMPA

Help



Sno.	Proposal Detail	Application_No	Application No (New)	Date of IN-PRINCIPLE	Amount to be Paid / Amount Paid (in Rs.)	Payment Status	Payment Detail	Demand Letter
1	FP/MH/Others/35246/2018 (../viewreport.aspx?pid=FP/MH/Others/35246/2018) Gas Distribution network in Talasari Taluka of Palghar District - Angam Spurline & Angam CNG Connectivity	OTHERS352462018659	19935246659	23 Jul 2021	CA: 0/-, Addl CA: 0/- PCA: 0/-, CAT: 0/- Safety: 0/-, Addl PA: 0/- Zone: : NPV: 123948/- Other Charges0/- Charges10/- Charges20/- Charges30/- Total: 123948/-	Paid	Fund Demand Verified by : 21 Oct 2021 Nodal Officer On : Bank Name : Union Bank Of India Mode of Payment : NEFT/RTGS (Challan) Challan Generated : 21 Oct 2021 On : Transaction Date : 29 Oct 2021	Demand Letter (../writereaddata/Fundpdf/141020211047239960_FPMHOthers352462018659) Generated Challan (../UserAccount/Neft_Challan.aspx?pid=OTHERS352462018659)
2	FP/GJ/Others/36056/2018 (../viewreport.aspx?pid=FP/GJ/Others/36056/2018) Gas Distribution Network in Umargam Taluka & Surrounding Area (Angam & Gholved Spurline)	OTHERS360562018699	19936056699	25 Jun 2019	CA: 0/-, Addl CA: 0/- PCA: 0/-, CAT: 0/- Safety: 0/-, Addl PA: 0/- Zone: : NPV: 131692/- Other Charges0/- Charges10/- Charges20/- Charges30/- Total: 131692/-	Paid	Fund Demand Verified by : 09 Jul 2019 Nodal Officer On : Bank Name : Corporation Bank Mode of Payment : NEFT/RTGS (Challan) Challan Generated : 10 Jul 2019 On : Transaction Date : 17 Jul 2019	Demand Letter (../writereaddata/Fundpdf/71191247121433MPU) Generated Challan (../UserAccount/Neft_ChallanCorp.aspx?pid=OTHERS360562018699)



SWACHH BHARAT (HTTPS://SWACHHBHARAT.MYGOV.IN/)



Power To Empower (WWW.DIGITALINDIA.GOV.IN)



Open Government Data (OGD) Platform India

(HTTPS://DATA.GOV.IN/)



(HTTPS://INDIA.GOV.IN/)



my Gov (HTTPS://WWW.MYGOV.IN/)

(HTTP://MEITY.GOV.IN/)



(HTTP://WWW.PMINDIA.GOV.IN/EN/)



(HTTP://WWW.NIC.IN/)

MeitY

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For any Technical support, Please Contact ECCCID, NIC, New Delhi, monitoring-fc(at)nic(dot)in



GUJARAT GAS LIMITED

PAYMENT ADVICE



GUJARAT GAS

Vendor Code: 501843
Vendor Name: Maharashtra CAMPA
Address: Office of Principal Chief Conservator of Forests, First Floor, B wing,
Nagpur
NAGPUR440001

Payment Reference Number: 2000032435
Payment Posting Date: 29.10.2021
Amount (Net off Deductions): 123,948.00
(One Lakh Twenty Three Thousand Nine Hundred Forty Eight Only)
Bank Name & Account: HDFC Bank Ltd - Surat / 00670310000033
UTR Number: N30221692600126

Dear Sir/ Madam (s),

have initiated payment through RTGS / NEFT / IFT in your favour. Details are as below:

Invoice Reference					Deduction Details					Net Amount
Invoice No.	Reference No.	Amount net off TDS	TDS	GST-TDS	Retention	Bank Guarantee	Labour cess	LD	Others	
7880/2021-22/DAH	1900023275	123,948.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123,948.00
										123,948.00



"This is system generated receipt, hence does not require signature"

GUJARAT GAS LIMITED
4th Floor, GSFC House, Opp. Drive-in Cinema,
B/h Reliance Mart, SKUM School Road, Bodakdev,
Ahmedabad - 380054.
Website: www.gujaratgas.com



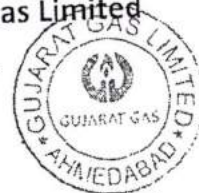
GUJARAT GAS

UNDERTAKING
for condition No.4

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited, Ahmedabad is hereby undertakes that the revision of rates of cost of NPV is under consideration of the expert committee appointed by the Hon. Supreme Court. Therefore the GGL to pay the difference if any in case of upward revision of the cost of NPV.

Place : Ahmedabad
Date : 30/05/2022

For Gujarat Gas Limited



Vipul Patel
Dy. Manager (PR & ROU)

GUJARAT GAS LIMITED

(A public limited company incorporated in India under the Companies Act, 1956)

Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006 Gujarat, India

Tel: +91-79-26462980, 26460095 Fax: +91-79-26466249

Registered Office : Gujarat Gas CNG Station, Sector - 5/C, Gandhinagar - 382 006, Gujarat, India

Website : www.gujaratgas.com www.gspcgroup.com CIN : L40200GJ2012SGC069118

9th Floor, Anand House, Opp. Shri Gurdwara 5 C Highway, Ahmedabad - 380 054, Gujarat, India Tel: +91-79-40777100 Fax: +91-79-40777100



GUJARAT GAS

UNDERTAKING
for condition No.5

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that Gujarat Gas Limited has been obtained permission from NHA1 & PWD for laying of pipeline within road ROW. Copy of the permission is attached herewith.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)



GUJARAT GAS LIMITED (A GSPC Group Company – Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.

Tel.: +91-79-26462980, 26460095 **Fax :** +91-79-26466249

Registered Office : Gujarat Gas CNG Station, Sector 5/C, Gandhinagar - 382 006, Gujarat, India. **Tel.:** +91-79-23264777, 23264999

Website : www.gujaratgas.com, www.gspcgroup.com **CIN :** L40200GJ2012SGC069118

9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S. G. Highway, Ahmedabad - 380 054, Gujarat, India. **Tel.:** +91-79-26737400 **Fax :** +91-79-26737456



BHARATMALA
ROAD TO PROSPERITY

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

परियोजना कार्यान्वयन इकाई - सुरत (एक्सप्रेसवे)

३०९ - ३०४, वीआईपी हाई स्ट्रीट, रंगटा आर्केड के सामने, वीआईपी रोड, वेसु, सुरत - ३९५००७

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport & Highways)

Project Implementation Unit-Surat (Expressway)

301-304, VIP High Street, Opp. Roongta Arcade, VIP Road, Vesu, Surat-395007

दूरभाष/Phone : (0261) 2218168/69 • ईमेल/E-mail: piusurat@nhai.org • piusurat1@gmail.com



NHAI/PIU-Surat (Expressway)/SDM-07/RG-139/2020/1554

Date: 05.03.2021

To,
Shri Anish Parikh,
Dy Manager
M/s. Gujarat Gas Limited,
Shanti Sadan Society,
Near Parimal Garden, Ellisbridge,
Ahmedabad-380006



Sub: Six laning of Surat-Dahisar Section of NH-8 from km 263.000 to Km 502.000 (Length Km 239.000) in the State of Gujarat and Maharashtra executed as BOT (Toll) on DBFO pattern NHDP Phase-V.

S.H.: Request for granting permission for laying 6" dia steel pipeline to set up a Gas Distribution Network in Talasari Taluka & Surrounding Area in Palghar District - Pipeline laying parallel NH-8 (New NH-48) (Ahmedabad-Mumbai) along the pipeline route in Palghar District (From Ch 386.155 to Ch 387.055 Total length km. 00.900 LHS of NH-48)

Ref: CGM, RO, NHAI, Gandhinagar office letter no.NHAI/18013/01/2010-RO-GNR/UC/vol.01 /e-Office-42551/D-342 dated 26.02.2021

Sir,

With reference to above, kindly find enclosed herewith final approved letter copy of Regional Officer, NHAI Gandhinagar office no. NHAI/18013/01/2010-RO-GNR/UC/vol.01/e-Office-42551/D-342 dated 26.02.2021 enclosing a signed copy of license deed as cited above (copy enclosed) (Original already sent directly to you from RO office).

You are requested to take further necessary action as per the enclosed final approved along licence deed (signed agreement copy enclosed)

Thanking you,

Yours Sincerely,

[Tarun Gupta]

Dy.Manager (T),

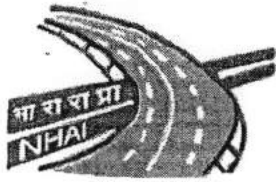
NHAI, PIU-Surat (Expressway)

Encl.: As above

Copy to:

- 1.Team Leader, M/s. Consulting Engineers Group Ltd.,Jalaram Krupa, H.No: 2146/0,Near Jalaram Temple,Behind Vapi Court,ShantiNagar,Vapi - 396191- for information and suitable necessary action.(enclosed Xerox copy of Agreement and 01 Approval file)
- 2.Shri N.J. Zala, Chief General Manager, IRB, Surat Dahisar Tollway Private Limited, 495/1, Survey No. 18/1, Bangali Falia, NH-8, Near Mohangam Railway Crossing, Valwada, Near Vapi, Tal. Umbergaon, Dist. Valsad, Gujarat-396105 - for information and suitable necessary action.(enclosed Xerox copy of Agreement and 01 Approval file)

seen
by V. S. P.
On
12/03/21



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
देशीय कार्यालय - गुजरात

National Highways Authority of India

(Ministry of Road Transport & Highways, Govt. of India)
Regional Office - Gujarat

235-239, सुपरी मंजील, सुपरमॉल-1, एच.डी.एफ.सी. फाइनेंस के उपर, इन्फोसिटी, गांधीनगर - 382007 (गुजरात)
235-239, 2nd Floor, Supermall-1, Above HDFC Finance, Infocity, Gandhinagar - 382007 (Gujarat)

दूरभाष / Phone : 079-40306838, 40306839

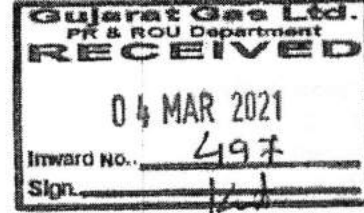
फैक्स / Fax : 079-40190631

ई-मेल / e-mail : rogujarat@nhai.org

NHAI/18013/01/2010-RO-GNR/US/Vol.01/eoffice-42551/D-342

26th Feb. 2021

To,
✓ The Dy. Manager (PR-ROU)
M/s. Gujarat Gas Limited
9th Floor, Awadhesh House,
Opp. Shri Govind Gurudwara, S. G. House,
AHMEDABAD-380 054.



SUB: Proposal seeking ROW permission for laying 6" dia Steel Pipeline parallel to NH-8 from Km 386+155 to Km 387+055 (Length 900 Mtr) on LHS. to set up a Gas Distribution Network in Talasari Taluka and surrounding area in Paighar District.

- Reg. Signing of License Agreement.

REF: 1. Your office letter dated 30.12.2020.
2. This office letter no. D-1977 dated 22.12.2020.

Sir,

Please refer to this office letter u/ref.(2) vide which a Provisional NOC was granted for the above subjected work.

2. Please find attached herewith one set of License Agreement dated 5th February 2021 in original duly stamped and signed by the Highway Administration(HA)/Regional Officer, National Highways Authority of India, Gandhinagar (Gujarat) for the abovementioned work, as requested vide your office letter u/ref.(1).

3. You are hereby requested to carry out the laying work strictly adhering to the conditions mentioned in the Provisional NOC as well as in accordance with the conditions mentioned in the enclosed signed license agreement, failing which action as per the MoRT&H guidelines shall be initiated/taken.

4. Any misrepresentations, omission or suppression of facts or disclosure of incomplete facts detected at any stage shall lead to withdrawal of this approval with cost to the User Agency, which may please be noted.

Thanking you,

Yours faithfully,

(Ajay Kumar Swami)
26/02/21

Dy. Gen. Manager(Tech.)
For, Chief General Manager(T) &
Regional Officer, Gandhinagar

Encl: Signed License Deed.

Copy to: PD, PIU-Surat: For information with copy of signed License Agreement.

M/s. Secon
Form a.p.l.
(Signature)
04/03/2021

177

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ83732785911144S

Certificate Issued Date : 22-Dec-2020 03:45 PM

Account Reference : IMPACC (SV)/ gj13209704/ BARODA/ GJ-BA

Unique Doc. Reference : SUBIN-GJGJ1320970404592770636654S

Purchased by : PRABHAKAR SOLANKI

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : AGREEMENT / UNDERTAKING

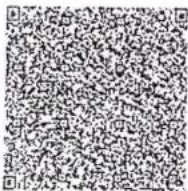
Consideration Price (Rs.) : 0
(Zero)

First Party : GUJARAT GAS LIMITED

Second Party : Not Applicable

Stamp Duty Paid By : GUJARAT GAS LIMITED

Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



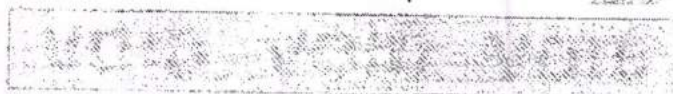
D

DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat

ch



LEB 0006209757



Agreement

Agreement Regarding Granting of Right of Way Permissions For Laying Utility Services on National Highways

Agreement to lay 6" dia Steel Natural Gas Pipeline from Ch.386.155 km to 387.055 km of National Highway-48 (Old NH - 8) land.

This agreement made this 5th day of February (month) 2021 (Year) between Highway Administration, NHAI, Gandhinagar, Gujarat acting in his executive capacity through The Chief General Manager (T) & Regional Officer, Gandhinagar (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 M/s Gujarat Gas Limited, a company registered under the Companies Act, 1956 and having its Registered Office at Gujarat Gas CNG Station, Sector 5/C, Gandhinagar - 382006 and regional office at 9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S.G. Highway, Ahmedabad - 380054 Gujarat (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/ administrator assignees on the second part.

Whereas the authority is responsible, inter-alia, for development and maintenance of lands at Km 386.155 to Km 387.055 of NH No.48 (Old NH No.8) ROW.


Whereas the Licensee proposes to lay gas pipe line. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km 386.155 to Km 387.055 of road/route up to Parallel and from Km 386.155 to Km 387.055 of road/route up to _____.

And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per 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 utility services as per the approved drawing attached hereto subject to the following conditions, namely.

- (1) RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provision/scope of activities defined in the license agreement & for the purpose for which it is granted.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat



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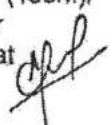
- (2) No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- (3) The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facilities.
- (4) The Licensee shall pay license fees as per MORTH circular dated 22.11.2016 to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- (5) Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- (6) Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- (7) The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc, the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- (8) 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 utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat



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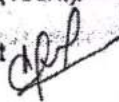
- (9) In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- (10) It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.
- (11) The utility services shall be permitted to parallel the National Highway either through structure or conduits specially built for that purpose. The casing/ conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- (12) Existing drainage structures shall not be allowed to carry the lines across.
- (13) The top of the casing/conduit pipe containing the utility services to parallel the road shall be at least 1.2m 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 Attachment - I.
- (14) The utility services shall parallel the National Highway preferable on a line normal to it or as nearly so as practicable.
- (15) The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- (16) In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
- a) Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b) The back fill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat 



Contd...4...

- c) The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- (17) The Licensee shall ensure making good the excavated trench for laying utility services 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 50m away from the edge of the right of way.
- (18) All required restoration work subsequent to laying of the cable 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.
- (19) Prior to commencement of any work on the ground, a performance Bank Guarantee as per MORTH circular dated. 22.11.2016 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. 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.
- (20) 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.
- (21) The Licensee shall shift the utility services 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 utility services, 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.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat 



Contd...5...


- (22) The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of the utilities/ underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
- (23) The Licensee shall be solely responsible/ liable for full compensation/ indemnification of concerned agency/aggrrieved 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 make good such damages/recover the claims by forfeiture of Bank Guarantee.
- (24) If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee
- (25) 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 parallel highway, and other roads and try to carry out the work by trench less 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 utility services, the Licensee has to execute the restoration work in a time bound manner 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.
- (26) The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day 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.
- (27) Each day, the extent of digging the trenches should be strictly regulated so that utility services is 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.
- (28) 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 cables/ducts.

14.2.21
DIGVIJAY MISHRA
 Chief General Manager (Tech.)/
 Regional Officer
 NHAI, RO-Gujarat *apf*



Contd...6...

- (29) The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- (30) The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- (31) That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
- (32) 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.
- (33) During the subsistence of this Agreement, the utility services 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.
- (34) The Licensee shall bear the Stamp Duty charged on this Agreement.
- (35) Three copies of 'as laid drawings' of utilities (hard and soft copies) with Geo-tagged photographs and Geo-tagged video recordings of laying of cables 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.
- (36) The Licensee shall allow free access to the Site at all times to the authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- (37) The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services 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. Notwithstanding anything contained herein, this Agreement may be canceled at any time by 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.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat




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- (38) The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of;
- a. Operation, repair and maintenance guidelines given by the manufactures,
 - b. the requirements of Law,
 - c. the physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
- (39) The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- (40) While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- (41) After the termination/expiry of the agreement, the Licensee shall remove the utility services 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 utility services. However before taking up the work of removal of utility services 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 50m away from the edge of the RoW.
- (42) Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
- (43) For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services 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.

Additional Condition set out by NHAI, PIU-Surat (Expressway) office:


- (1) That the licensee/licensees shall within three months from the date here of but without interfering with the road traffic complete the carrying out Trenching work by HDD method in different patches on National Highway the satisfaction of the Divisional Engineer / CGM (T) & RO, MORTH in charge of the National Highways (hereinafter referred to as the Divisional / Executive Engineer / CGM (T) & RO, MORTH as applicable) in accordance with the drawings and specification approved by the Divisional / Executive Engineer / CGM (T) & RO, MORTH.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat



Contd...8...

- (2) That the Licensee / licensees shall be responsible for restoring the road and at his/their own cost to its original conditions after and carrying out Trenching work by HDD method in different patches on National Highway or after any damage caused due to inadequate maintenance / operation of the crossing carrying out Trenching work by HDD method in different patches on National Highways.
- (3) That in case of any burst or leak of carrying out Trenching work by HDD method in different patches on National Highway the Licensee / licensees shall bear the entire cost of restoration of damage caused to the road.
- (4) That the licensee/ licensees shall not without the prior permission in writing of the Divisional / Executive Engineer/ CGM (T) & RO, MORTH undertake any work of shifting, repairs or alterations to the said different patches.
- (5) That the Licensee/licensees shall be at all times permit any duly authorized officer or servant of the Government / NHAI to inspect the said carrying out Trenching work by HDD method in different patches on National Highways.
- (6) 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 carrying out Trenching work by HDD method in different patches on National Highway.
- (7) That the licensee/ licensees within two months of a notice duly given to him to this behalf by the NHAI / Government shall at his/their own cost remove the carrying out Trenching work by HDD method in different patches on National Highways 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.
- (8) 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 CGM (T) & RO, MORTH/ Government. The work shall be executed by CGM (T) & RO 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.
- (9) That the Licensee/licenses shall not sell, transfer or otherwise dispose of the premises without obtaining the previous consent of the Government/NHAI in writing.
- (10) 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 said period.


DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat



Contd...9...

- (11) That the permission granted by this license shall not in any way to be deemed to convey to the licensee/licensees any right to or over or any interest in Government land other than what is herein expressly granted.
- (12) That during the subsistence of this license. The carrying out Trenching work by HDD method in different patches on National Highways located on the road shall be deemed to have been constructed and continued only by lapse of time.
- (13) That the licensee/ licensees shall bear the stamp duty charges on this agreement.
- (14) Govt of India/ NHAI will not be responsible for any damage of any kin by what so ever means natural or otherwise to the underground electrical cable.
- (15) The carrying out Trenching work by HDD method in different patches on National Highways shall not be brought into use by the licensee/ licenses unless a completion certificate to the effect that the carrying out Trenching work by HDD method in different patches on National Highway have been laid in accordance with the approved specifications and drawings has been obtained from the CGM (T) & RO, MORTH.
- (16) The Licensee agree to abide by the directions of the concerned officer of NHAI appointed in accordance with the National Highway Acts 1956 and rules in force and no appeal/ correspondence shall be entertained in this regards.
- (17) The permission to carrying out Trenching work by HDD method in different patches on National Highway is subject to availability of Utility Corridor inside the ROW of NHAI. i.e. If sufficient width is not available inside ROW due to any reason, the applicant/ agency shall have to lay his/ their pipeline outside the ROW of NHAI.
- (18) The licensee shall be abide the conditions mentioned in Annexure C.
- (19) This permission is subject to a condition that no claim by applicant would be entertained on any issue/matter related ownership & transfer of land and in case of any dispute in this, if arise, the permission to be treated withdrawn.
- (20) Permission for carrying out Trenching work by HDD method in different patches on National Highways in protected/reserved forest in NHAI ROW or else, may be obtained separately from concern department.
- (21) NHAI has acquired land for NH-48 (Old NH-8) Project & if title or land is not transferred in the name of NHAI/MORTH, this permission be not treated valid for those stretches.

14/2
DIGVIJAY MISHRA
Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat



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(22) Additional Condition set out /approved by. CGM (T) & RO, MORTH. is enclosed at Annexure-I (Copy enclosed) letter no. NHAI/18013/2010-RO-GNR/OFC/eOffice -16416/D-1121, dated. 17.07.2020.

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 perspective authorized representatives the day and the year first above written.

Signed sealed and delivered for and on behalf of authority.

DIGVIJAY MISHRA

Chief General Manager (Tech.)/
Regional Officer

By Shri _____
NHAI, RO-Gujarat
Highway Administration cum
Regional Officer, NHAI,
Gandhinagar, Gujarat

(Name & address with stamp)

In the Presence of (Witnesses):

- 1.
- 2.

[Signature]

By Shri Anish Parikh
Dy. Manager (ROU)
M/s. Gujarat Gas Limited
Ahmedabad



(Name & address with stamp)

In the Presence of (Witnesses):

1. *[Signature]* (Ilyas Thakor)
2. *[Signature]* (Jyesh Vani)

Holder of General Power of Attorney Dated 26.02.2020 Executed in Accordance with the Resolution No. 6 Dated 26.02.2020 Passed by the Board of Directors in the Meeting Held on 5th February 2020

DIGVIJAY MISHRA

Chief General Manager (Tech.)/
Regional Officer
NHAI, RO-Gujarat



GOVERNMENT OF MAHARASHTRA
OFFICE OF THE EXECUTIVE ENGINEER
P.W Division, Palghar
Public Works Department

Permission for laying utility

To,

Gujarat Gas Limited,
9TH FLOOR, AVDHESH HOUSE, OPP. SHRI GOVIND GURUDWARA, S. G. HIGHWAY, AHMEDABAD,
AHMEDABAD, 380054

Subject :-

Permission for laying GAS Pipeline on UPLAT TO SANJAN ROAD

Reference :-

Your Online Application No 4306, Dated 2020-07-29 17:04:49

With reference to your application for obtaining permission for laying GAS Pipeline, this office has received online amount for Rs 46,800 (Transaction No.:109999921478 dated 28-10-2020 02:00:01) as security deposit against restoration charges for UPLAT TO SANJAN ROAD.

Based on the above, you are hereby granted permission with following terms and conditions, attached herewith.

Click here for printing Terms and Conditions document separately.



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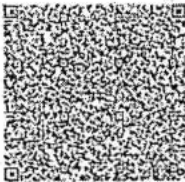
Executive Engineer
P.W. Division Palghar
Executive Engineer



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ62476167005219S
Certificate Issued Date : 03-Nov-2020 12:13 PM
Account Reference : IMPACC (SV)/ gj13209704/ BARODA/ GJ-BA
Unique Doc. Reference : SUBIN-GJGJ1320970462549715734814S
Purchased by : PRABHAKAR SOLANKI
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT/UNDERTAKING
Consideration Price (Rs.) : 0
(Zero)
First Party : GUJARAT GAS LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : GUJARAT GAS LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



LB 0006084858

170

(For Stamp Certificate No: IN-GJ62476167005219S Dated- 03 November, 2020)

AGREEMENT REGARDING RIGHT OF WAY FOR LAYING NATURAL GAS PIPELINE

Agreement to lay natural Gas pipeline across to Asphalted Road (Dongri – Amgaon – Uplat – Kochai – Borman Road) at road Ch. 6/000 Km. along the pipeline route in Talasari Taluka of Palghar District.

This agreement made this 15th day of Dec. Two Thousand Twenty between the Executive Engineer, Public Works Division, Palghar acting in this executive capacity behalf of Government of Maharashtra (hereinafter referred to as Owner) which expression shall unless exclude by or repugnant to the context, include his successor in office and the agency appointed by him on the First part and Gujarat Gas Limited., Gandhinagar, a company registered under the Companies Act, 1956 and having its registered office at Gujarat Gas CNG Station, Sector-5/C, Gandhinagar- 382 006 & regional office at 9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S.G. Highway, Ahmedabad, Gujarat-380054 (hereinafter called the "Licensee") which expression shall unless excluded by or repugnant to the context, include his successors, administrators, assignee's on the other part.

And whereas the Government of Maharashtra (PWD) is responsible, inter-alia for development and maintenance of the above stated roads and its the owner of the land for these Road. Whereas the Licensee has applied to the Govt. of Maharashtra for permission to lay natural Gas pipeline across to Asphalted Road (Dongri – Amgaon – Uplat – Kochai – Borman Road) at road Ch. 6/000 Km (Online application no. EP4306, dated 29.07.2020).

WHEREAS the Licensee has applied to the Executive Engineer (P.W.) Division, Palghar for permission to lay natural Gas pipeline along the stretch stated above.

AND WHEREAS the Executive Engineer (P.W.) Division, Palghar has agreed to grant such permission on the terms and conditions hereinafter mentioned.

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Government of Maharashtra hereby grants the licensee permission to lay natural Gas pipeline as per the approved drawing attached hereto subject to the following conditions, namely.


1. Where as the Executive Engineer (P.W.) Division, Palghar has agreed to grant permission vide letter No. PWD/Palghar/Gas Line/2706, Dated: 02.09.2020.
2. The pipeline shall be laid at the edge of the Right of way or at minimum distance of 20.00 m from the center of the road where the road land is wider. In case of restricted width of ROW, which may be adequate only to accommodate the carriage ways, central verge, shoulders,

[Signature]
Executive Engineer
P.W. Division Palghar



slopes of embankment and drains, the pipeline shall be laid beyond the toe line of the embankments and clear of the drain. In cases where no land strip can be conveniently earmarked for laying of pipeline, the permission may be refused. In exceptional circumstances only the temporary permission is lay pipeline within 20.0 meter from center of the road may be granted as may be approved by Chief Engineer, PWD Thane. The Licensee shall make alternative arrangement at his own cost within the stipulated time limit as specified by Chief Engineer PWD.

3. The Licensee shall take care of other utilities / services observed during the execution of the work. Licensee shall responsible for damage of other utilities / services if any.
4. The top of the casing/conduit pipe containing the Gas pipeline shall be at least 2.0 meter below the surface of the road subject to being at least 0.3 meter below the drain inverts.
5. The Licensee shall ensure making good the excavated trench for laying of Gas pipeline by ground filling and compaction. So as to restore the land in 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.
6. The licensee shall furnish a Bank Guarantee for Rs.11,700/- (Rupees Eleven Thousand Seven Hundred Only) per meter to the owner for a period of one year for ensuring making good the excavated trench for laying of Gas pipeline by proper filling and compaction, clearing debris / loose earth produced due to execution of trenching as specified above. No payment shall be payable to the licensee for clearing debris/loose earth by the Maharashtra state Government. In case the work contemplated herein is not completed to the satisfaction of the owner, within a period of one year. In case of the licensee failing to discharge the obligation of making good of the excavated trench, the owner 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 Bank Guarantee. However, in case of S.H. Road land, instead of furnishing the said Bank Guarantee, the payment to the owner or its designated agency before permission is granted.
7. M/s Gujarat Gas Limited has deposited a Kotak Mahindra Bank's Bank Guarantee No. 0810IGP200026235 dated 31.10.2020 of Rs.11,700/-.
8. The licensee shall make his own arrangement for crossing of drainage structure, Rivers... etc. In case, this is not feasible, the Gas pipeline may be carried on the outside of the railing/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be got approved in advance from the concerned owner, which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the owner shall be payable by the Licensee.
9. The Licensee shall shift the pipeline within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the concerned owner to shift/relocate the pipeline, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge etc. & restore the road/land to its original condition at his own cost & risk.


Executive Engineer
P.W. Division Palghar

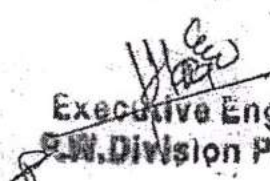


10. The licensee shall be responsible to ascertain from the respective agency in co-ordination with owner the location of the other cable, underground installation/utilities/facilities etc. The Licensee shall ensure the safety and security of already existing pipeline/cable/underground installation/utilities/ facilities etc. before commencement of the execution.
11. The licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owners for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with GOM shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.
12. If the Licensee fails to comply with the condition (7) and (8) above to the satisfaction of the owner, the same shall be got executed by the GOM at the cost and risk of the Licensee.
13. The Licensee shall procure insurance cover from reputed insurance company against damages to already existing pipeline, cable, underground installation/utilities/facilities etc. during trenching.
14. As far as possible, Licensee should avoid cutting of the roads and try to carry out the work by drilling a hole beneath the road pavement. In case any damage is caused to the road pavement in the process, the Licensee shall be required to restore the road to the original condition at his cost. If due to unavoidable reasons, the road needs to be cut for crossing or laying a pipeline. The Licensee shall deposit the restoration cost/reinstatement charges as assessed by the owner in co-ordination with the concerned agency.
15. The Licensee shall inform/give a notice to GOM at least 15 days in advance with route details prior to digging trenches, for fresh maintenance repair works. A separate performance bank guarantee for maintenance/repair work shall have to be furnished by the Licensee.
16. Each day, the extent of digging the trenches should be strictly regulated so that pipeline are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the owner.
17. The Licensee shall indemnify Chief Engineer/Executive Engineer of state PWD for all damages and claims, if any due to the digging of trenches for laying of the Gas pipeline.
18. This permission shall be co-terminus with the validity of license granted by the Department of Telecommunication. The owner also has a right to terminate the permission and to extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to pipeline he shall have to furnish a separate Bank Guarantee.
19. The Licensee shall not, without prior permission in writing of the concerned agency in co-ordination with GOM, undertake any work of shifting, repairs or alteration to the said pipeline.
20. The excess capacity can be commercialized by the Licensee with suitable supplementary, agreements with the GOM as may be approved by GOM. However the creation of excess capacity by the Licensee is not a precondition for right of way permission granted herein.

[Signature]
Executive Engineer
P.W. Division Palghar



21. 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/express way/land/property other than what is herein expressly granted.
22. During the subsistence of this agreement, the pipeline located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the GOM so that the right of the Licensee to the use thereof shall not become obsolete and indefensible to by lapse of time.
23. The Licensee shall bear the stamp duty charged on this agreement.
24. The pipeline shall not be brought into the use by the licensee unless a completion certificate to the effect that the pipeline has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to satisfaction of the owner, has been obtained.
25. Notwithstanding anything contained herein, the license may be canceled at any time by the owner for breach of any condition of the license. Provided however the GOM shall intimate the breach within a period of 60 days. In the event the Licensee fails to rectify the breach the owner shall have a right to cancel the license and the Licensee shall not be entitled to any compensation for any loss, caused to it by such cancellation nor shall it be absolved from any liability already incurred.
26. The Licensee shall have to provide a barricading danger lighting and other necessary caution boards while executing the work.
27. If any traffic diversion work are found necessary during the work period such diversion shall be provided at the cost of Licensee.
28. After the termination or expiry of the agreement, the Licensee shall remove the pipeline within 90 days and the site shall be brought back to the original condition falling which the Licensee will lose the right to remove the pipeline. However, before taking up to the work of removal of pipeline, the Licensee shall furnish a Bank Guarantee to the owner for a period of one year for an amount assessed by owner for making good the excavated trench for laying pipeline by proper filling and compaction, clearing debris/loose earth produced due to excavation of trenching the concerned at the approved dumping grounds by the concerned local Government.
29. The enforce ability of the right of way permission granted herein shall be restricted to the extent or provisions/scope of service contained/defined in the license agreement of the Licensee with Department of Telecommunications and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this Right of Way facility is not to enhance the scope of license of the Licensee with the Department of Telecommunications.


Executive Engineer
P.N. Divison Palghar

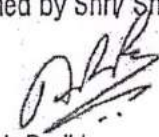


30. Any dispute in interpretation of the terms and conditions of the Agreement or their implementation shall be referred to the High level committee comprising the designated representative of the Owner, Licensee with the Department of Telecommunications.
31. Out of the total paid up capital of the Licensee, there shall be 5% cashless equity shares of State Government will be subscribed in ratio of share capital, as and when, the Licensee is subscribed.
32. Before commencing the work the exact location shall be first finalized with Executive Engineer, (P.W.) Division, Palghar.
33. The Licensee has paid Rs.46,800/- (Rupees Forty Six Thousand Eight Hundred Only) towards Road restoration charges deposited through RTGS/transfer vide transaction No.109999921478, dated 28.10.2020.
34. At the time of widening of road, the pipeline shall be shifted beyond the boundary by the Licensee at his own cost as per the instruction of Public Works Department. For this purpose the Public Works Department shall give 60 days notice for shifting of pipeline. If Licensee unable to shift pipeline, it shall be removed & shifted beyond the boundary and Licensee shall take fresh permission before laying of new pipeline beyond extruded road boundary.
35. The Licensee company shall give 2MB bandwidth to use independently and face of cost to the State Government Officers, as well to the Officers to Municipal Corporation, Municipal Councils and Zilla Parishad, during the license period.

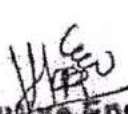
This Agreement has in duplicate, each on a Stamp paper, each party to this Agreement has paid one pertained one Stamped copy each.

IN WITNESS WHERE of this Agreement is executed in duplicate by the parties here to on the date first above mentioned below their respective signatures.

Signed by Shri/ Smt. of or & on the behalf of the (Name in full)

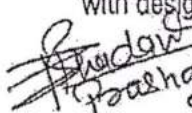

Anish Parikh
Dy. Manager (ROU)
Gujarat Gas Limited, Ahmedabad



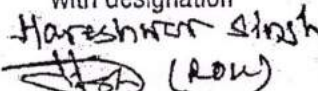

Executive Engineer
P.W. Division Palghar
Executive Engineer,
Public Works Division,
Palghar

In the presence of

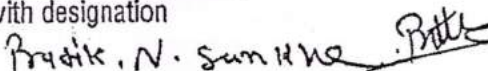
1) Name in full (signature)
with designation


Prashant Bhadani
Deputy Manager

1) Name in full (signature)
with designation


Hareshwar Singh
(ROU)

1) Name in full (signature)
with designation


Pratik N. Sumkar

2) Name in full (signature)
with designation

Statement showing the pipeline laying across to Asphalted Road (Dongri – Amgaon – Uplat – Kochai – Borman Road) at Road Ch. 6/000 Km In Talasari Taluka of Palghar District (Angam CNG Connectivity)

Sl. No.	Details of Crossing	GGL P/L Length In Km	Location
1	Pipeline laying across to Asphalted Road (Dongri – Amgaon – Uplat – Kochai – Borman Road)	0/011.47	Near Angam Check Post & Regal Hotel





GUJARAT GAS

UNDERTAKING
for condition No.6

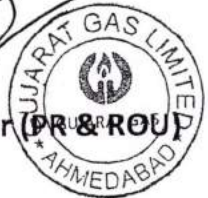
I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that as per EIA notification 14.09.2006, Environment Clearance dose not required.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel

Dy. Manager (PR & ROU)



GUJARAT GAS LIMITED (A GSPC Group Company – Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad - 380 006, Gujarat, India.

Tel.: +91-79-26462980, 26460095 Fax : +91-79-26466249

Registered Office : Gujarat Gas CNG Station, Sector 5/C, Gandhinagar - 382 006, Gujarat, India. Tel.: +91-79-23264777, 23264999

Website : www.gujaratgas.com, www.gspcgroup.com CIN : L40200GJ2012SGC069118

9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S. G. Highway, Ahmedabad - 380 054, Gujarat, India. Tel.: +91-79-26737400 Fax : +91-79-26737456



GUJARAT GAS

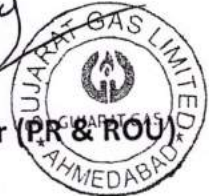
UNDERTAKING
for condition No.7

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that natural Gas pipeline will be laid at a depth of 1.2 m from natural ground level. Upper surface of land will restore back to its original condition.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)



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GUJARAT GAS

UNDERTAKING
for condition No.8

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that no additional or new path will be constructed inside the forest area for transportation of construction materials for the execution of the project works.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)





GUJARAT GAS

UNDERTAKING
for condition No.9

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the laborers, staffs engaged in construction activity do not damages nearby forest flora and fauna.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)



FORM - I

(For Liner Projects)

Government of Maharashtra

Office of Distict Collector Palghar

No/Rev/Vanhakka/SR-830/20

Date 18/06/2020

TO WHOMSOEVER IT MAY CONCERN

In compliance of the Ministry of Environment & Forest (MoEF), Government of India's letter No 11-9/98-FC dated 3rd August 2009 where in the MoEF issued guidelines on submission of evidence for having initiated and completed the process of settlement of right under the Schedule Tribes and Other Forest Dwellers (Recognition of Forest Right) Act, 2006 (FRA for short) on the forest land proposed to be diverted for non forest purpose read with MoEF's letter dated 5th Feb 2013 wherein MoEF issued certain relaxation in respect of linear project, it is certified that 0.0787 hectares of forest land proposed to be diverted in favour of **Gujrat Gas Limited** for propose of **Pipeline Laying Through Protected Forest Land** in **Palghar District** falls within jurisdiction of Villages in **Talasari Tahsils**.

Land Details

Sr. No.	Taluka	Village Name	Kind of Land	Survey No./ Gut No.	Area required (Hector)
1.	Talasari	Amgoan	35 Section	68/1	0.0348
2.		Uplat	Forest Land	1282	0.0439
		Total Area (Hec.)			0.0787

It is further certified that-

- The complete process for identification and settlement of rights under the FRA has been carried out for the entire 0.0787 hectares of forest area proposed for diversion are enclosed as annexure
- The diversion of forest land for facilities managed by the Government as required under section 3(2) of the FRA have been completed.
- The proposal does not involve recognised rights of Primitive Tribal Groups and Pre-Agricultural communities in Talasari Tahsils.

Encl- as above

Dr. Kailas Shinde
District Collector, Palghar

FORM - I(For Linear Projects other than Plantation)
(Rule 6 (3) (e) of Forest (Conservation) Rules 2003 as amended up to date)**Government of Maharashtra**
Office of District Collector Palghar

No/Rev/Vanhakka/SR.No- 109 /23

Date 06 /09/2023

TO WHOMSOEVER IT MAY CONCERN

In compliance of the Rule 6 (3) (e) of the Forest (Conservation) Rules, 2003 [as amended vide the Forest (Conservation) Amendment Rules 2014; Forest (Conservation) second Amendment Rules 2014; and Forest (Conservation) Amendment Rules 2016], it is certified that 0.0180 hectares of forest land proposed to be diverted in favour of **Gujrat Gas Limited** for the propose **Pipeline Natural Gas laying Through Forest Land** in the **Palghar** District falls within jurisdiction of Villages in **Dahanu** Tehsils. It is further certified that;

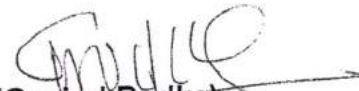
Forest Land Details

Sr. No.	Taluka	Village Name	Survey No./ Gut No.	Kind of Land	Area required (Hector)
1	Dahanu	Uplat	1050	Private Forest (35 Sec)	0.0108
2			1279	Private Forest (35 Sec)	0.0072
				Total	0.0180

It is further certified that-

- A) The complete process for recognition and vesting of forest rights under the FRA has been carried out for the entire 0.0180 hectares of forest land proposed for diversion. A copy of records of all consultations and meetings of the Forest Rights Committee(s) GramSabha(s) Sub-Division Level Committee (s) and the District Level Committee are enclosed as attachment A to attachment.
- B) The diversion of forest land for facilities managed by the Government as required under section 3(2) of the FRA, 2006 have been completed and the Gram Sabhas have given their consent to it.
- C) The proposed area does not involve recognized rights of Primitive Tribal Groups and Pre - Agricultural communities.

Encl- as above


(Govind Bodke)
District Collector, Palghar

महाराष्ट्र शासन

जिल्हाधिकारी तथा जिल्हादंडाधिकारी पालघर यांचे कार्यालय
(वनहक्क शाखा)

रुम नं. २१९, जिल्हाधिकारी कार्यालय, कोळगाव ता.जि. पालघर

दुरध्वनी क्रमांक- ०२५२५- २५३१११

Email ID: frapalghar@gmail.com

क्र. महसुल /वनहक्क प्रमाणपत्र /कावि- ०९/२०२३

दि. ०८/०९/२०२३

प्रति,

गुजरात गॅस लिमीटेड,
०९ वा मजला अवधेश हाऊस
श्री. गुरु गोविंद गुरुद्वारा समोर एस.जी.हायवे,
अहमदाबाद गुजरात पिन. नं ३८००५४

विषय:- अनुसूचित जमाती व इतर पारंपारिक वननिवासी (वनहक्काची मान्यता) अधिनियम २००६ नुसार वनजमिन वळती करणेकामी प्रमाणपत्र मिळणेबाबत.

Gas Distribution Network of Talasari Taluka of Palghar Dist. (Angam Spurline) Diversion of ०.०३४८ hect of Protected Forest land for laying natural gas pipeline from Sanjan to Amgaon Pipeline laying through Protected Forest Lands in Village Amgaon of Taluka Talasari

संदर्भ :- आपला दि. ०५/०३/२०१९ रोजीचा अर्ज

उपरोक्त विषयाबाबत संदर्भित अर्जानुसार आपणास कळविण्यात येते की, अनुसूचित जमाती व इतर पारंपारिक वननिवासी (वनहक्कांची मान्यता) अधिनियम २००६ अन्वये पालघर जिल्ह्यातील तलासरी तालुक्यातील नैसर्गिक वायु वितरण नेटवर्क उभारणेकामी संजान ते अंगम दरम्यान ६ इंच व्यासाची भुमिगत स्टील पाइपलाईन टाकण्याकरीता वनजमिन वळती करणेकामी वनहक्क प्रमाणपत्र मिळणेबाबत या कार्यालयात अर्ज केलेला आहे.

सहाय्यक जिल्हाधिकारी डहाणू यांनी सादर केलेला चौकशी अहवाल व प्रकरणी सामील अभिलेखाची पडताळणी केली असता, तलासरी तालुक्यातील मौजे उपलाट येथील सर्व्हे नं/गट नं. १२८१, ही जमीन ७/१२ उतान्यानुसार खाजगी मालकीची दिसून येत आहे. तरी आजमितीस ७/१२ नुसार सदर जमिन खाजगी मालकाचे नावे असल्याने, सदर जमीनीसंदर्भात वनहक्क प्रमाणपत्र निर्गमित करता येणार नाही. सबब आपला संदर्भित अर्ज निकाली काढणेत येत आहे.

(गोविंद बोडके)
जिल्हाधिकारी पालघर



महाराष्ट्र शासन
वन विभाग

दुरध्वनी क्र. 0528-222337

ई-मेल:- dycfdahanu@mahaforest.gov.in

उप वनसंरक्षक डहाणू वनविभाग, डहाणू यांचे कार्यालय

डहाणू आगर रोड, पंचायत समिती, डहाणू कार्यालया शेजारी,
डहाणू, जि. पालघर पिन नं. 401 601

पत्र जा.क्र.अ/२०/जमिन/ yee / सन २०२१-२२, डहाणू ४०१ ६०१, दिनांक १०/०८/२०२२.
प्रति,

मा. मुख्य वनसंरक्षक (प्रा.),
ठाणे.

विषय :- Forst Land - Palghar

Diversion of 0.1320 ha. Forest land under Forest (Conservation) Act, 1980
in favour of Gujarat Gas Limited, Ahmedabad for laying fo Underground
steel pipeline to set up Natural Gas distribution network.

संदर्भ:- १. महाराष्ट्र शासन यांचेकडील पत्र क्र.एफएलडी-२०२१/प्र.क्र-१३२/फ-१०,
दिनांक २३.०७.२०२१.

२. उप अभियंता(PR & ROU), गुजरात गॅस, लि. यांचेकडील पत्र.GGL/Angam
SL & Angam CNG/FCA/Final Compliance/२०२१, Date २०.११.२०२१.

३. या कार्यालयाकडील पत्र जा.क्र.ब/२०/जमिन/५५९, दिनांक ३१.०५.२०२२

विषयांकित प्रस्तावास उपरोक्त संदर्भ क्रमांक १ अन्वये काही अटीवर तत्त्वतः मंजूरी प्राप्त झालेली आहे. त्यानुसार प्रकल्प प्राधिकरणांस अटी/शर्तीची पूर्तता करणेबाबत कळविणेत आलेले आहे. त्यानुसार प्रकल्प यंत्रणेने अटीबाबतचा पूर्तता अहवाल उपरोक्त संदर्भिय पत्र क्रमांक २ अन्वये या कार्यालयास सादर केलेला आहे. सदर तत्त्वतः मान्यता पत्रातील अट क्रमांक १० नुसार प्रकल्प यंत्रणेने अनुसूचित जमाती व इतर पारंपारिक वननिवासी (वनहक्काची मान्यता) अधिनियम, २००६ अंतर्गत विहीत नमुन्यातील प्रमाणपत्राची पूर्तता करणे आवश्यक आहे.

अ.क्र.	मुद्दा	पूर्णता अहवाल
१	गुजरात गॅस लिमिटेड यांचे गॅस पाईपलाईन प्रकल्पाबाबत ०.१३२० हेक्टर जमिनीपैकी ०.०७८७ हेक्टर वनजमिनी संदर्भात जिल्हाधिकारी पालघर यांचे प्रमाणपत्र प्राप्त झालेले आहे. उर्वरित सर्व्हे नंबर/गट नंबर १२८१, १०५० व १२७९ मधील जमीन खाजगी मालकीची असल्याने सदर जमीनीसंदर्भात वनहक्क प्रमाणपत्र निर्गमित करता येणार नाही, असे जिल्हाधिकारी, पालघर यांनी कळविले आहे.	मौजे-उपलाट सर्व्हे क्रमांक १२८१, १०५०, १२७९ (जुना सर्व्हे क्रमांक ५०६) हे या वनविभागाचे फॉर्म नं- १ ला संरक्षित वन म्हणून नोंद आहे. (सोबत छायांकित प्रत जोडली आहे.) मौजे-उपलाट गट क्रमांक १२८१, १०५०, १२७९ (जुना सर्व्हे क्रमांक ५०६) या संरक्षित वनाचे क्षेत्र वनविभागाकडून महसूल खात्याकडे वर्ग होऊन, सदर क्षेत्र महसूल विभागाकडून भुमिहीन खातेदारांना वाटप करणेत आलेल्या क्षेत्रापैकी आहे. सदर वाटप क्षेत्राचे अधिकार अभिलेख्यामध्ये (७/१२) भोगवटदार सदरी संबंधित खातेदार यांची नावे नोंद आहे. मात्र सदर क्षेत्राचे

159
निर्वणीकरण झालेले नसल्याने त्याचा दर्जा "संरक्षित वन" असा आहे. यास्तव वन (संवर्धन) अधिनियम १९८० मधील तरतूदीनुसार उक्त क्षेत्रात वनेत्तर कामे करणेपूर्वी केंद्र शासनाची पूर्व परवानगी आवश्यक आहे. यास्तव प्रस्तुत वनक्षेत्राचा तपशिल (Area Statement) मध्ये सदर क्षेत्र PF (संरक्षित वन) म्हणून दर्शविणेत आलेले आहे.

उपरोक्त नमुद बाबींचे जिल्हाधिकारी, पालघर यांचे स्तरावर पुर्नविलोकन होऊन सुधारीत वनहक्क प्रमाणपत्र निर्गमित होणे क्रमप्राप्त ठरत आहे.

तरी उपरोक्त अहवालाचे अवलोकन होऊन उचित कार्यवाही होणेस विनंती आहे.

सहपत्र :- वरीलप्रमाणे.

(मधुमिथा एस.)

उप वनसंरक्षक

उप वनविभाग, डहाणू.

प्रतिलिपी :- मा. अपर प्रधान मुख्य वनसंरक्षक तथा केंद्रस्थ अधिकारी, म. रा. नागपूर यांना सहपत्रासह सविनय सादर.

प्रतिलिपी :- मा. जिल्हाधिकारी, पालघर यांना सहपत्रासह जरूरी कार्यवाहीसाठी सस्नेह अग्रेषित.

प्रतिलिपी :- मे. गुजरात गॅस, लिमिटेड, ९०१, ९ वा माळा, अवदेश हाऊस, श्री.गुरु गोविंद गुरुद्वारा समोर, एस.जी.हायवे, अहमदाबाद ३८० ०५४ यांना माहिती व उचित कार्यवाहीसाठी.

क्र.सं.	सूचना पट्टिका सं.	क्षेत्र (है.)	वन संरक्षित वन अधीनस्थ वन भूखण्ड जंगल ई.	संरक्षित वन अधिनियम 1957 के खाली वनजमाबंदी अधिकारी यानी नोंदविलेले हक	वनसमिती कोषित वनसमिती संरक्षित अधिभूतमैदा इलाका हस्तांतरणार्थ प्राप्त शाखे आसलान सबम अधिकारी यादें अटोड इलाका
1	2	3	4	5	6
✓	124/850	2.751	Protected Forest	R.S. NO. 469	
✓	475/22	0.870 ✓	—	Made P.F. by Noti. No. 654 CC) of 28.7.85 B.G.G. Page 362 of 9.8.05	
✓	476/162	0.708 ✓	—	O.S. Nos 414, 415, made P.F. by Noti. No. 4.F. of 13.7.9 B.G.G. Page 142 of 6.1.79	
✓	477/160	0.293	—		
✓	478/159	0.091	—		
✓	479/20	0.152 ✓	—		
✓	480/515	0.091 ✓	—		
✓	481/521	0.040 ✓	—		
✓	482/520	0.162 ✓	—		
✓	483/519	0.030	—		
✓	484/518	0.101 ✓	—		
✓	485/329	0.051 ✓	—		
✓	486/326	0.738 ✓	—		
✓	487/321	0.425 ✓	—		
✓	488	0.465 ✓	—		
✓	507/502, 507/512, 533, 532, 535, 538, 510, 537, 516, 523, 514	435.649	—		
✓	508/513	0.303	—		

Barodi

गाव

Uplot



प्रकाश १ मधील अधिसूचना / आदेशाचा क्रमांक	प्रकाश २ मधील अधिसूचना / आदेशाचा क्रमांक	दनेतर कालासाठी देण्यात आलेले क्षेत्र (हे.)	दरजमीन वळवी करण्याचे आदेश क्रमांक	प्रकाश १ मधील आदेशाचा दि. १०
				१०
		62N70		
		B.No. A9100		
		438 Pt. 0.08		
		500 Pt. 0.230		
		Disturbed by	✓	
		For not. No.		
		9/86/10/4449		
		of 9-4-36.		
		B.No. A9100		
		507 3.130		
		Disturbed		
		Vide Govt. Not.	✓	
		No. 986/10/		
		44432 of		
		25-2-37.		
		स. क्र. ५०७ मधून		
	सुमारे	४५० एकड क्षेत्र		
		निर्विहीनता आलेली		
		आहे. त्याच्या शा.	X	
		रा. क्रमांक ३३६/		
		१६/३५५४ दिनांक		
		२२.११.१९८८ असा		
		आहे.		

रकना
अधिसूचक
या

35

गाव Uplav



रकना ६ मधिल अधिसूचना / आदेशा चा दिनांक	दनेतर कामासाठी देण्यात आलेले क्षेत्र (हे.)	वसणगीन कळवी कळण्याचे आवेस क्रमांक
b	c	१

रकना ९ मधिल आदेशाचा दिनांक
१०

११८ ६१८ ११८

[Signature]
Dr. C. F. Dahanu

महसुन विभागाकडे हस्तांतरीत केलेले क्षेत्र तथापी निर्वणीकरण न झालेल्या क्षेत्राची माहिती

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क्र.सं.	उपक्षेत्र	गावाचे नांव	स.नं./गट नं.	क्षेत्र	निर्वणीकरण झालेले क्षेत्र	निर्वणीकरण न झालेले क्षेत्र
१	२	३	४	५	६	७
	बोडी	उपलाट	५०७ ४९६ A <u>५०६</u>	१८.२१ ११.३७५ ०.८०९	- - -	१८.२१ ११.३७५ ०.८०९
	उधवा	बोरमाळ	११९ १२० १२१	३.९०५ ३.३३९ २.३२६	- - -	३.९०५ ३.३३९ २.३२६
	बोडी	अच्छाड	७६ ८६ ९९	८.३४३ २१.०४३ २२.२५७	- - -	८.३४३ २१.०४३ २२.२५७
४	---	काजळी	<u>५५</u> ५८ ६१	६.०७० ०.४०५ १.५१०	- - -	६.०७० ०.४०५ १.५१०
५	---	सांका	१९० १९१ १९२	२५.७५८ १२.०२३ २१.१६५	- - -	२५.७५८ १२.०२३ २१.१६५
६	---	डोंगरी	२६५ ३०५ १४१ १४३ १४४	०.४०५ ८.०९४ ०.८०९ ०.६०७ ४.८१५	- - - - -	०.४०५ ८.०९४ ०.८०९ ०.६०७ ४.८१५
७	---	गिरगांव	२८० २८१ १८३ २८४ २८५ २८९ २९७	०.५८७ ०.५७६ १.११२ ०.२६३ ३.७६४ ०.७७४ ४.३७०	- - - - - - -	०.५८७ ०.५७६ १.११२ ०.२६३ ३.७६४ ०.७७४ ४.३७०
८	---	चडोवली	१९७ २१७ २१८	४२.४९१ ०.३४३ ०.७०८	- - -	४२.४९१ ०.३४३ ०.७०८
९	---	तलासरी	५०७ ६५२	४.०४७ १८.६७८	- -	४.०४७ १८.६७८
१०	---	वेवजी	३६५	४.०४७	-	४.०४७
११	---	झरी	३०१	५.६६५	-	५.६६५
१२	---	वसा	१८७ २२७	१०.७६४ ०.८०९	- -	१०.७६४ ०.८०९
१३	---	खुनवडा	१८३ १८५	६.२१२ ८.०२३	- -	६.२१२ ८.०२३



GUJARAT GAS

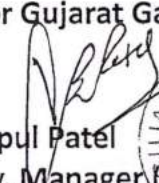
UNDERTAKING
for condition No.11

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the GGL will make good the forest land after laying underground natural gas pipeline.

Place : Ahmedabad

Date : 20/11/2021

For Gujarat Gas Limited


Vipul Patel

Dy. Manager (PR & ROU)



GUJARAT GAS LIMITED (A GSPC Group Company – Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

Corporate Office : 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad – 380 006, Gujarat, India.

Tel.: +91-79-26462980, 26460095 **Fax :** +91-79-26466249

Registered Office : Gujarat Gas CNG Station, Sector 5/C, Gandhinagar – 382 006, Gujarat, India. **Tel.:** +91-79-23264777, 23264999

Website : www.gujaratgas.com, www.gspcgroup.com **CIN :** L40200GJ2012SGC069118

9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara, S. G. Highway, Ahmedabad – 380 054, Gujarat, India. **Tel.:** +91-79-26737400 **Fax :** +91-79-26737456



GUJARAT GAS

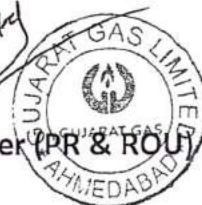
UNDERTAKING
for condition No.12

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that no trees will be cut down in the area proposed for diversion.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)



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GUJARAT GAS

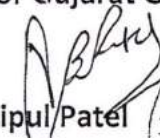
UNDERTAKING
for condition No.13

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the permission for further maintenance of the project will be sought from the Deputy Forest Conservator of Forest, Dahanu whenever required.

Place : Ahmedabad

Date : 20/11/2021

For Gujarat Gas Limited


Vipul Patel
Dy. Manager (PR & ROU)



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GUJARAT GAS

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UNDERTAKING
for condition No.14

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that no new forest area beyond the Right of Way of existing road should be broken for laying of Natural Gas Pipeline.

Place : Ahmedabad

Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)



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UNDERTAKING
for condition No.15

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the amount charged as per prevailing rates and details of all other expenses required as per rules will be communicated to the Chief Conservator of Forests (T), Thane from time to time.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)





GUJARAT GAS

UNDERTAKING
for condition No.17

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the GGL to lay the Natural Gas Pipeline outside the confines of the protected area after compliance of the order. Any breach of the conditions by the GGL will be treated as violation of the provision of the Forest (Conservation) Act, 1980.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)



GUJARAT GAS LIMITED (A GSPC Group Company – Government of Gujarat Undertaking) (Formerly known as GSPC Distribution Networks Limited)

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UNDERTAKING
for condition No.18

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that the Provision of all relevant Acts, Rules made there under and guidelines applicable to the project shall have to be strictly followed.

Place : Ahmedabad
Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel
Dy. Manager (PR & ROU)





GUJARAT GAS

UNDERTAKING
for condition No.19

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that all the conditions stipulated by the Forest Department shall be binding on the Gujarat Gas Limited.

Place : Ahmedabad

Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel

Dy. Manager (PR & ROU)



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UNDERTAKING
for condition No.20

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited (GGL), Ahmedabad is hereby undertakes that any other conditions which Principal Chief Conservator of Forests (Head of Forest Force) Maharashtra State, Nagpur may impose.

Place : Ahmedabad

Date : 20/11/2021

For Gujarat Gas Limited

Vipul Patel

Dy. Manager (PR & ROU)



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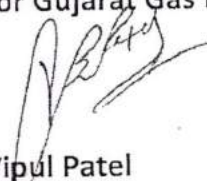


UNDERTAKING
for condition No.21

I Vipul Patel, Dy. Manager (PR & ROU), Gujarat Gas Limited, Ahmedabad is hereby undertakes that the user agency will fulfillment of the conditions mentioned in Stage-I approval during laying underground natural gas pipeline.

Place : Ahmedabad
Date : 30/05/2022

For Gujarat Gas Limited


Vipul Patel
Dy. Manager (PR & ROU)

