

No. RW/CH/HR/NH-1/km 196.090 (RHS)/NOC/3/2013 | 3776-77
Government of India
Ministry of Road Transport & Highways
Regional Office, Kendria Sadan, 6th Floor, Sector 9A, Chandigarh

5404
14.12

To,

Date: 28th November, 2018

PD NHAI, PIU Ambala.

Sub: Proposal for access permission to Private Property of "M/s Sawan Kirpal Ruhani, at km 196.090 (RHS) on NH - 1 (New NH 44) at Kuldeep Nagar, Distt - Ambala, in the State of Haryana - Final access permission reg.

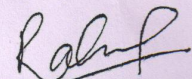
Ref: (i) Your letter no. 11029/NHAI/PIU/AMB/3096 dated 29.10.2018.

(ii) Your letter no. 11029/NHAI/PIU/AMB/1090 dated 14.06.2018

Sir,

Please refer to your letter cited under reference above submitting therewith the proposal for final permission for subject Private property. The same has been examined and based on your completion certificate and recommendation, the final permission is hereby granted. A copy of signed license deed for 5 years period is enclosed herewith.

Yours faithfully,



Assistant Executive Engineer
For Highway Administration

Copy to: M/s Sawan Kirpal Ruhani



हरियाणा HARYANA

P 700625

LICENCE FOR THE USE OF NATIONAL HIGHWAY LAND

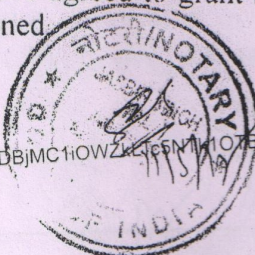
AGREEMENT TO construct an Access road with necessary provision for drainage, Road Signs and marking to Darshan Ashram/ Darshan Academy "M/s Sawan Kirpal Ruhani Mission" Private Property abutting on the boundary of National Highway No.-1(New NH-44) at Km. 196.090(RHS), Khewat No. 2842,600 Khatauni Nos. 3365,680 Khasra Nos. 27//1/2/3(0-6), 27//2/2(1-4), 27//9/2/1/1(3-11), 27//1/1/1(2-7), 27//26(0-10) at Kuldip Nagar, Distt Ambala (Haryana).

AN AGREEMENT made this 28th day of November year two thousand and ~~eight~~ between 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 **M/s Sawan Kirpal Ruhani Mission** on NH-1(New NH-44) at Km. 196.090(RHS) at Kuldip Nagar, Distt Ambala here is after called "The Licensee" (Which expression shall unless excluded by or repugnant to the context, include the said Licensee's successors, heirs, executors, administrators and assigns) of the other part.

WHEREAS THE Licensee has applied to the Government for permission to construct on the Government land an access road with necessary provision for drainage, Road Signs and Marking to his property abutting on the boundary of NH-1(New NH-44) at Km. 196.090(RHS) at Kuldip Nagar, Distt Ambala more particularly described in the schedule annexed hereto and shown in the drawing attached hereto (hereinafter referred to as "the said premises")

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

[Signature]



<https://outlook.office.com/mail/inbox/id/AAQkADNIZmlyYmlzLTRlOTlINDBJMC10WZkic5N110ZBjNDRIYwAQAAeOgXs1dy9MqIhLV8XK3Yo%3D/s...>

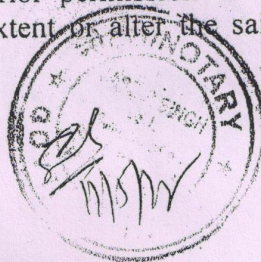
434 Amhels - Outlook

NOW, this agreement witness that, in consideration of the terms & Conditions hereinafter contained and on the part of the licensee to be observed and performed, the Government hereby grants to the and WHEREAS THE GOVT. have agreed to grant such permission on the terms and conditions hereinafter mentioned.

NOW, this agreement witness that, in consideration of the terms & Conditions hereinafter contained and on the part of the licensee/licensees to be observe and perform, the Govt. hereby grants to the license/licenses permission to construct an access road to said premises as per approved drawing attached subject to the following terms and conditions, namely:-

- (i) That the said access road shall not be brought into use after its completion until the Highway administration gives a completion certificate after satisfying himself that it has been completed as per the sanctioned drawings and specifications and issue duly signed License deed by Highway Administration.
- (ii) That on the completion of the said work, that part of the access road which lies within the limits of government land together with any culvert or drain therein constructed shall become the absolute property of the Government, subjects to the rights of the licensee to use the same for egress and ingress.
- (iii) That the licensee shall at his own cost keep the said access road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Highway Administration.
- (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 access road or any drainage work constructed in connection therewith and restore the land to its original condition, when required to do so by the Government or by any person duly authorized on its behalf, the licensee shall not be entitled to any compensation on account of such removal and restoration.
- (v) That the access 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 prior permission in writing of the Highway Administration in any way extent or alter the said access road or any culvert or drainage therein.

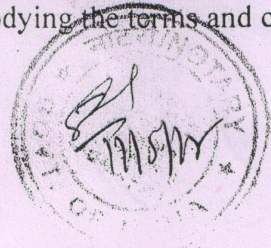
Amma *✓*



- (vii) That the licensee shall at all time permit any duly authorized officer or servant of the Government/NHAI to inspect the said approach road including any culvert or drainage therein. He shall keep the said service road/access 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.
- (viii) That the licensee shall not object to any future extension or improvement of service road/access road or any shifting of its connection with Highways.
- (ix) That the licensee shall pay the fees in accordance in Highway administration rules whenever asked by Highway Authority.
- (x) That the licensee/licensees shall be liable for any lose of damage caused to the government by drain obstruction or any other like cost due to the said access road or the drainage work.
- (xi) 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 Government land other than that herein expressly granted.
- (xii) That in case the said access road is destroyed, this license shall determine and the license/licensees shall not be entitled to claim any right to construct another access road in lieu of that so destroyed.
- (xiii) That during the subsistence of this license, the said access 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 license/licensees to use the same shall not become absolute and indefeasible by lapse of time.
- (xiv) That, if the licensee fails/licensees fail to execute any work which he has/they have agreed under this agreement of the full satisfaction of the Highway administration, the work shall be executed by the Highway Administration at the cost of license/licensees; and the expenditure incurred shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open the Government in this behalf.
- (xv) 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 Government embodying the terms and condition herein before.

Signature

✓



- (xvi) That if and when parallel service roads are constructed the access to premises shall be from the service road alone as determined by the Highway Administration and no claim for compensation shall be entertained on the account.
- (xvii) That this agreement shall remain in force for five 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.
- (xviii) That the license hereby granted shall not be transferable.
- (xix) That the licensee/licensees shall bear the cost of stamping and execution of this agreement.

Notwithstanding anything contained in clause 4, this license can be cancelled at any time by the licensor through the Highway Administration, for breach of any of the terms and conditions of the license and the licensee shall not be entitled of any compensation for loss caused to him by such cancellation nor shall be absolved from any liability already incurred by him under this agreement. The licensee shall at his own cost remove the access road lying within the boundary of the Government land and restored the Government land to its original condition. In the event of the licensee refusing to do so, the restoration of the Government land to its original condition shall be done by the Highway Administration, at the cost of the licensee and the expenditure incurred shall be recoverable from the licensee as an arrears of land revenue without Prejudiced to and other remedies which may be fixed to Government in this behalf.

LAND SHEDULE

| | | |
|-------|---|-----------------|
| EAST | : | Other's Land |
| WEST | : | Other's Land |
| NORTH | : | Other's Land |
| SOUTH | : | NH-1(New NH-44) |

Amuz



U

(IN WITNESS WHERE OF this agreement is executed in duplicate by the parties hereto on the dates mentioned below their respective signature.

Signed by:-

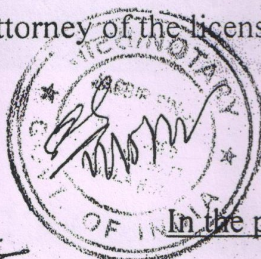
A.P Sharma Secretary
M/s Sawan Kirpal Ruhani Mission

For the behalf of
President of India
Ministry of Road Transport & Highways
Govt. of India
Chandigarh

The Licensee:
The constituted attorney of the licensees

Designation
Ministry of Road
Transport & Highways

7/8/18



In the presence of

(1) Signature (Name in full)

R. K. HANDA

(1)

Signature (Name in full)

Ministry of Road Transport & Highways
Govt. of India
Chandigarh
Address

Address H-10 39 ERTA
Vihar Ambala Cantt

(2) Signature (Name in full)

Jenny Singh

Address

Sey Sawan Kirpal
Ruhani Mission
4877 Sewi Amb
Vihar AICANT

(2)

Signature (Name in full)

Ministry of Road Transport & Highways
Govt. of India
Chandigarh
Address

ATTESTED
NOTARY PUBLIC

5 years NOC of culvert.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport and Highways, Govt. of India)
परियोजना कार्यान्वयन इकाई / Project Implementation Unit -Ambala.

दूरभाष :- 0171-2521361
फैक्स :- 0171-2520361
ई-मेल :- amb@nhai.org
& :- piuambala@gmail.com

11029/NHAI/PIU/AMB/3714

To

21.12.2018

M/s Sawan Kirpal Ruhani
NH-44, Kuldip Nagar, Ambala Cantt.
Haryana

Sub: Proposal of access permission to private property "M/s Sawan Kirpal Ruhani" at Km 196.090 (RHS) of NH-1(New NH-44) Kuldeep Nagar, Distt- Ambala in the state of Haryana.

Sir,

I Your proposal for final access permission to private property "M/s Sawan Kirpal Ruhani" at Km 196.090 (RHS) of NH-1(New NH-44) Kuldeep Nagar, Distt- Ambala in the state of Haryana has been accepted for 5 years by the Highway Administration, RO-MoRTH vide letter no RW/CH/HR/NH-1/Km 196.09 (RHS)/NOC/3/2013/3776-77 dated 28.11.2018, (Copy enclosed).

Yours sincerely,

(Nirmal Kumar)
Manager (Tech.)

For Project Director, PIU-Ambala

Encls : 01 Files

For information to: (i) The Team Leader, M/s L.N. Malviya Infra Project Pvt Ltd. Ambala City

(ii) M/s Panipat- Jalandhar NH-1 Tollway Pvt Ltd, Ambala City

प्रधान कार्यालय: जी-5 एव 6, सेक्टर-10 द्वारका, नई दिल्ली-110075