



**भारतीय राष्ट्रीय राजमार्ग प्राधिकरण**  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**  
(Ministry of Road Transport & Highways, Govt. of India)



परियोजना निदेशक का कार्यालय, परियोजना कार्यान्वयन इकाई  
Office of the Project Director, Project Implementation Unit  
एन एच ए आई कमप्लेक्स, सेक्टर-२(ए), विधाननगर,  
NHAI Complex, Sector-2(A), Bidhannagar,  
दुर्गापुर-९२, Durgapur-713212

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Dated : 24.08.2021

Ref. No. : 15017/1/2013/PIU(DUP)/Sukhsagar /1379

To

**The Director**  
M/s Sukh Sagar Hirise Pvt. Ltd.  
23, Brabourne Road,  
6<sup>th</sup> Floor, Kolkata - 700 001

**Sub:** Proposal for construction of access road from NH-2 to the proposed Other Property (Housing Complex) of Sukh Sagar Hirise Pvt. Ltd at R.S. Plot no. 1294, 1296, 1297, 1298, 1299, 1300, 1320, J.L. No. 68, Mouza - Bhiringee, P.S.- Durgapur, Dist - Paschim Bardhaman at Km.494.540 (LHS) in the state of West Bengal.  
- Forwarding Original Copy of License Deed reg.

Ref: This office letter no. 15017/1/2013/PIU(DUP)/Sukhsagar/1235 dated 27.07.2021.

Sir,

In continuation to this office letter mentioned above conveying final approval for the proposal of construction of access road from NH-2 to the proposed Other Property (Housing Complex) of Sukh Sagar Hirise Pvt. Ltd at R.S. Plot no. 1294, 1296, 1297, 1298, 1299, 1300, 1320, J.L. No. 68, Mouza - Bhiringee, P.S.- Durgapur, Dist - Paschim Bardhaman at Km.494.540 (LHS) in the state of West Bengal and subsequent to signing of License Deed on 24.08.2021, please find enclosed herewith one Original Copy of the duly signed License Deed.

Yours faithfully

Encl. : As stated

  
(S.K. Mattik)  
Project Director

Copy to : Chief General Manager (Tech), NHAI, Regional Office, Kolkata along with copy of License Deed for kind information please.





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 588196

LICENSE FOR THE USE OF NATIONAL HIGHWAY LAND

As per MORT&H letter No. – RW/NH-33023/19/99-DO-III, Dated – 24<sup>th</sup> July, 2013 & 25<sup>th</sup> August 2014

AGREEMENT TO construct an access road with necessary provision for drainage, road signs and markings to Private Property (Housing Complex) of Sukh Sagar Hirise Pvt. Ltd., through existing service road, Mouza – Bhiringi, J.L. No. – 68, Plot No. – 1294, 1296, 1297, 1298, 1299, 1300, 1320, Premises i.e. land abutting on the left side boundary of National Highway No. – 2 at kilometer 494.540 in the Taluka of Durgapur, of the Paschim Burdwan District, W.B.

1. AN AGREEMENT made this 24<sup>th</sup> day of August Year Two Thousand Twenty One (2021) between the President of India (hereinafter called "The Government" which expression shall, unless excluded by or repugnant to this context, include his successors in office and assigns) of the ONE PART, and Sukh Sagar Hirise Pvt. Ltd., Office – 23 Brabourne Road, 6th Floor, Kolkata - 700001, West Bengal, (hereinafter 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.

2. WHEREAS THE Licensee has 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 their property abutting on the left side boundary of NH – 2 in kilometer 494.540 in the Taluka of Durgapur, of the Paschim Burdwan District, W.B., more particularly described in the Schedule annexed hereto and foot of each page of License deed and also shown in the drawing attached hereto (hereinafter referred to as "the said premises").

Schedule

Mouza – Bhiringi, J.L. No. – 68, Plot No. – 1294, 1296, 1297, 1298, 1299, 1300, 1320, P.S. – Durgapur Faridpur, Dist. – Paschim Burdwan, W.B.

SUKHSAGAR HIRISE PVT LTD





PRIVATE PROPERTY (HOUSING COMPLEX) OF SUKH SAGAR HIRISE PVT. LTD.

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, subject to the rights of the Licensee to use the same for ingress and egress.
- (iii) The Licensee shall at their 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 their own cost remove the said access road or any drainage work constructed in connection there with 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 the prior permission in writing of the Highway Administration in any way extend or alter the said access road or any culvert or drainage therein.

Schedule

Mouza – Bhiringi, J.L. No. – 68, Plot No. – 1294, 1296, 1297, 1298, 1299, 1300, 1320, P.S. – Durgapur Faridpur,  
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- (vii) That the licensee shall at all time permit any duly authorized officer or servant of the Government/NHAI to inspect the said access road including any culvert or drainage therein. They shall keep the said service road/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 Highways.
- (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 they have agreed to execute under this agreement to the full satisfaction 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 arrear 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.

Schedule

Mouza – Bhiringi, J.L. No. – 68, Plot No. – 1294, 1296, 1297, 1298, 1299, 1300, 1320, P.S. – Durgapur Faridpur,  
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Authorised Signatory



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- (xvi) That if and when parallel service road 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 that 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 or 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.

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 License and the Licensee shall not be entitled to any compensation for loss caused to them by such cancellation nor shall be absolved from any liability already incurred by them under this agreement. The Licensee shall at their own cost remove access road lying within the boundary of the government land and restore 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 Highway Administration at the cost of the Licensee and the expenditure incurred shall be recoverable from the licensee as an arrears without prejudice to any other remedies which may be fixed by Government in this behalf.

Schedule

Mouza – Bhiringi, J.L. No. – 68, Plot No. – 1294, 1296, 1297, 1298, 1299, 1300, 1320, P.S. – Durgapur Faridpur,  
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PRIVATE PROPERTY (HOUSING COMPLEX) OF SUKH SAGAR HIRISE PVT. LTD

**IN WITNESS WHEREOF** this agreement is executed in two parts by the parties hereto on the date first above mentioned.

Signed by Shri (Name in full) the licensee  
**RAJ KUMAR KOTHARI**  
**SUKHSAGAR HIRISE PVT LTD**

Authorised Signatory

Signed by Shri (Name in full) for and on behalf  
 of the President of India

**S. K. MALLIK**

Project Director  
 National Highways Authority of India  
 Project Implementation Unit  
 DURGAPUR-713212

In the presence of

1. Name in full (signature) with designation

**Honoksh Sadhu**  
 Site Engineer.

1. Name in full (signature) with designation

Manager (Tech)  
 National Highways Authority of India  
 Project Implementation Unit  
 DURGAPUR-713212

2. Name in full (signature) with designation

**Prayon Kayaria**  
 Manager.

2. Name in full (signature) with designation

**SCHEDULE**

Mouza – Bhringi, J.L. No. – 68, Plot No. – 1294, 1296, 1297, 1298, 1299, 1300, 1320, P.S. – Durgapur Faridpur, Dist. – Paschim Burdwan, W.B.

**Boundary**

North– Plot No. – 1317, 1319, 1322, 1321, South– N.H. – 2, Plot No – 1295, 1292, 1290, East – Plot No. – 1826, West – Plot No. – 1301, 1304, of Mouza - Bhringi