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To

Sh. Gobind Pal and Jasvinder Prop. of Gupta Resorts Village Goriwala.

Memo No. 3338. Dated 16.05.2022

Sub:

No Objection Certificate for Access Permission to other Property of Sh. Gobind Pal and Jasvinder, Prop. of Gupta Resorts situated at Goriwala on Goriwala Ghukanwali road at Km. 0.00 to 1.00 (RHS) in village Goriwala District Sirsa.

Ref:

Your online application received through website haryanapwd.gov.in (investharyana.gov.in) vide application 14182 online approved by Head Office.

In this connection, it is submitted that as per online approval of the above case file by competent authority on the site haryanapwd.gov.in (investharyana.gov.in) this office has no objection for Access Permission to Gupta Resorts situated at Goriwala on Goriwala Ghukanwali road at Km. 0.00 to 1.00 (RHS) in village Goriwala in the Taluka of village Goriwala Sub-Tehsil Goriwala District Sirsa subject to the following term and conditions namely:-

- That the said access road shall not be brought into use after its completion until the Competent Authority 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 Competent Authority.
- ii) That on the completion of the said work, that part of the access road, which lies within the limits of Government road land together with any culvert or drain therein constructed shall become the absolute property of the Government subject to the rights of the licensee/licensees to use the same for ingress and egress.
- iii) The licensee/licensees, shall at his/their own cost keep the said access road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Competent Authority.
- iv) That within six months of a notice duly given to the licensee/licensees in this behalf, the licensee/licensees shall at his/their own cost remove the said access road or any drainage work constructed in connection therewith the 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/licensees 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/licensees on to the Government road.

- vi) That the access road shall not, without the prior permission in writing of the Competent Authority in any way extend or alter the said access road or any culvert or drainage therein.
- vii) That the licensee/licensees shall at all time permit any duly authorized officer or servant of the Government/Department to inspect the said access road including any culvert of 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/licensees shall not object to any future extension or improvement of service road/access road or any shifting of its connection with roads.
- ix) That the licensee shall pay the fees in accordance with prescribed in guidelines whenever asked by concerned authorities.
- x) That the licensee/licensees shall be liable for any loss or damage caused to the Government by drain obstruction or any other like cause 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 licensee, 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 licensee/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 have agreed under this agreement to the full satisfaction of the Competent Authority, the work shall be executed by the Concerned Authority at the cost of licensee 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 to Government in this behalf.
- xv) That the licensee 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 conditions herein before.
- 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 Competent Authority and no claim for compensation shall be entertained on that account.
- xvii) 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.

- xviii) That the licensee hereby granted shall not be transferable.
- xix) That the licensee/licensees shall bear the cost of stamping and execution of this agreement.
- XX) Not-withstanding anything contained in guidelines, this licensee can be cancelled at any time by the licensor through the concerned authority for breach of any of the terms and conditions of licensee and the licensee/licensees shall not be entitled to any compensation for loss caused to him/then by such cancellation not shall be absolved from any liability already incurred by him/then under this Agreement. The licensee/licensees shall at his/their own cost remove access road lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/licensees refusing to do so, the restoration of the Government Land to its original condition shall done by the this Department 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 Government in this behalf.

This is for your kind information & necessary action.

DA/Nil

Executive Engineer Provl. Division No.1 PWD B&R BR., SIRSA

Endst. No.

Dated

A copy of the above is forwarded to Sub Divisional Engineer, Provl. Sub Division No 6 Sirsa for information with reference to check list submitted in division office. The layout plan of the proposal land is enclosed herewith. You are advised to keep strict watch over construction as per plan. If there is any deviation the same should be brought to the notice of this office failing which you will be personally responsible for the liabilities. The processing fee for amounting to Rs. 10000/- vide D.D. No. 585551 dated 04.01.2022 and same has already been received by your office & now one time lease money deposited online in the portal by the applicant vide GRN No. 90317260 dt. 05.11.2022 amounting for Rs. 40,000/- copy of GRN is also sent herewith for taking on your cash book.

DA/Case file alongwith
Receipt of online payment for Rs. 40000/-

Executive Engineer Provl. Division No.1 PWD B&R BR., SIRSA

Endst. No.

Dated

A copy of the above is forwarded to Head Draftsman, Provl. Division No.1 PWD B&R Branch Sirsa w.r.t. submit his report to Division Office.

DA/Nil

Executive Engineer Provl. Division No.1 PWD B&R BR., SIRSA