

Irrigation Deptt.  
Subject:

Administrative approval amounting to Rs.120.722  
lac as a deposit work of M/s Mayar Infrastructure  
Development Pvt. Ltd. for developing and  
maintaining the WBM pedestal (road) on right side  
of Gurgaon Canal from RD 66500.

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Discussed with Hon'ble FM. The proposal is in order  
to which he has agreed.

Re-submitted to Hon'ble FM for approval please.

D/o PS (IWR)

No. 78

Date 25/02/14

29/4/14



Hon'ble FM

PSIWR

SIWR

(Dr. K.K. Khandelwal)  
PSIWR  
21.02.2014

Approved

Dr. K.K. Khandelwal

H.S. CHATTARJI  
for 20.4

(Dr. K.K. Khandelwal)  
PSIWR  
29.04.2014

Affidavit



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 09/01/2017

Certificate No. G012017A642



GRN No. 22529241



Stamp Duty Paid : ₹ 100

(Rs. Hundred Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Deponent**

Name : Executive Engineer Mewat Waterservice Nuh

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Nuh

District : Nuh

State : Haryana

Phone : 0



Purpose : AGREEMENT to be submitted at Nuh

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**Annexure-A**

**HARYANA IRRIGATION DEPARTMENT**

**AGREEMENT FOR DEVELOPING AND MAINTAINING THE WBM PEDESTRIAN (ROAD) ON RIGHT SIDE OF GURGAON CANAL FROM RD 66500 TO 67900 IN TERMS OF POLICY GUIDELINES FOR CONSIDERING THE PROPOSALS OF PRIVATE/GOVT./PUBLIC SECTOR BODIES/UNDERTAKINGS FOR ALLOWING CONSTRUCTION OF ROAD BRIDGES, ROADS AND LAYING OF VARIOUS UTILITY LINES (PIPELINES/ CABLES ETC.) ACROSS/ALONG THE CANALS AND DRAINS OF HARYANA IRRIGATION DEPARTMENT**

This agreement, made on the 10th day of January two thousand Seventeen between the Governor of Haryana, acting through R.K. Bodwal, Executive Engineer, Mewat Water Services Division, NUH (hereinafter called the Engineer-in-charge which expression shall unless excluded by repugnant to the context, be deemed to include his successors and assigns of the one part).

**AND**

The Mayar Infrastructure Development Pvt Ltd.(hereinafter called "the LICENSEE" through its authorized signatory Mr. Raj Kumar Dagar ) vide Board Resolution dated 5<sup>th</sup> April 2016) which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other PART WHEREAS the LICENSEE has applied to the Engineer-in-charge

MAYAR INFRASTRUCTURE DEVELOPMENT  
PVT. LTD. SONHA, GURGAON  
HARYANA-122103



for permission for developing and maintaining the WBM pedestrian(road) on right side of Gurgaon Canal from RD 66500 to 67900.

**AND WHEREAS** the Engineer-in-charge has agreed to grant such permission on the terms and conditions hereinafter mentioned.

**AND WHEREAS** before signing this agreement, the licensee has deposited with the Engineer-in-charge, A SUM OF Rs. 5.00 Lakhs (Five Lacs only) as a caution deposit as stipulated for the due compliance and satisfactory performance by the LICENSEE of all the terms and conditions of this agreement hereafter set out so far they are to be observed and performed by the LICENSEE and a SUM of ₹. Rs.115.722 Lakhs (One Crore Fifteen Lacs Seven Hundred Twenty Two only) (list attached) towards the other stipulated charges including the cost of land.

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the conditions hereinafter contained and on the part of the LICENSEE to be observed and performed, Engineer-in-charge hereby grants permission to the LICENSEE to for developing and maintaining the WBM pedestrian(road) on right side of Gurgaon Canal from RD 66500 to 67900 subject to the following conditions namely:-

- (1) That the LICENSEE shall get the design/drawings/specifications and estimate for constructing the works approved from the Engineer-in-charge in advance. The LICENSEE shall also obtain approval to the plans under provision of all the laws governing the matter.
- (2) That the work of construction shall be carried out by the LICENSEE as per instructions and under supervision of the Engineer-in-charge or his authorized representatives and the entire cost of construction shall be borne by the LICENSEE only.
- (3) That before starting the construction work, the LICENSEE shall obtain prior permission in writing for the purpose from the Engineer-in-charge and the works shall be carried out in such a manner that it shall not affect the working of the canal/drain for which necessary location and the methodology to be adopted shall be got approved from the Engineer-in-charge in advance and the work shall be completed within 12 months from the date of agreement in





accordance with the drawings and specifications approved by the **Engineer-in-charge**.

- (4) That the **LICENSEE** shall be responsible for taking all necessary safeguards and precautionary measures against damages to the existing Canal/drain and the other existing appurtenant works during and after construction of his works and shall be liable for the damages caused to the existing works, if any.
- (5) That the **LICENSEE** shall be responsible for restoring the canal/drain to its original condition after constructing road to the entire satisfaction of the **Engineer-in-charge** at his cost.
- (6) That the works constructed by the **LICENSEE** shall not be brought into use by him unless a completion certificate to the effect that all the works have been constructed laid in accordance with the approved drawings and specifications has been obtained by him from the **Engineer-in-charge**.
- (7) That the **LICENSEE** shall be responsible for carrying out any repairs/maintenance of his works as may be necessary and as may be directed by the **Engineer-in-charge** from time to time at his own cost and shall be liable for any damages caused to the canal/drain or otherwise suffered by the **Engineer-in-charge** due to inadequate or negligent maintenance/operation of his works.
- (8) That the **Engineer-in-charge** shall not guarantee the preservation of the **LICENSEE's** works from any loss or damage caused by rain, flood or any other reasons and the **LICENSEE** shall not claim any compensation for any such damages caused to his works.
- (9) That the **LICENSEE** shall not without the written permission of the **Engineer-in-charge** undertake any repairs, modifications/alterations or shifting of his works.
- (10) That in the event of any necessity at any time to carry out any remodeling/extension/improvement of the canal/drain or construction of any additional structures necessitating removal or shifting and/or reconstruction/relaying of the works of the **LICENSEE**, the entire cost of such removal/shifting/reconstruction/relaying of the said works shall be borne by the **LICENSEE**.



- (11) That the **LICENSEE** shall enjoy only the right of way in the Irrigation land of the canal/drain for his works as permitted by this agreement and the permission granted shall in no way be deemed to convey to him any other right whatsoever on this land.
- (12) That the **LICENSEE** shall not sell, transfer or otherwise dispose off the works permitted by this agreement or even the rights to use these works without obtaining prior written permission from the **Engineer-in-charge**.
- (13) That during the subsistence of this agreement, the works of the **LICENSEE** shall be deemed to have been constructed and continued only by the consent and permission of the **Engineer-in-charge** so that the right of the **LICENSEE** to use the works therefore shall not become absolute and indefeasible by lapse of time.
- (14) That the agreement shall remain in force until cancelled or terminated in the manner hereinafter expressed. Either party may terminate the agreement without assigning any reason at any time by giving **NINETY DAYS** notice in writing of its intention to do so. The **LICENSEE** shall not be entitled to any compensation for any loss caused to it by cancellation/termination of the agreement by the **Engineer-in-charge** nor shall it be absolved from any liability already incurred by him under this agreement.
- (15) That this agreement shall remain in force for a period of 5 years from the date of execution in the first instance and may or may not be renewed thereafter by **Engineer-in-charge**.
- (16) That in the event of cancellation/termination or otherwise refusal of the **Engineer-in-charge** to renew the agreement, the **LICENSEE** shall remove his works constructed across/along the canal/drain and restore the canal/drain to its original conditions to the entire satisfaction of **Engineer-in-charge** within a period of one month failing which **Engineer-in-charge** shall be at liberty to remove the same and the **LICENSEE** shall be liable for the expenses incurred.



- (17) Any notice or other documents to be served upon or given to the **LICENSEE** by the **Engineer-in-charge**, shall be deemed to have been sufficiently served or given if delivered or addressed at the last known address of the **LICENSEE** or sent by Registered Post to such address.
- (18) That the **LICENSEE** shall bear the cost of preparing, stamping and execution of this agreement.

IN WITNESS WHERE OF this agreement is signed and executed by both the parties on the day, month and year aforementioned in presence of the following witnesses:

Signature [Signature]  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Date \_\_\_\_\_

Signature [Signature] 12/01/17  
 Name RAJKUMAR DAGAR  
 Designation HEAD. ADMIN & SECURITY

Executive Engineer  
 Mewat Water Services Divn.  
 MUH

MAYAR INFRASTRUCTURE DEVELOPMENT  
 PVT. LTD. SOHNA, GURGAON  
 HARYANA-122103

(for and on behalf of the Governor  
 of Haryana)

Mayar infrastructure Development  
 Pvt Ltd.

In presence of

1. [Signature]  
 Sub Divisional Officer  
 Sohna Water Service S. Divn  
 SOHNA
2. [Signature] 12/1/17  
 SATPAL SINGH  
 MAYAR INFRASTRUCTURE DEVELOPMENT  
 PVT. LTD. SOHNA, GURGAON  
 HARYANA-122103
- Place: \_\_\_\_\_  
 Date: \_\_\_\_\_

No. 2986-87 /12-W

Dated: 23/6/2017

To,

The Sub Divisional Officer,  
Sohna W/S Sub Division,  
Sohna.

**Sub:           Developing and maintaining the pedestal (road) on right side of Gurgaon Canal from RD.66500 to 67900.**

Estimate cited under subject received from M/s Mayar Infrastructure Development Pvt. Ltd. Sohna, District Gurgaon vide letter dated 15.02.2017 is being sent to you in original duly countersigned by this office. The work will be executed by M/s Mayar Infrastructure Development Pvt. Ltd. Sohna, District Gurgaon at their own cost as per draft policy and PWD specification under your supervision. The approval of above work has been granted by the Govt. of Haryana vide Memo No.21/33/2014-51W dt. 09.05.2014. It is also added that as per draft policy, DD amounting to Rs. 120.722 Lacs was received from M/s Mayar Infrastructure Development Pvt. Ltd. Sohna, District Gurgaon which had already been sent to your office vide this office letter No.263/12-W dt. 12.01.2017 for PIT. Copy of agreement dt. 10.01.2017 as made between this office and M/s Mayar Infrastructure Development Pvt. Ltd. Sohna, District Gurgaon is attached herewith. This is for your kind information and compliance please.

*AA*  
*As above*

*23/6*  
Executive Engineer,  
Mewat Water Services Division,  
Nuh *aj*

CC:

1. M/s Mayar Infrastructure Development Pvt. Ltd. Sohna, District Gurugram. It is intimatd to execute the above work at your own cost under the supervision of SDO, Sohna W/S Sub Division, Sohna and follow all the term and condition of draft policy and PWD specifications.