



गेल (इंडिया) लिमिटेड

(भारत सरकार का उपक्रम -
एक महारत्न कम्पनी)

GAIL (India) Limited

(A Government of India Undertaking -
A Maharatna Company)
Date: 18.01.2015

No.GAIL/868/PL/O&M/X-ing/05 /37341

To,
M/S Agrasain Spaces LLP
A-59, Sector-11
Faridabad-121006

Sub: - NOC for Township near by GAIL ROU & permission to construct the two nos. road across the LPG pipeline at chainage: 1042.100 km. near village- Mujeri, Tehsil- Ballabhgarh & District Faridabad.

Dear Sir,

As you are aware that GAIL (India) Ltd. Which is undertaking of the central govtment under ministry of Petroleum & natural gas . To supply LPG to Northern states of country, GAIL (India) Ltd. has laid LPG pipeline from Jam Nagar (Gujrat) to Loni (UP) .

As per your coordinated site plan you have proposed Township where at two nos. internal road & other utilities (which considered 02 nos.) are crossing the GAIL 's LPG pipeline near Mujeri, Tehsil Ballabhgarh & District Faridabad . GAIL (India) Limited had acquired **the 20 meter** wide Right of use of Land (5.0 Meter left side & 15.0 Meter right side in the flow direction of LPG gas pipeline) along pipeline route under Petroleum & Mineral Pipeline Act 1962. This Pipeline is laid underground at depth of 1.2 to 2.0 meter and LPG is flowing on high pressure through the pipeline which is very inflammable. As per PMP act 1962 any building, well, drain, excavation, trees or any other permanent structure is not permitted over ROU area. Any damage to pipeline has potential to cause tremendous fire/explosion which is difficult to control by agency and can endanger the life in area up to 4 km from the location of the incident. In this situation LPG supply will be affected.

Considering the above the NOC is issued subject to the following terms & conditions:-

1. No permanent structure such as building, boundary wall, sectionalizing valves, cables, plantations, equipment, ponds, and water tank whatsoever shall be erected/constructed on the ROU by M/S Agrasain Spaces LLP. The minimum distance of any dwelling/industrial building etc. will be maintained at more than **15 meters** from the Pipeline (herein referred to "area specified"). ROU area may be developed into green belt which may be limited to development of grass lawn, plantation of shrubs, hedges etc. It is also to be ensured that the soil cover in the ROU is not reduced.
2. No construction shall be commenced without the prior written approval of Licensor. Construction shall be carried out strictly in accordance with the approved plans and specifications of GAIL. The work within the ROU (Right of User) area shall be executed in the presence of GAIL's authorized Engineer/ representative.
3. In the event of major exigency of repair/maintenance work of GAIL, M/S Agrasain Spaces LLP shall make reconstruction/diversion arrangement to the entire satisfaction of the GAIL promptly at the entire cost & initiative of the M/S Agrasain Spaces LLP. In case M/S Agrasain Spaces LLP fails to do so

एल पी जी प्रापण टर्मिनल मदनपुर खादर आई.ओ.सी.एल. बॉटलिंग प्लांट निकट कालिंदी कुंज नई दिल्ली-110076 दूरभाष: 9599231142, 011-32227682, 26973783
LPG Receipt Terminal, Madanpur Khadar, Inside IOCL Bottling Plant Campus, Near Kalindi Kunj, New Delhi - 110076 Ph. : 9599231142, 011-32227682, 26973783

निगमित कार्यालय : 16, भीकाजी कामा प्लेस, आर.के.पुरम, नई दिल्ली-110066 दूरभाष: 011-26182955, 26172580, फैक्स : 011-26185941
Corporate Office : 16, Bhikaji Cama Place, R.K. Puram, New Delhi - 110066, Phone : 011-26182955, 26172580, Fax : 011-26185941
Corporate Identification Number : L40200DL1984GOI018976, Website : www.gailonline.com

प्राकृतिक गैस- स्वच्छ ऊर्जा हरित ऊर्जा

Natural Gas - Clean Energy, Green Energy

- promptly, GAIL shall remove/ demolish their structure /services in ROU at the entire cost & risk of the M/S Agrasain Spaces LLP.
4. GAIL shall have no responsibility whatsoever for preservation of any essential services or any other property either moveable / immoveable from losses , injuries or damages arising due to leakage / burst of the pipeline during its maintenance or any other associated activity. M/S Agrasain Spaces LLP undertakes to indemnify and keep indemnified GAIL, its employees, contractors, labourers for any losses/ damages and injuries due to negligence of M/S Agrasain Spaces LLP or its employees, contractors & labour etc .
 5. GAIL shall have free access to its ROU and pipeline without any permission from M/S Agrasain Spaces LLP. In case GAIL ROU gets blocked from approach road, M/S Agrasain Spaces LLP will make approach road to the GAIL ROU from the public road.
 6. The movement of heavy equipment such as Bulldozer, Road roller, Excavator and Side Boom etc. are prohibited in the GAIL's ROU unless sufficient precautions are taken with the prior written approval of the GAIL.
 7. M/S Agrasain Spaces LLP shall ensure that all repair & maintenance work including excavation and hot work of any type including cutting, welding, grinding etc. in the area specified are carried out with written approval of the GAIL and in presence of the representative of the GAIL whose instruction shall be binding.
 8. It is acknowledged by the parties that all rights in the ROU by and/or under Petroleum & Minerals Pipelines (Acquisition of Right of Users in land) Act 1962 and its amendment act of 1977 along with any notification thereto shall remain vested with GAIL.
 9. M/S Agrasain Spaces LLP shall be bound by various statutory enactment Acts Rules, Regulations & By laws of the state /central Govt. as issued and amended from time to time. M/S Agrasain Spaces LLP also be bound by various directions in respect of Health, Safety and Environment Management system of GAIL.
 10. In case the ROU is surrounded by the developers plot, there shall be no wall constructed over the ROU, the area may be fenced using a chain link fencing to allow clear visibility of the ROU and a ready access to be provided to the ROU for maintenance/ inspection purposes. During the construction work by the developer, the ROU may be clearly demarcated and only fixed corridor to be used for crossing the ROU. Any fencing/ marking of the ROU, if required by GAIL, shall be done by the developer in consultation of GAIL to restrict the movement of heavy machinery on the ROU during the construction phase.
 11. GAIL is free to construct/lay another pipeline parallel to existing pipeline in its existing ROU after giving prior intimation to M/S Agrasain Spaces LLP hereby agrees to remove any development/ plantation at its risk and cost to enable GAIL to use such ROU for laying of the pipeline without any hindrances.
 12. M/S Agrasain Spaces LLP undertakes to take utmost care to prevent any damage to the GAIL's pipeline, coating and wrapping and OFC laid side by side as well as all the appurtenances of the GAIL like boundary pillars, pipeline markers etc. existing on the ROU and specified area. Any damage to GAIL's property including pipeline, coating, OFC etc. shall be repaired/rectified immediately by M/S Agrasain Spaces LLP as per GAIL specifications. In case M/S Agrasain Spaces LLP fails to undertake the repair work, GAIL shall get the same repaired at the risk and cost of M/S Agrasain Spaces LLP .

13. Permission for utilities is also accorded as per GAIL's "Guideline/ Policy for Pipeline Crossing". Pipeline crossing job shall be carried out during period from 09:15 hrs to 17:45 hrs. in the presence of authorized representative of M/S Agrasain Spaces LLP & GAIL.

14. If GAIL has to engage and/or seek legal recourse on account of cases arising out directly or indirectly due to actions & omissions of M/S Agrasain Spaces LLP , the same shall be reimbursed by them to GAIL with incidental expenses such as traveling, boarding, lodging etc.

15. The parties acknowledge that Developers shall suitably incorporate the enabling clauses in the agreement as deemed appropriate and also circulate to the Buyers and Lessees for awareness.

16. Any dispute between the Parties arising out of or relating to this Agreement, which is unresolved via amicable discussions between the parties shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator. The arbitration proceedings and hearing shall be held in the English language. The venue of arbitration shall be New Delhi.

17. Jurisdiction of the courts shall be New Delhi.

Thanking You

Yours Faithfully

(Badam Singh)

Sr. Manager(PL)