

Copy of...

The Chief Engineer, Punjab,  
P.W.D. B&R Branch, Patiala.

The Superintending Engineer,  
Construction Circle, PWD B&R Branch,  
Amritsar, Bathinda, Chandigarh, Faridkot,  
Ferozepur, Hoshiarpur, Jalandhar -I, Jalandhar -II,  
Ludhiana, Patiala-I, Patiala-II, Pathankot, Sangrur.

2210  
07-07-2

Dated: 23/8/07

M-56

Issue of No Objection Certificate for Petrol Pump.

The approved draft to be used for lease deed of Petrol Pump is  
for further necessary action.

Executive Engineer (B&R)  
for Chief Engineer, Punjab  
PWD B&R Branch, Patiala

Dated:

A copy of the above is forwarded to the following:-

The Secretary, Public Works Department (B&R), Chandigarh for his  
kind information with reference to discussion on dated 22.08.2007

The Chief Engineer (PRBBB), Chandigarh

Executive Engineer (B&R)  
for Chief Engineer, Punjab  
PWD B&R Branch, Patiala

Date: 08/10/07

Copy of the above is forwarded to the Executive Eng.  
Constn. Divn. No: I, Mohali/Constn. Divn., Rupnagar/Provincial  
Mohali/Circle Head Draftsman for information and strict compli:

DA/Asabove.

Superintending Engineer,  
Constn. Circle, Chandigarh.

- (i) That the licensee / licensees shall within three months from date of receipt of the permission, but without interfering in anyway with the highway traffic, complete the construction of the approach and (including deceleration / acceleration lanes) and shall make provision for drainage, signs and markings at his own cost and to the full satisfaction of the Executive Engineer according to the approved drawings and specifications. The said approach road shall not be brought into use after its completion until the Executive Engineer gives a completion certificate after satisfying himself that it has been completed as the sanctioned drawings and specifications. The Fuel Station would be energized by the concerned oil company only after completion certificate has been issued by the Executive Engineer.
- (ii) That on the completion the said work, that part of the approach road, which lies within the limits of Government road land together with any culvert of 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 approach road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Executive Engineer. The approach roads would be considered in proper conditions when they are free from potholes and patches. The culverts and drains would be kept in clean conditions to allow full discharge of the storm water, signs and markings to be kept at their respective locations and in clean condition for visibility at all times.
- (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 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 Government through its Executive Engineer. The Licensee /

Licenses shall not be entitled to any compensation on account of such removal and restoration.

- (v) 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 Government road.
- (vi) That the licensee / licensees shall not, without the prior permission in writing of the Executive Engineer in any way extend or alter the said approach road or any culvert or drainage therein.
- (vii) That the licensee / licensees shall at all times permit any duly authorized officer or servant of the Government to inspect the said approach road including any culvert or drainage therein. He shall keep the said approach 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 be liable for any loss or damage caused to the Government by drain obstruction or any other like cause due to the said approach road or the drainage work.
- (ix) 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.
- (x) That in case the said approach road is destroyed this license shall determine and the licensee/licensees shall not claim any right to construct another approach road in lieu of that so destroyed.
- (xi) That, during the subsistence of this license, the said approach 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.
- (xii) That, if the licensee fails / licensees fail to execute any work which he has / they have agreed under this agreement to the full satisfaction of the

Executive Engineer, the work shall be executed by the Executive Engineer at the cost of licensee / licensees; 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.

(xiii) 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 Government embodying the terms and conditions herein before.

(xiv) A fee of Rs.1,00,000/- (One lac only) for State Highways / Rs.80,000/- (Eighty Thousand only) for MDR / ~~Rs.60,000/- (Sixty thousand only) for ODR & Link Roads~~ shall be payable to execute this Agreement for the land for which the license is issued.

An further a fee of Rs.20,000/- (Twenty Thousand only) for State Highways, Rs.15,000/- (Fifteen thousand only) for MDR and ~~Rs.10,000/- (Ten thousand only) for ODR / Link Road~~ will be charged from the licensee / licensees per annum.

(xv) That if and when parallel service roads are constructed the access to fuel station shall be from the service road alone as determined by the Executive Engineer and no claim / compensation shall be entertained on the account.

(xvi) 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.

(xvii) That the license hereby granted shall not be transferable.

(xviii) That the licensee / licensee shall bear the cost of Stamp and attestation of this Agreement.

(xix) That the licensee / licensees will not make any addition / alteration in his premises without the written permission of the Executive Engineer.

(xx) The Plinth level of the premises will be kept min 6" below the level of the road.

(xxi) No rain water will be allowed on PWD land and for this purpose licensee will have to make rain harvesting arrangements in his own area.

Situations given below would be treated as violations of the license deed agreement and the Government would be within its right to ask the concerned Oil Company to de-energize the Fuel Station.

(i) Non-maintenance of deceleration lane, acceleration lane service road, drainage system, channelisers, markings, signs and other traffic control devices in good operating conditions (as specified in Para 4 (iii) during the period of license deed and not rectifying the shortcomings within the specified period as pointed out by Executive Engineer.

(ii) Non-compliance for revising the layout of access as directed by Executive Engineer in writing within specified period.

Notwithstanding anything contained in clause 4, this license can be cancelled any time by the licensor through the Executive Engineer for breach of any of the terms and conditions of license and the licensee / licensees shall not be entitled to any compensation for loss caused to him / them by such cancellation nor shall he be absolved from any liability already incurred by him / them under this

agreement. The licensee / licensees shall at his / their own cost remove approach road lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee / licensees failing to do so, the restoration of the Government to its original condition shall be done by the Executive Engineer, at the cost of licensee / licensees and the expenditure incurred shall be recoverable from the licensee / licensees as an amount without prejudice to any other remedies which may be fixed by Government in this behalf.