

प्रेषक

वरिष्ठ नगर योजनाकार
हिसार परिमण्डल, हिसार ।

सेवा में

प्रशान्त कुमार पुत्र श्री औमप्रकाश निवासी,
मण्डी डबवाली, तहसील डबवाली,
जिला सिरसा ।

विषय:-

यादि क्रमांक- 742

दिनांक 27-2-12

अनापत्ति प्रमाण-पत्र जारी करने बारे-प्रशान्त कुमार सुपुत्र श्री औमप्रकाश निवासी मण्डी
डबवाली तहसील-डबवाली जिला सिरसा ।

हवाला:-

जिला नगर योजनाकार, सिरसा कार्यालय के पत्र क्रमांक-516 दिनांक 21.02.12 के सन्दर्भ में ।

विषयक सन्दर्भ में अवगत करवाया जाता है कि उपरोक्त बारे हवालाधीन पत्र के अन्तर्गत जो रिपोर्ट एवं दस्तावेज इस कार्यालय में प्राप्त हुए हैं, में दिये गये विवरण अनुसार आवेदनकर्ता प्रशान्त कुमार सुपुत्र श्री औमप्रकाश द्वारा आवेदित स्थल भूमि खसरा नं०- 30//8/2 कुल रकबा 864 वर्गगज गांव डबवाली तहसील डबवाली व जिला सिरसा में होटल/रैस्टोरेन्ट बनाने के लिए अनापत्ति प्रमाण-पत्र बारे आवेदन किया हुआ है । आवेदित स्थल शहरी क्षेत्र डबवाली एवं पुरानी नगरपालिका सीमा डबवाली के अन्दर पड़ता है तथा किसी भी नियन्त्रित क्षेत्र से बाहर पड़ता है । आवेदित स्थल डबवाली चौटाला अनुसूचित सड़क पर पड़ता है । जिला नगर योजनाकार, सिरसा कार्यालय द्वारा विषयक केस में अर्बन एरिया एक्ट नं०-8 वर्ष-1975 की धारा -7 (i) की उल्लंघना नहीं माना है ।

अतः प्राप्त रिपोर्ट एवं दस्तावेजों के मध्यमजर उपरोक्त आवेदनकर्ता द्वारा विषयक स्थल पर होटल/रैस्टोरेन्ट बनाने पर निम्नलिखित शर्तों के आधार पर इस कार्यालय को कोई आपत्ति नहीं है ।

1. यह अनापत्ति प्रमाण पत्र विषयक स्थल पर लागू अन्य विभागों के एक्ट्स एवं धाराओं से छूट प्रदान नहीं करता है ।
2. विषयक स्थल के नियन्त्रित क्षेत्र में आ जाने पर नियन्त्रित क्षेत्र से सम्बन्धित नियम एवं कानून लागू होंगे ।
3. विकास शुल्क एवं अन्य कोई राशि इस विभाग द्वारा मांगे जाने पर 30 दिन के अन्दर-2 देय होगी ।
4. विषयक स्थल पर निर्माण कार्य शुरू करने से पूर्व नगरपालिका डबवाली से नियमानुसार भवन प्लान स्वीकृत करवाने होंगे ।
5. आवेदनकर्ता द्वारा नियमानुसार फायर सैफ्टी प्रमाण-पत्र प्राप्त किया जायेगा तथा स्थल पर निर्माण नियमानुसार किया जायेगा ।
6. इस कार्यालय के पत्र क्रमांक 271-74 दिनांक 7.02.11 के अन्तर्गत जारी अनापत्ति प्रमाण-पत्र रद्द समझा जायेगा ।
7. उपरोक्त किसी भी शर्त को पूरा ना किए जाने की हालत में ये अनापत्ति प्रमाण पत्र अपने आप रद्द हो जायेगा ।

वरिष्ठ नगर योजनाकार
हिसार परिमण्डल, हिसार ।

पृ० क्रमांक-

दिनांक

इसकी एक प्रति निम्नलिखित को हवालाधीन पत्र के सन्दर्भ में सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित की जाती है ।

1. वरिष्ठ नगर योजनाकार, (ई० एण्ड वी०) हरियाणा, चण्डीगढ़ ।
2. जिला नगर योजनाकार, सिरसा ।
3. सचिव, नगरपालिका डबवाली ।

वरिष्ठ नगर योजनाकार
हिसार परिमण्डल, हिसार ।



EXECUTIVE ENGINEER, PROVINCIAL DIVISION NO. I,
PWD B & R BRANCH, SIRSA

To

Parshant Kumar S/o Sh. Om Parkash,
Owner Prop. Parrot Hotel Pvt. Ltd.
Mandi Dabwali in Sirsa Distt.

Memo No :

305

Dated:

02-2-11

Sub:-

Permission/ No-Objection Certificate for approval to Parrot Hotel Pvt. Ltd. owned by Sh. Parshant Kumar S/o Sh. Om Parkash at Dabwali Sangria Road km.2.64 (LHS) MDR No.105, within M.C. limit at Dabwali in Sirsa Distt.

Ref:-

Your application dated 19.01.2011.

In this connection, it is submitted that there is no objection for construction of service road/ land from Sh. Parshant Kumar at Mandi Dabwali, in th name of M/s. Parrot Hotel Pvt. Ltd., V.P.O. Mandi Dabwali in Distt. Sirsa (Haryana) subject to the following conditions:-

1. That on the completion of the said work, that part of the approach road which lies with in 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.
2. 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 to 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.
3. That within 6 months of a notice duly given to the licensee/licenses in this behalf, the licensee/licensees 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/licensees shall note the entitled to any compensation on account of such removal or restoration.
4. 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/licensees on to the Govt. road.
5. That the licensee/licensees shall not, without the prior permission in wirting 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.

6. That the licensee/licensees 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.
7. That the licensee/licensees shall be liable for any lose or damage caused to the Govt. by drain obstruction or any other like cause due to the said approach road or the drainage work.
8. That the permission granted by this license shall not in any way be deemed to convey to the licensee/licensees any right into or over, or any interest in Govt. land other than that herein expressly granted.
9. 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.
10. 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.
11. 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.
12. That the license hereby granted shall not be transferable.
13. That the licensee/licensees shall bear the cost of stamp and attestation of this agreement.
14. 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.
15. Notwithstanding any thing contained in clause-4, this license can be cancelled at any time by the licensor 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.
16. 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.
17. 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.
18. The takeoff point of approaches through service road shall be improved according to MORT&H/PWD design.
19. Before constructing the approach road, NOC may also be obtained from the Forest Department.

20. The radius of curve in the out (Egress) and entrance (Ingress) should be as per IRC-12 2009 and not less than 13.00 Mtr. (Minimum) and width 7.5M minimum
21. The buffer strip should not be less than 12.00 Mtr. long and would extend 3.0 Mtr. minimum in side fuel station plot as per IRC 12-2009 clause 6.1.5. However, condition does not apply.
22. The distance from a junction should not be less than 300 Mtr. as per clause 4.5 of IRC 12,2009 which has not been shown in the location plan. However, condition does not apply.
23. By installation of proposed new retail out let there should be no encroachment on PWD Land at the time of execution of work and also thereafter. The ROW of this road is 12.20 Mtr. wide which has also been shown in the location plan. However, condition does not apply.
24. The top level of approaches should be lower than the existing road and gradient should be 5%.
25. No pucca structure will be constructed on PWD Land boundary to obstruct the visibility of the road users.
26. The Fuel station shall not be located within a distance of 1000 Mtr. from any barrier i/c toll plaza and railway level X-ing as per clause 4.7 of IRC 12, 2009. However, condition does not apply.
27. There shall be adequate drainage system on the access to the Fuel station and inside its area so as to ensure that surface water does not flow over the road or any water logging takes place, for this purpose, the Fuel station and access area would be at least 300mm below the level at the edge of the shoulder on the road as per IRC-12, 2009 clause-7. However, condition does not apply.
28. It should be ensured that the location of the proposed retail outlet does not interfere with future improvements of the road and nearby intersection/junction if any as per clause 4.2 of IRC 12, 2009. However, condition does not apply.

D.A. / Nil

Jeeva
Executive Engineer,
Provl. Division No.1,
PWD B&R Br., Sirsa.

Endst.No.:-

Dated:-

Copy of above is forwarded to S.D.E. Provl. Sub Division Dabwali for information with reference to his memo No.18 dated 24.01.2011. Bank draft No.364006 & 364007 dated 02.02.2011 for Rs. 75000/- and GR. No. 0000005, book no. 4231 dated 24.01.2011 for Rs. 5000/- for account in your case book

D.A. / Bank draft No. _____ dated 02.02.2011 for Rs. 75000/-
GR. No. 0000005, book no. 4231
dated 24.01.2011 for Rs. 5000/-

Executive Engineer,
Provl. Division No.1,
PWD B&R Br., Sirsa.