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PUBLIC WORKS DEPARTMENT, HARYANA
(Buildings and Roads Branch)

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Office of the Executive Engineer,
Provl. Division No. II,
PWD (B&R) Br., Sirsa
(Haryana)-125055
Tel.- 01666-222959
Email: pwd-eepd2-sirsa@hry.nic.in

No. 2677 Dated 23/07/19

To

Sh.Rajesh Kumar S/o
Sh. Jagdish
Shri Jagdish Dharamkanta
Village Nathusari Kalan
Tehsil Nathusari Chopta
Distt. Sirsa.

Sub:- No Objection certificate for approach to 'Shri Jagdish Dharamkanta', Chopta to Bhadra road, Km.100 at Vilalge Nathusari Kalan, Tehsil Nathusari Chopta Distt. Sirsa.

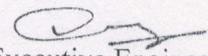
Ref.:- Your application dated Nil received in this office on 01.04.2019.

In this connection, it is submitted that there is no objection to this department for Approach to 'Shri Jagdish Dharamkanta' at Village Nathusari Kalan on Chopta to Bhadra road Km.1.00 (RHS) in Sirsa Distt. Subject to the following conditions:-

1. The guidelines of Punjab schedule Road Act will be strictly followed.
2. The Drawings submitted by the applicant will be strictly followed.
3. That on the completion of the said work, that part of the approach road which lies within the limits of Govt. road land together with any culvert or drain therein constructed shall become the absolute property of the Govt. subject to the right of the licensee/licensees to use the same for ingress and egress.
4. That the licensee/licensees shall at his cost keep the said approach road if any culvert or drain therein, in proper repair and condition to the satisfaction of the Executive Engineer /Sub Divisional Engineer in charge. The approach road would be considered in proper conditions when they are free from pot holes and patches. The culverts and drain would be kept in clean conditions to allow full discharge of storm water, signs and markings to be kept at their respective locations and in clean conditions for visibility at all times.
5. That within 6 months of a notice duly given to the licensee/licenses in this behalf, the licensee/licenses shall at their own cost remove the said approach road or any drainage work constructed in connection there within and restore the land to its original condition when required to do so by the Govt. or by any person duly authorized on its behalf. The licensee/licenses shall not be entitled to any compensation on account of such removal or restoration.
6. 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/licenses on to the Govt. road.
7. That the licensee/licenses shall not, without the prior permission in writing of the Executive Engineer/Sub Divisional Engineer in charge in any way extend or alter the said approach road or any culvert or drains therein.
8. That the licensee/licenses shall at all time permit any duly authorized officer or servant of Govt. to inspect the said approach road including any culvert or drain therein. He shall keep the said approach road clear and shall not be entitled to close any right of way over and in respect of the same against Govt. or any member of Public.
9. That the licensee/licenses shall be liable for any loss or damage caused to the Govt. by drain obstruction or any other like cause due to the said approach road or the drainage work.
10. That the permission granted by this license shall not in any way be deemed to convey to the licensee/licenses any right into or over, or any interest in Govt. land other than that herein expressly granted.

11. That in case the said approach road is destroyed, this license shall determine and the licensee/licensees shall not be entitled to claim any right to construct another approach road in lieu of that so destroyed.
12. That if the licensee/licensees falls to execute any work which they have agreed under this agreement to the full satisfaction of the Executive Engineer/Sub Divisional Engineer incharge the work shall be executed by the Executive Engineer/Sub Divisional Engineer incharge at the cost of licensee/licensees, and the expenditure incurred shall be recoverable from the licensee/licensees as an arrear of land revenue without prejudice to any other remedies which may be open to Govt. in this behalf.
13. That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Govt. embodying the terms and conditions herein before.
14. That the license hereby granted shall not be transferable.
15. Non compliance for revising of layout of access as directed by the Executive Engineer/Sub Divisional Engineer in-charge in writing with in specified period.
16. Notwithstanding any thing contained in clause-4, this license can be cancelled at any time by the licenser through the Executive Engineer incharge for breach of any of the terms and conditions of the license and the licensee/licensees shall not be entitled to any compensation for lose caused to him by such cancellation nor shall be absolved from any liability already incurred by him under this agreement. The licensee/licensees shall at their own cost remove approach road lying within the boundary of Govt. land and restore the Govt. land to its original conditions. In the event of licensee/licensees refusing to do so, the restoration of the Govt. to its original condition shall be done by the Executive Engineer/Sub Divisional Engineer, at the cost of licensee/licensees and the expenditure incurred shall be recoverable from the licensee/licensees as an arrear without prejudice to any other remedies which may be fixed by the Govt. in this behalf.
17. 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.
18. No material shall be dumped on the pucca road at the time of execution of approach road and there should be no any hindrance/inconvenience to the road users and if existing road/structure damage cause during execution shall be restored by you at your own cost.
19. There should be no encroachment on PWD Land at the time of construction of "Shri Jagdish Dharamkanta' " and also thereafter.
20. No parking shall be permitted on the PWD land boundary obstructing in free flow of vehicular traffic on the road.
21. The guidelines given in IRC-62 with uptodate amendments regarding access to private properties will be strictly followed.

D.A. / NIL


 Executive Engineer,
 Provl. Division No.II,
 PWD B&R Br.,Sirsa.

Endst. No.:-

Dated:-

Copy of above is forwarded to the Deputy Commssioner ,Sirsa for information and necessary action please.

D.A. / NIL

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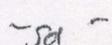
 Executive Engineer,
 Provl. Division No.II,
 PWD B&R Br.,Sirsa.

Endst.No.:-

Dated:-

Copy of above is forwarded to the Sub Divisional Engineer, Provl. Sub Division No.5,PWD B&R Br., Sirsa for information with reference to his memo No. 186 dated 07.06.2019 Bank draft No.116368 Dt. 12.07.2019 for Rs.60,000/- are sent herewith for account in your cash book. He should inspect the site during the construction of access to ensure that this is constructed as per conditions laid down above.

D.A. / i).Bank draft No.116368 dated 12.07.2019 for Rs.60,000/-

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 Executive Engineer,
 Provl. Division No.II
 PWD B&R Br., Sirsa.