



O/o Executive Engineer, Provl. Division No. I, PWD B&R BR., SIRSA.

pwd-eepl1-sirsa@hry.nic.in
pwdpl1sirsa@gmail.com

To

Manoj Bansal
S/o Sh. Pawan Bansal.
R/o 93-A C-Block Sirsa

Memo No.

Dated

Sub: - NOC – case for access permission to private property of Sh. Manoj Bansal S/o Sh. Pawan Bansal C/o M/s Bansal Industries at village Karamgarh on Sahuwala to Keharwala Road Km 1.76 to RHS in Sirsa Distt.

Ref: - Your application No. 131 dated 16.08.2019 received through online portal.

In this connection, it is submitted that there is no objection to this department for construct an industries at Village Karamgarh on Sahuwala to Keharwala Road Km.1.76 (RHS) Murba No. 80, Killa No. 7/1,7/2/2/1, 7/2/1/1, 6/1, 6/2, 10/2/1, 14/2/1, 14/2/2, 15/1, 17/2/1, 17/2/2, 23/1 and Muraba No. 81, Killa No. 10/1/2 in Distt. Sirsa, in favor of **Sh. Manoj Bansal S/o Sh. Pawan Bansal** subject to the following conditions: -

1. That on the completion of the said work, that part of approach road which lies within 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 applicant to use the same for ingress and egress.
2. That the applicant shall at his cost keep the said approach road if any culvert or drain there in, 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. That within 6 months of a notice duly given to the applicant in this behalf, the applicant 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 by the Govt. or by any person duly authorized on its behalf. The applicant shall note the entitled to any compensation on account of such removal or restoration.
3. That the approach road shall not be used for any purpose other than that of access to and agrees from the premises of the applicant on to the Govt. road.
4. That the applicant 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.
5. That the applicant 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.

6. That the applicant 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.
7. That the permission granted by this license shall not in any way be deemed to convey to the applicant any right into or over, or any interest in Govt. land other than that herein expressly granted.
8. That in case the said approach road is destroyed, this NOC shall terminate and the applicant shall not be entitled to claim any right to construct another approach road in lieu of that so destroyed.
9. That if the applicant fails to execute any work which they have agreed under this agreement to the full satisfaction of the Executive Engineer/Sub Divisional Engineer in charge the work shall be executed by the Executive Engineer/Sub Divisional Engineer in charge at the cost of applicant and the expenditure incurred shall be recoverable from the applicant as the arrear of land revenue without prejudice to any other remedies which may be open to Govt. in this behalf on permission of approach can also be cancelled.
10. That the applicant 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.
11. That the NOC hereby granted shall not be transferable.
12. That the applicant shall bear the cost of stamp and attestation of this agreement.
13. Noncompliance for revising of layout of access as directed by the Executive Engineer/Sub Divisional Engineer in charge in writing within specified period.
14. Notwithstanding anything contained in clause-4, this NOC can be cancelled at any time by the Executive Engineer in charge for breaching of any of the terms and conditions of the license and the applicant 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 license shall at their own cost remove approach road lying within the boundary of Govt. land and restore the Govt. Land to its original condition. If the applicant 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 applicant and the expenditure incurred shall be recoverable from the applicant as an arrear without prejudice to any other remedies which may be fixed by the Govt. in this behalf.
15. That this agreement shall remain in force for 15 years from the date of execution in the 1st 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.
16. No material shall be dumped on the pucca road at the time execution of approach road and there should be not any hindrance/inconvenience to the road's users and if existing road/structure damage cause during execution shall be restored by you are your own cost.
17. Before constructing the approach road, NOC may also be obtained from the Forest Department. The top level of approaches should be lower than the existing road and gradient should be 5%.
18. No pucca structure will be constructed on PWD land boundary to obstruct the visibility of the road users.

19. There shall be adequate drainage system on the access to the factory 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.
20. It should be ensured that the location of the proposed factory building does not interfere with future improvements of the road and nearby intersection/junction if any as per clause 4.2 of IRC 123, 2009 RD REVISION.
21. This NOC is meant for access to PWD road only. Before taking up the works of approach, applicant shall take permission from other related departments such as Forest, Town planning and Bridge etc.

DA/Nil

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

Endst.

Dated

Copy of above is forwarded to Sub Divisional Engineer, Provl. Sub Division No. 6 PWD B&R Branch, Sirsa for information with reference to his submitted in division office. The layout plan of the proposed 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 this office immediately, failing which you will be personally responsible for the consequences & the proceeding fee for amounting for Rs. 5,000/- deposited by the applicant vide D.D. No. 010143 dated 22.08.2019 and lease money amounting for Rs. 40,000/- deposited by the applicant online. The copy of challan also enclosed for received in your cash Book.

DA/Case File alongwith
Challan for Rs. 40000/- &
D.D. Rs. 5,000/- (Already sent to your office)

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

Endst.

Dated

9115
16-9-19
Copy of above is forwarded to the H.D.M. P-1 Sirsa for information w.r.t. submit his report in Division Office.

DA/Nil

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