

ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AA 439984

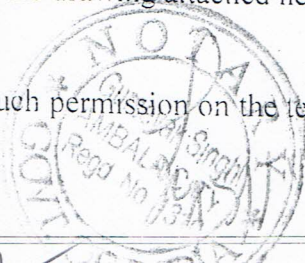
LICENCE FOR THE USE OF NATIONAL HIGHWAY LAND

Agreement to construct an access road with necessary provision for drainage, signage and markings to Residential Property of Sh. Raj Kumar Avasthi and Munish Kumar Avasthi abutting on the boundary of NH-95(New NH-5) in KM 103.350(RHS) bearing Khewat No. 194/181MIN, 195/181 MIN, 238/221MIN. Khatauni No. 211 212, 256. Khasra no. 42//5/2(7-7), 42//6(8-6), 42//7/1(4-0), 42//14/2(4-0), 42//15/1(9-7), 42//17/1(1-7), 42//4/3(3-13) at Village Mor Karima, Tehsil Mullapur Dakha & Distt. Ludhiana(Punjab).

An agreement made this _____ day of _____ between president of India (hereinafter 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 Residential property of Sh. Raj Kumar Avasthi and Munish Avasthi at Village Mor Karima, Tehsil Mullapur Dakha & Distt. Ludhiana(Punjab) herein after called "the Licensee" (Which expression shall unless excluded by or repugnant to the context, include the said Licensee's successors, heirs, executors, administrators and assigns) of the other part.

WHEREAS THE Licensee have applied to the Government for permission to construct on the Government land an access road with necessary provision for drainage, road signs and markings to his property abutting on the boundary of NH-95(New NH-5) in KM. 103.350 (RHS) at Village Mor Karima, Tehsil Mullapur Dakha & Distt. Ludhiana(Punjab) more particularly described in the schedule annexed hereto and shown in the drawing attached hereto (hereinafter referred to as "the said premises").

AND WHEREAS THE Government have agreed to grant such permission on the terms and conditions hereinafter mentioned.



NOW, this agreement witness 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 AND WHEREAS THE GOVERNMENT have agreed to grant such permission on the terms and conditions hereinafter mentioned.

NOW, this agreement witness 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 to the said premises as per approved drawings attached subject to the following terms and conditions, namely:-

(i) That the said access road shall not be brought into use after its completion until the Highway Administration gives a completion certificate after satisfying himself that it has been completed as per the sanctioned drawings and specifications and issue duly signed License deed by Highway Administration.

(ii) That on the completion of the said work, that part of the access 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 subjects 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 access road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Highway Administration.

(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 access 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 access 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.

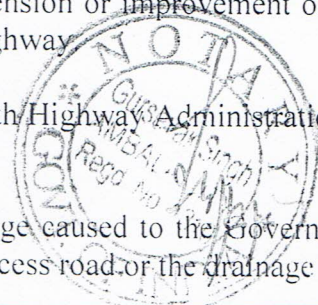
(vi) That the licensee shall not, without prior permission in writing of the Highway Administration in any way extend or alter the said access road or any culvert or drainage therein.

(vii) That the licensee shall at all time permit any duly authorized officer or servant of the Government/NHAI to inspect and said access road including any culvert or drainage therein. He shall keep the said access 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 not object to any future extension or improvement of service road /access road or any shifting of its connection with highway

(ix) That the licensee shall pay the fees in accordance with Highway Administration Rules whenever asked by Highway Authorities.

(x) 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 access road or the drainage work.



(xi) 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.

(xii) That in case the said access road is destroyed, this license shall determine and the licensee shall not be entitled to claim any right to construct another access road in lieu of that so destroyed.

(xiii) That during the subsistence of this license, the said access 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 to use the same shall not become absolute and indefeasible by lapse of time.

(xiv) That if the licensee fails to execute any work which he has agreed under this agreement to the full satisfactions of the Highway Administration, the work shall be executed by the Highway Administration at the cost of the licensee and the expenditure incurred shall be recoverable from the licensee as an arrears of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(xv) 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.

(xvi) That if and when parallel service roads are constructed, the access to the premises shall be from the service road alone as determined by the Highway Administration and no claim for compensation shall be entertained on the account.

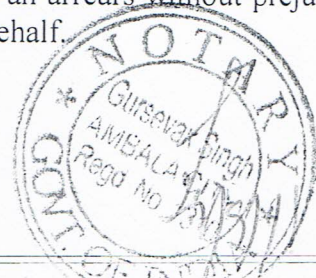
(xvii) That this agreement shall remain in force for five years from the date of execution in the first instance and be terminable by a notice of 6 months and the permission may not be renewed after expiry of the said period.

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

(xix) That the licensee shall bear the cost of stamping and execution of this agreement.

6. Notwithstanding anything contained in clause 4, this license can be cancelled at any time by the licensor through the Highway Administration, for breach of any of the terms and conditions of the license and the licensee shall not be entitled of 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 the access road lying within the boundary of the Government land and restored the Government land to its original condition. In the event of the licensee refusing to do so, the restoration of the Government land to its original condition shall be done by the Highway Administration, at the cost of the licensee and the expenditure incurred shall be recoverable from the licensee as an arrears without prejudiced to any other remedies which may be fixed by Government in this behalf.

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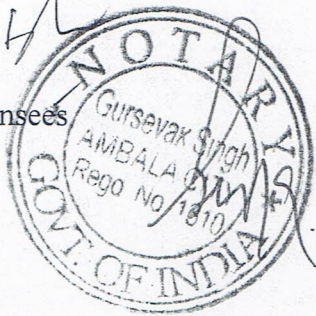
LAND SCHEDULE

North : Other's Land
South : NH-95(New NH-5)
East : Other's Land
West : Other's Land

IN WITNESS WHERE OF this agreement is executed in duplicate by the parties hereto on the dates mentioned below their respective signature.

Signed by

Munish Avasthi
The license / licensee



For the behalf of
President of India

Name /Designation
Ministry of Road
Transport & Highways

ATTESTED

In the presence of

NOTARY PUBLIC
Ambala City (Haryana)

1. Signature
Name in full

D.S. Yadav

Address o/o

Sport King Synthetics
Vill - Kanech, G.T. Road,
Near Sahnewal Lda.

2. Signature
Name in full

Shiv Prakash Sharma

Address

S/o Sport King Synthetics
Vill - Kanech, G.T. Road
Near Sahnewal Lda.

1. Signature
Name in full

Address

2. Signature
Name in full

Address