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**PUBLIC WORKS DEPARTMENT, HARYANA**  
**(Buildings and Roads Branch)**

Office of the Executive Engineer,  
Provl. Division No. II,  
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No. 8401 Dated 19-12-14

To

The District Magistrate,  
Sirsa.

**Sub:- No objection Certificate for setting up of Retail outlet at Village Kagdana, Distt.-Sirsa in the Land comprising Khewat No.44, Khasra No.198/1/1(2-16) & Khasra No.199/5/2(4-0),199/6(6-3).**

Ref:- Your Office Endst. No. 2325-34/PLA dated 26.06.2014.

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 17.12.2014 there is no objection to this department for installation of Bharat Petroleum Corporation Limited Retail outlet at Village Kagdana on Sirsa-Ludesar-Bhadra road Km.32.717(RHS) MDR-104 Distt. Sirsa subject to the following conditions of IRC -12-2009:-

1. 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.
2. 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.
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 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.
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 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

7. 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.
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 falls 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 licenser 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 enterence(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 3.0 Mtr. wide and should be 12.00 Mtr. from centre 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 not been shown in the location plan.
23. By installation of proposed new retail out let 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

- 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 schedule Act if applicable will be strictly followed.

D.A. / NIL.

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

Endst. No.:-

Dated:-

Copy of above is forwarded to Sub Divisional Engineer, Provl. Sub Division, No.5, PWD B&R Br., Sirsa for information. Bank Draft No. 311861 dated 18.12.2014 for Rs.60,000/- for account in your cash book .

D.A. /1Draft No 311861 dated 18.12.2014 for Rs.60000/-

*Sd/*  
 Executive Engineer,  
 Provl. Division No.II,  
 PWD B&R Br., Sirsa