



PUBLIC WORKS DEPARTMENT, HARYANA
(Buildings and Roads Branch)

Office of the Executive Engineer,
Provl. Division No. II,
PWD (B&R) Br., Sirsa
(Haryana)-125055
Tel.- 01666-222959

Email: pwd-eepd2-sirsa@hry.nic.in

No. 503 Dated 12-2-15

To

The Deputy Commissioner,
Sirsa.

Sub:- No Objection certificate for approach to M/s Green Island Resorts at Village Ram Nagria on Sardulgarh-Sirsa-Ellenabad road SH-23 Km.32.10 RHS in Sirsa Distt.

Ref:- Your Office endst. No.10618-10623/MA dated 19.12.2014.

In this connection, it is submitted that there is no objection to this department for Construction of building for M/s Green Island Resorts (Prop. Sukhpal Singh S/o Sh. Gurjant Singh) on Sardulgarh-Sirsa-Ellenabad-Hanumangarh-Tibbi road (SH-23) at Village Ram Nagria in Km..32.10 (RHS) in Sirsa Distt. subject to the following conditions:-

1. The guidelines of Punjab schedule Road Act will be strictly followed.
4. The Drawings submitted by the applicant will be strictly followed.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

(72)

10. 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.
11. 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.
12. 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.
13. 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.
14. That the license hereby granted shall not be transferable.
15. 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.
16. Not-withstanding 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 loss 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.
17. 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.
18. 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.
19. There should be no encroachment on PWD Land at the time of construction of building the "M/s Green Island Resorts" (Marriage Palace) and also thereafter.
20. No parking shall be permitted on the PWD land boundary obstructing in free flow of vehicular traffic on the road.
21. The guidelines given in IRC-62 regarding access to private properties will be strictly followed.

D.A. / NIL

Endst.No.:-

Dated:-

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

Copy of above is forwarded to the Sub Divisional Engineer, Provl. Sub Division No.5, PWD B&R Br., Sirsa for information with reference to his memo No. 821 dated 31.12.2014. Bank draft No.681805 Dt. 16.01.2015 for Rs.80,000/- are sent herewith for account in your cash book. He should inspect the site during the construction of access to ensure that this is constructed as per conditions laid down above.

D.A. / 1. Bank draft No.681805 dated 16.01.2015
for Rs.80,000/-

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

DIRECTORATE OF TOWN & COUNTRY PLANNING, HARYANA

SCO 71-75, Sector 17C, Chandigarh

Phone: 0172-25493491 e-mail: tcpphy@gmail.com

<http://tcpphyana.gov.in>

Regd.

To

Sukhpal Singh S/o Sh. Gurjant Singh,
Dalvinder Singh S/o Sh. Darshan Singh,
R/o Village Ram Nagaria, Distt. Sirsa

Memo No. SA-619/PA(SN)/2015/ 9441 Dated: 5/6/15

Subject: Request for grant of change of land use permission for setting up Resort in the revenue estate of village Ram Nagaria, Tehsil and Distt. Sirsa- Sh. Sukhpal Singh and Sh. Dalvinder Singh.

Ref: Your application dated 18.02.2015 on above cited subject.

Your request for grant of change of land use permission for setting up Resort over an area measuring 15919.61 sq. mtrs. (after excluding an area measuring 6185.61 sq m falls in 45 m wide green belt) Comprising Khasra No. 40//11, 12, 19min, 20min, 21min in the revenue estate of village Ram Nagaria Tehsil and Distt. Sirsa in controlled area Sirsa has been considered and it has been decided in principle to grant permission for change of land use on the land as shown in the enclosed site plan. Therefore, as per requirement of the provisions of Rule 26-C of Rules, 1965 you are hereby required to fulfill the following terms and conditions in accordance with Rule 26-D of Rules 1965 and submit the following documents as prerequisite:

1. An agreement deed on prescribed CLU-II Performa (Specimen Enclosed) on the Non-Judicial Stamp Paper of ₹ 10/- as required under the provisions of the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and Rules, 1965 framed there under.
2. A sum of ₹ 47,75,883/- on account of conversion charges @ ₹ 300/- per sq. mtrs. be sent through Bank Draft in favour of the Director, Town & Country Planning, Haryana payable at Chandigarh.
3. An affidavit on Non-Judicial Stamp paper of ₹ 10/- duly attested by 1st Class Magistrate that you shall pay the External Development Charges as and when the site comes within urbanizable limit.
4. An undertaking on Non-Judicial Stamp Paper of ₹ 10/- that you shall pay the additional amount of Conversion Charges for any variation in area at site in lump sum within 30 days as and when detected and demanded by the Director General, Town & Country Planning, Haryana, Chandigarh.
5. An affidavit on Non-Judicial Stamp Paper of ₹ 10/- duly attested by 1st Class Magistrate that no other application for grant of license/CLU permission for the Khasra Nos. covered under the present CLU application stand submitted by you, which is pending for consideration/orders.
6. An undertaking on Non-Judicial Stamp Paper of ₹ 10/- that you shall give at least 75% employment to the domiciles of Haryana where the posts are not of technical nature and a quarterly statement indicating the category wise total employment and of those who belongs to Haryana shall be furnished to the G.M.D.I.C., Sirsa.
7. An undertaking on Non-Judicial Stamp Paper of ₹ 10/- that you shall get the Zoning/Building plans for the site approved from the Deptt. before commencing the construction at site and shall start construction within six months from issuance of final permission.

8. An undertaking on Non-Judicial Stamp Paper of ₹ 10/- that you shall pay 1% Labour Cess of the total project cost at the time of approval of building plans. Out of which 99% through bank draft in favour of the "Secretary, Haryana Building and Other Construction Workers Welfare Board, payable at Chandigarh" and 1% on account of Administrative Charges through bank draft in favour of the Director General, Town & Country Planning, Haryana, Payable at Chandigarh.
9. An undertaking on Non-Judicial Stamp Paper of ₹ 10/- that you shall not raise any construction within 45 mtrs. wide green belt, and shall not create any third party rights in this area shall not object to the acquisition if any at later stage.
10. An undertaking on Non-Judicial Stamp Paper of ₹ 10/- that you shall obtain Occupation Certificate from this Department after completing the building within two years of issuance of this permission.

As laid down under Rules 26-C, you are hereby called upon to fulfill the above said terms and conditions and submit the requisite documents within a period of 30 days from the date of issue of this letter (L.O.I.) On your failure, this letter shall stand withdrawn and permission shall be refused as per the provisions of Rule 26-C(2) of Rules 1965.

District Town Planner (HQ)
O/o Director General, Town and Country Planning
Haryana, Chandigarh

Endst. No:- SA-619/PA(SN)/2015/

Dated

A copy with a copy of site plan is forwarded to the following for information and necessary action:-

1. Senior Town Planner, Hisar.
2. District Town Planner Sirsa with the request that the dimensions and area of the site may be verified at site and variation if any be reported to the Directorate within a period of 15 days of the issuance of this letter failing which it will be assumed that there is no variation in the dimensions/area of the site.

District Town Planner (HQ)
O/o Director General, Town and Country Planning
Haryana, Chandigarh