

To

The District Magistrate,  
Sirsa.

Memo No : 8737

Dated: 29/12/21

**Sub:-** Application for No Objection Certificate for **setting up of new retail outlet at khewat no. 297, khatoni no. 461, khasra no. 747/2/1/4, village Kalanwali, on Kalanwali-Desu Road Tehsil Kalanwali & Distt. Sirsa, Haryana.**

**Ref:-** Your Office Memo No. 1527-36/P.L.A dated 02.04.2021.

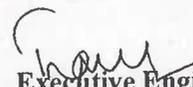
In this connection, it is submitted that as per decision taken in the meeting held under the chairmanship of worthy Superintending Engineer Hisar Circle, PWD B&R Br., Hisar on 15.12.2021 and approved vide memo no. 9370 dated 15.12.2021. There is no objection to this department for installation of Bharat Petroleum Corporation Ltd at khewat no. 297, khatoni no. 461, khasra no. 747/2/1/4, Village Kalanwali on Kalanwali-Desu Road (ODR) (Road ID 5750) km. 34.910 (LHS), Distt. Sirsa in Sirsa Distt subject to the following condition as under:-

1. That on the completion of the said work, that part of the approach road which lies within the limits of Govt. 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 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.
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 therewith 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 not be 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 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.
6. That the licensee/licensees shall at all times 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 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.
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 fails 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. wide and should be 12.00 Mtr. from center of ROW (right of way) as per IRC-12-2009 clause 6.1.5.
22. The distance from a junction should not be less than 300 Mtr. as per clause 4.5 of IRC 12-2009 which has been shown in the location plan.
23. By installation of proposed new Retail Outlet there should be no encroachment on PWD Land at the time of execution of work and also thereafter.
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.
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
- 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.
- 29 No Parking shall be permitted on the PWD land boundary obstructing in free flow of vehicular traffic on the road.
- 30 The guidelines of Punjab road scheduled Act if applicable will be strictly followed.
- 31 The pavement of the access road i/c deceleration & acceleration lanes, connecting approaches , service road should have sufficient strength for the expected traffic for the designed period as per IRC guidelines/ instructions issued from time to time.
- 32 The proper slab type culvert as per IRC recommendation shall be constructed by the owner and will be maintained himself in future at his own cost in the access, so that surface water is drained through the opening of the grating. No water should be accumulated along the PWD road/berms.
- 33 The applicant shall install all the requisite road signs as per IRC-67 & provide road markings as per IRC-35.
- 34 Retail Outlet will be only through service road. No direct access on road will be allowed. The cost of this service road will be borne by the owner of the Retail Outlet.
- 35 Necessary rent fee/ license charge/ requisite fee to be levied as per aforesaid Rules will have to be deposited by the applicant in the Government Account well in time. The lease money as per instruction issued by the Engineer-in-Chief, Haryana PWD B&R Chandigarh vide memo No. 4964-5033/General dated 23.06.2011 will be deposited by the owner @ 40,000/- lum sum as land use for access to Retail Outlet for 15 years i.e. validity of license deed period at the earliest.
- 36 The NOC will be considered withdrawn/ cancelled in case of non-compliance of any instructions / guidelines by the applicant & if any information/ detail submitted by him is found wrong later on at any stage.
- 37 The client/retail outlet owner will be responsible for non-compliance of instructions/guidelines & consequences arising thereafter i/c withdrawal/cancellation of this approval/NOC/dismantling of all construction at his risk & cost etc. etc. & also for submitting wrong information / details if found later on at any stage.

**D.A. / One Drawings**

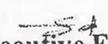
  
Executive Engineer,  
Provl. Division No.1,  
PWD B&R Br.,Sirsa.

**Endst.No.:-**

**Dated:-**

Copy of above is forwarded to S.D.E. Provl. Sub Division, PWD B&R Br. Dabwali for information w.r.t this office Memo No. 665 Dated 13.09.2021. The layout plan of the proposed land is enclosed herewith. You are advised to keep strict watch over construction as per plan. If true is an any deviation the same should be brought to this office immediately failing which you will be personally responsible for the consequencies. The Bank Draft No. 535761 dated 28.12.2021 from P.N.B., Kalanwali for Rs. 40,000 (ODR) is also sent herewith for account in your cash book. Process fee Rs. 10000/- vide DD No. 535602 (PNB, Kalanwali) Dated 04.09.2021 is already stand deposited with you.

**D.A. / DD from Punjab National Bank, Kalanwali  
Bearing no. 535761 dated 28.12.2021 For Rs. 40000/-  
& No 535602 Dated 04.09.21 for Rs. 10000/- (Process fee)**

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