

To

The Reliance,  
Haryana SEZ Limited,  
Plot No. 206, Sector-55,  
Behind Ansal Institute of Technology,  
Gurgaon - 122011 (Haryana)

Memo No. 15049

Dated: 27/11/11

**Subject:** Permission / NOC for construction of access from SH-15A at Km 30.47 from Gurgaon on SH-15A village Dadri Toe, District Jhajjar.

**Reference:** Your letter No.RHSL/IC-III/Access/2011/003 Dated 21.6.2011.

In accordance with the plan showing the proposed access for approach road on SH-15A at Km 30.47 in Village Dadri in Jhajjar Gurgaon road, District Jhajjar Haryana submitted by you, permission is hereby accorded. The permission for access for approach road to identified area as shown in the Map and the schedule of land for approach road received vide your memo under reference is subject to the following conditions :-

- 1 That you will not violate any of the provision/ clause contained in the Punjab Schedule Road and Controlled Area Restriction of Unregulated Development Act 1963 or as per new amendment from time to time.
- 2 That the cross-drainage i.e. 1-1/2' dia H.P. culvert will be provided by the owner at his cost.
- 3 That no Pucca construction is allowed within 30M parallel to P.W.D. Boundary, Construction made if any, may be dismantled immediately. Any violation in the respect will automatically result to termination of N.O.C.
- 4 That applicant will have to deposit Lease Charges amounting to Rs. 80,000/- in favour of Executive Engineer, Provincial Division, PWD B&R Jhajjar within three days failing which this NOC may be considered as withdrawn.
- 5 That the access / approach road should be constructed at least 0.15 M lower than the PWD road level with onward slope from the edge of PWD Road.
- 6 That one speed breaker on the access/ approach road shall be provided at a suitable distance from metalled edge of PWD road.
- 7 That the approach road constructed in the PWD land will be the property of PWD Department but shall be maintained by the owner of property. The PWD Department shall have the right to remove the access/ approach road without any notice.

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Letter -4

For Model Economic Township Limited

Authorized Signatory

- 8 That the access/ approach road/ service road & Drainage systems shall be constructed after consulting and under the supervision of the Sub Divisional Engineer, Provincial Sub Division No.5, Jhajjar.
- 9 That the take off point shall be improved according to the land available to avoid accident
- 10 That there should be no encroachment on PWD road land in shape of fencing or boundary wall etc.,
- 11 The License hereby granted shall not be Transferable
- 12 That no material will be dumped by the owner on the carriageway.
- 13 This permission does not provide immunity to any of the provisions of any other Act/ Rules applicable in this area.

DA/As received

Executive Engineer,  
Provincial Division, PWD B&R Br.,  
Jhajjar.

Endst. No.

Dated :

Copy forwarded to the Sub Divisional Engineer, Provincial Sub Division No-5, Jhajjar for information and necessary action with reference to his memo No. 987 Dated 23.10.2011.

DA/NII

Executive Engineer,  
Provincial Division, PWD B&R Br.,  
Jhajjar.

Endst. No.

Dated :

Copy forwarded to the Superintending Engineer, Jhajjar Circle, PWD B&R Br., Jhajjar for information and necessary action with reference to Circle office memo No. 8620 Dated 9.11.2011.

DA/NII

Executive Engineer,  
Provincial Division, PWD B&R Br.,  
Jhajjar

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Letter-4





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Reliance


 RATAN SINGH  
 STAMP DOR  
 Teh. GURGAON

# LICENSE FOR THE USE OF STATE HIGHWAY LAND SEP 2011

1. AGREEMENT TO construct an approach road with necessary provision for drainage, signage and markings, to, Khewat No. 349, Khataoni Nos 418 Mustil No 100, Kila No 15, & Khewat No. 349, Khataoni No 418, Mustil No 100, Kila No 16/ part abutting on the boundary of S.H.15A Kilometer 30.470(RHS) in Survey No. .... of the village Dadri Toe in the Taluka of Jhajjar of the Jhajjar District

AN AGREEMENT made this ..... day of ..... Two Thousand Eleven between the Governor of Haryana (herein after called the Government which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and M/S Reliance Haryana SEZ Limited office at M/S Reliance Haryana SEZ Limited, Plot No. 206, Sector 55, Behind Ansal Institute of Technology Gurgaon-1220 11 herein after called "the licensee" (which expression shall, unless excluded by or repugnant to the context, include the said licensee's successor, heirs executors administrators and assigns) of the other part.

2. WHEREAS THE License has applied to the Government for Permission to construct on Government land, an approach road with necessary provision for drainage, signs and marking to his to his property abutting on the boundary of S.H 15 A in Km 30.470(RHS) in the Jhajjar Taluka of the Jhajjar District more particularly described in the schedule annexed here to and shown in the drawing attached hereto ( hereinafter referred to as "the said premises" ).
3. AND WHEREAS THE GOVERNMENT has agreed to grant such permission on the terms and conditions hereinafter mentioned.
4. Now, this agreement witnessed that, in consideration of the terms and conditions hereinafter contained and on the part of the licensee to be observed and performed, the Government hereby grants to the licensee permission to construct an access road with necessary drainage, signs, and markings to the said premises as per approved drawings attached subject to the following terms and conditions, namely:-

- (i) That the licensee shall within three months from the date of receipt of the permission, but without interfering in any way with the highway traffic, complete the construction of the approach road (including deceleration/acceleration lanes) and shall make provision for drainage, signs and markings at his own cost and to

For Reliance Haryana SEZ Limited

Authorized Signatory

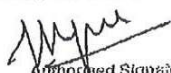
For Model Economic Township Limited

Authorized Signatory

the full satisfaction of the Executive Engineer, PWD B&R Br. Haryana 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 per the sanctioned drawings and specifications.

- (ii) That on the completion of the said work, that part of the approach 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 to use the same for ingress and egress
- (iii) The licensee shall at his 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
- (iv) That within six months of a notice duly given to the licensee in this behalf, the licensee shall at his 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 or by any person duly authorized on its behalf. The Licensee 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 on to the Government road.
- (vi) That the licensee shall not, without the previous permission in writing or the Executive Engineer in any way extend or alter the said approach road or any culvert or drainage therein
- (vii) That the licensee shall at all time 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 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 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 shall not be entitled to claim any right to construct another approach

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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 licensee to use the same shall not become absolute and indefeasible by lapse of time.

(xii) That, if the licensee fails to execute any work which he has agreed under this agreement to the full satisfaction of the Officer of PWD (B&R), the work shall be executed by the Executive Engineer 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

(xiii) 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.

(xiv) That no fees shall be charged for the license.

(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 that the officer of PWD B&R Br. and no claim/compensation shall be entertained on that account.

(xvi) That this agreement shall remain in force for three 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 shall bear the cost of stamp and attestation of this agreement.

5. Notwithstanding anything contained in clause 4, this license can be cancelled at any time by the licensor through the officer of PWD (B&R) Br. for breach of any of the terms and conditions of license and the licensee 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 shall at his 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 refusing to do so, the restoration of the Government land to its original condition shall be done by the PWD B&R, at the cost of licensee and the expenditure incurred shall be recoverable from the licensee as an arrear without prejudice to any other remedies which may be fixed by Government in this behalf.

For Reliance Haryana SEZ Limited

  
Authorized Signatory

For Model Economic Township Limited

  
Authorized Signatory

IN WITNESS WHEREOF this agreement is executed in two parties hereto on the dates mentioned below their respective signatures:

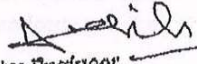
For Reliance Haryana SEZ Limited

For Reliance Haryana SEZ Limited

Authorized Signatory

Authorized Signatory

For and On behalf of the Licensee

  
Executive Engineer,  
Provincial Divn. P.W.D. R. & R. Br.  
For and On behalf of the

President of India

1. Name in full with Designation  
Signature:

1. Name in full with Designation  
Signature:

2. Name in full with Designation  
Signature:

2. Name in full with Designation  
Signature:

Schedule

North : Open Land

South : Open Land

East : Open Land

West : SH 15 A

For Model Economic Township Limited

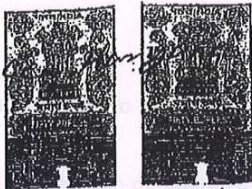
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Authorized Signatory



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**LEASE DEED**

14 SEP 2011

This grant of license made this ..... day of ..... 2011 by the Governor of Haryana (hereinafter referred to as the GOVERNMENT on one part) and M/s Reliance Haryana SEZ Limited having its office at Plot no 206, Sector 55, Behind Ansal Institute of Technology, Gurgaon -122011 acting through its authorized signatory Mr. Satwant Singh Grover, R/o A-21, Sheetal Apartments, Sector -14, Rohini, Delhi - 110085, for Khewat No. 349, Khataoni Nos 418 Mustil No 100, Kila No 15, & Khewat No. 349, Khataoni No 418, Mustil No 100, Kila No 16/1 abutting on Gurgaon Jhajjar Road (SH 15A) (hereinafter referred to as Gurgaon Jhajjar road) in village Dadri Toe, Tehsil and District Jhajjar at RD 30.470 Kms (RHS side) (hereinafter called the licensee on the other part).

1. Whereas the licensee has applied for permission to construct an approach road to their property abutting on Gurgaon Jhajjar Road
2. Subject to the terms and conditions hereinafter contained in this license shall be a term of 15 years from .....2011.
3. The licensee shall pay in advance the license fee of Rs. 1,00,000, (Rupees One Lakh Only) for a block of 15 years from the date of signing of this deed, as such time and in such manner as the Divisional Engineers Provincial Division PWD (B&R) Branch Jhajjar may require and shall also pay all rates, taxes and assessments, Municipal or otherwise which shall during the terms of this license be payable in respect of the said access. The licensee shall also pay all the arrear so far from the date of laying access after the said permission.
4. The licensee shall not assign or in any way transfer this license or any part thereof or the benefit of obligation there under without the consent in writing of the Executive Engineer and shall comply with all the requirements of the Executive Engineer, of Municipal or other authorities as the case may be.
5. The licensee hereby agrees to indemnify and hold the Government harmless against and shall pay to Government on demand all loss, expense, costs of damage in which Government may at any time be involved owing to the use of the land by the licensee whether for the purpose authorized by this agreement or otherwise.
6. The licensee shall construct the approach road at his own cost according to Public works dep't. specification and shall also provide at his own cost a proper junction to the approach road with the public works dep't. Metalled surface and metal and I or tar the

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public works dep't. road from the edge of the formation as desired by and to the satisfaction of the Government.

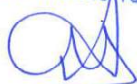
7. ~~The licensee may at any time determine to demolish the approach road at the complex gate by giving 6 months notice in writing no of rent shall however be allowed for broken period of less than a year.~~
8. In the event of the said land being required by the Government for any purpose whatsoever, the Government shall be entitled to terminate this license at any time by giving one month notice in writing to licensee or in the event of his absence by pasting the said notice on any structure or on the said land and the licensee shall not be entitled to any compensation whatsoever on account of such termination.
9. On the expiration of the term of this license or in the event of the early termination thereof it's herein provided, then in either such case the Licensee shall pull down or take up and remove the approach road on the said land and shall vacate the said land leaving in the same state as though this license had not been granted.
10. If any whenever the license fee hereby reserved or any part thereof shall be in arrear or unpaid for the space of one calendar month next after any of the days where on the same sought to be paid foresaid whether the same shall be legally demanded or not, the licensee shall fulfill his duty properly and if he fails to do so any of the terms and conditions of this license and on his part to be observed or performed then in any such case, it shall be lawful for government at any time thereafter and although it may not take advantage of some previous breach or default, to terminate this license forth with and to pull down or take up and remove the approach road at the cost of licensee and sell the material thereof and after retaining the amount of license fee due, if any and the cost of such demolition and sale a further sum of Rs.50 (Rupees fifty only) and to pay the balance of the money realized by the said sale, if any to licensee.
11. The licensee will be responsible to pay the damages to the road which may occur on account of the presence of the approach road to his property which will be payable within seven days of the issue of notice to him. The decision of the Executive Engineer, Provincial Division Jhajjar or his successor in the office would be final and binding on the licensee.
12. Where the context allows (a) the expression 'Government' used in these present shall include in addition to the Governor of the State of Haryana and in relation to any matter contained in or arising out of these presents every person duly authorized to act for or to represent the Governor of Haryana in respect of such matter or this and (b) the expression 'Licensee' used in these essence shall include M/s Reliance Haryana SEZ Limited acting through its authorized signatory
13. The stamp duty, if any, on this instrument shall be borne by the Government but the

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licensee shall register the same at his own cost. The schedule above referred comes under the approach to the property situated in the revenue estate of Village Dadri Toe Rd 30.470(RHS), Tehsil and District Jhajjar.

In witness thereof the parties herein to set their hands on this ---- day of ---- 2011 in the presence of the following witnesses.

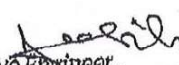
For ~~Model Economic Township Limited~~ ~~Reliance Haryana SEZ Limited~~



Authorised Signatory

Authorised Signatory

For and On behalf of the Licensee

  
Executive Engineer,  
Provincial Divn. P.W.D. R.R. & Br.  
For and On behalf of the

Government

In the presence of:

1. Name :
2. Occupation :
3. Address :

1. Name :
2. Occupation :
3. Address :

For Model Economic Township Limited

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