

GOVERNMENT OF INDIA
MINISTRY OF SHIPPING ROAD TRANSPORT AND HIGHWAYS
(DEPARTMENT OF ROAD TRANSPORT & HIGHWAYS)

1, PARLIAMENT STREET,
"TRANSPORT BHAWAN"
NEW DELHI-110001

No. NH-12017/255/2005/HR/NH-1

Dated: 30.08.2006

To

The Superintending Engineer,
Ministry of Shipping, Road Transport & Highways,
6th floor, Kendriya Sadan, Sector 9A,
Chandigarh.

Subject: NOC for Construction of approach road for filling of tank of
HPCL at km 165.280 (RHS) of road NH 65 at village Khedar, District
Hissar.

Sir,

Please refer to your letter No.RW/ CH/ HR/NHC/E.bad/ NOC/ Vol-II- 2004
dated 24.01.2005 on the subject noted above.

2. The proposal on the subject noted above forwarded to this Ministry vide above
referred letter has been approved by the Competent Authority. As per Ministry's
Circular No.RW/ NH- 33023/19/99-DO-III dated 17.10. 2003, a Demand Draft
amounting to Rs. 1.0 lakhs drawn in favour of RPAO, Ministry of Shipping, Road
Transport & Highways, Chandigarh may be obtained from the oil company and
confirmation of receipt may be sent to this Ministry so that licence Deed can be signed.

(M.Khan)

Assistant Executive Engineer For DG. (RD)

Copy to:-1. Shri Parvinder Singh, Senior Regional Manager, HPCL, Panipat.

(M.Khan)

Assistant Executive Engineer For DG. (RD)



LICENSE FOR THE USE OF NATIONAL HIGHWAY LAND

AGREEMENT TO construct an access road with necessary provision for drainage, signage and markings, to Khewat No.316, Khatoni No. 425, abutting on the NH-65 boundary of NH-65 in Kilometer 165.280 (Right side) in Khasra No.276, Kila No.16/1/2, 16/2 and 25/1 of the village Khedar in the Taluka of Hisar Tehsil of the Hisar District.

1. AN AGREEMENT made this 19th day of October year Two thousand Six between the President of India (hereinafter called the Government which expression shall, unless excluded by or repugnant to the context, include his successors, in Office and assigns) of the one part and Hindustan Petroleum Corporation Ltd. Village Baholi, Panipat - 132140 hereinafter called "the Licensee" (which expression shall, unless excluded by or repugnant to the context include the said licensee's successor heirs, executors, administrators and assigns) of the other part.
2. WHEREAS THE Licensee has applied to the Government for permission to construct on the Government land an approach road with necessary provision for drainage signs and markings to his property abutting on the ^{RHS} boundary of NH-65 in Kilometer 165.280 in the Taluka of Hisar Teshil of Hisar District more

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वॉरिण्ट क्षेत्राय प्रबंधक एवं
इयुनी कोन्सर्वाटोरी अंतोर्गनी

particularly described in the Schedule annexed hereto and shown in the drawing attached hereto (hereinafter referred to as "the said premises").

3. AND WHEREAS THE GOVERNMENT have agreed to grant such permission on the terms and conditions hereinafter mentioned.

4. Now, this agreement witnesseth that, in consideration of the terms and conditions hereinafter contained and on the part of the licensee to be observed and performed the Government hereby grants to ~~be~~ ^{the} licensee permission to construct an access road with necessary drainage works, signs and markings to the said premises as per approved drawings attached subject to following terms and conditions namely :-

(I) That the licensee shall within three months from date of receipt of the permission, but without interfering in anyway with the highway traffic, complete the construction of the approach road (including deceleration/acceleration lanes) and shall make provision for drainage, signs and markings at his own cost and to the full satisfaction of the Executive Engineer Incharge of the National Highway according to the approved drawings and specifications. The said approach road shall not be brought into use after its completion until the Executive Engineer gives a completion certificate after satisfying himself that it has been completed as per the sanctioned drawings and specifications. The Fuel Station would be energized by the concerned oil company only after completion certificate has been issued by the Highway Authority.

(II) That on the completion of the said work, the part of the approach road, which lies within the limits of Government Road Land together with any culvert or drain therein constructed shall become the absolute property of the

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हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि.
पानीपत

Government subject to the rights or the licensee to use the same for ingress and egress.

- (III) The licensee shall at his own cost keep the said approach road and any culvert or drain therein, in proper repair and condition to the satisfaction of the Executive Engineer, ^{Govt.} The approach roads would be considered in proper conditions when they are free from potholes and patches. The culverts and drains would be kept in clean conditions to allow full discharge of the storm water, signs and markings to be kept at their respective locations and in clean condition for visibility at all times.
- (IV) That within six months of a notice duly given to the Licensee in this behalf, the licensee shall at his own cost remove the said approach road or any drainage work constructed in connection, there-with and restore the land to its original condition, when required to do so by the Government or by any person duly authorised on its behalf. The licensee shall not be entitled to any compensation on account of such removal and restoration.
- (V) That the approach road shall not be used for any purpose other than that of access to and egress from the premises of the licensee on to the Government road.
- (VI) That the licensee shall not without the prior permission in writing of Executive Engineer, ^(Govt.) in any way extend or alter the said approach road or any culvert or drainage therein.
- (VII) That the licensee shall at all times permit any duly authorised officer or servant of the Government to inspect the said approach road including any culvert or drainage therein. He shall keep the said approach road clear and shall not be entitled to close any ~~right~~ of way over or in respect of the same against Government or any member of the Public.

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पानीपत डिपेंडेंसी

- (VIII) That the licensee shall be liable for any loss or damage caused to the Government by drainage obstruction or any other like cause due to the said approach road or the drainage work.
- (IX) That the permission granted by this licensee shall not in any way be deemed to convey to the licensee any right into or over, or any interest in Government land other than that herein expressly granted.
- (X) That in case the said approach road is destroyed, this license shall determine and the licensee shall not be entitled to claim any right to construct another approach road in lieu of that so destroyed.
- (XI) That during the subsistence of this license, the said approach road including the road drainage shall be deemed to have been constructed only by the consent and permission of the Government so that the right of the licensee to use the same shall not become absolute and indefeasible by lapse of time.
- (XII) That if the licensee fails to execute any work which he has agreed under this agreement to the full satisfaction of the Executive Engineer, ^{Govt.} The work shall be executed by Executive Engineer at the cost of licensee and the expenditure incurred shall be recoverable from the licensee as an arrear of land revenue without prejudice of any other remedies which may be open to Government in this behalf.
- (XIII) That the licensee shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before.
- (XIV) A one time fee of Rs.1,00,000/- (rupees one lakh only) shall be payable to execute this Agreement for the land for which the license is issued.

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वरिष्ठ क्षेत्रीय प्रबंधक एवं
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हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि०
पानीपत जिला


- (XV) That if and when parallel service roads are constructed to fuel station shall be from the service road alone as determined by the Executive Engineer and no claim/compensation shall be entertained on that account.
- (XVI) That this agreement shall remain in force for fifteen years from the date of execution in the first instance and be terminable by a notice of 6 months and the permission may or may not be renewed after expiry of the said period.
- (XVII) That the licence hereby granted shall not be transferable.
- (XVIII) That the licensee shall bear the cost of stamp and attestation of this Agreement.
5. Situation given below would be treated as violations of the license deed agreement and the Government would be within its right to ask the concerned Oil Company to de-energize the Fuel Station ;
- (i) Non-maintenance of deceleration lane, acceleration lane service road, drainage system, channelisers, markings, signs and other traffic control devices in good operating conditions (as specified in Para 4 (iii), during the period of license deed and not rectifying the short comings within the specified period as pointed out by Executive Engineer, incharge of the National Highway Section.
- (ii) Non-compliance for revising the layout of access as directed by Executive Engineer, ^{incharge} of the National Highway Section in writing within specified period.
6. Notwithstanding anything contained in clause 4 this licence can be cancelled at any time by the licensor through the Executive Engineer for breach of any of the terms and conditions of the license and the licensee shall not be entitled to any compensation for loss caused to him by such cancellation nor shall he be absolved from any liability already incurred by him under this agreement. The licensee shall ^{परकिर निर} own cost remove the approach road lying within the ^{परकिर निर} Government land

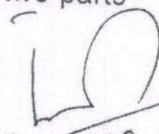
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and restore the Government land to its original condition. In the event of licensee refusing to do so, the restoration of the Government land to its original condition shall be done by the Executive Engineer at the cost of licensee and the expenditure incurred shall be recoverable from the licensee as an arrears without prejudice to any other remedies which may be fixed by Government in this behalf.

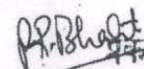
7. The Agreement may be executed in two counter parts each of which when executed and delivered shall constitute an original of this Agreement.

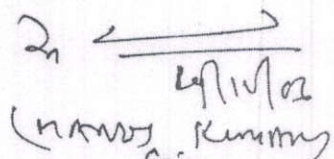
IN WITNESS WHEREOF this agreement is executed in two parts by the parties hereto on the date first above mentioned..



 Signed by Sh. Parvinder Singh
 Senior Regional Manager
 Panipat Retail Regional Office
 Hindustan Petroleum Corporation Ltd.
 Panipat -132140
 the licensee
 (The constituted attorney of the licensee)

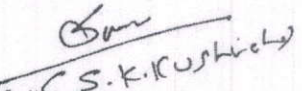

 Signed by Shri. Nandu Kumbhar 19.7.2016
 for and on behalf of the President of
 India
Ministry of Supply, Food & Consumer Affairs
 (Dept. of Food & Consumer Protection)
 Govt. of India

In the Presence of :

✓ 1.  Name in full (signature) with designation.
 Parbhoot
 कर्मचारी, भरतिया
 हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि.
 हिसार - 125001

2. 
 Name in full (signature) with designation.
 Nandu Kumbhar
 SE

✓ 2.  Name in full (signature) with designation.
 Man Raj
 Depot Manager
 हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि.
 Hindustan Petroleum Corpn Ltd.
 H-125001


 Name in full (signature) with designation.
 S.K. Kushich
 (EE-2/P-1)

(Here type the schedule referred to in clause 2)

NORTH	:	Agricultural Land
EAST	:	Agricultural Land
SOUTH	:	NH-65
WEST	:	Agricultural Land