

No. NHI-41 (58)/68

Dated the 31st Jan., 1969

To

All State Governments except Tripura, Andaman and Nicobar Islands
(Departments dealing with National Highways)

Subject : Licence for use of National Highways for laying water supply pipelines

I am directed to invite a reference to this Ministry's letter No. NHI-41 (58)/68, dated the 24th December, 1968, forwarding a form of the licence deed to be executed for laying of water supply pipe lines to National Highway land, and to say that the period of validity of the agreement as shown in Clause 4 (XI) has been wrongly typed as two years. This may be corrected to read as five years.

Note : Corrected form of the licence deed enclosed

LICENCE DEED FOR LAYING OF WATER SUPPLY PIPES ON NATIONAL HIGHWAY LAND

Agreement to lay water supply pipes at/from _____ Kilometre/kilometre _____
to kilometres on/along National Highway No. _____ in Survey No. _____ of
the village of _____ Taluks _____ of the _____ district

AN AGREEMENT made this _____ day of _____ (month) of _____ year
(to be written in words) _____ between the 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 _____
(name of the party)-(hereinafter called 'The Licensee' which expression shall, unless excluded by or repugnant to the context, include
his heirs its successors/their successors and assigns) of the other Part.

WHEREAS the licensee has/licensees have applied to the Government for permission to lay water supply pipes at/from
Kilometre/Kilometre _____ to kilometre _____ on/along National Highway No: _____
In Survey No. _____ of the Village of _____ Taluka _____ of the District _____

3. AND WHEREAS the Government have agreed to grant such permission on the terms and conditions hereinafter mentioned;
4. Now this Agreement witnesseth that, in consideration of the conditions hereinafter contained and on the part of the Licensee/
Licensees to be observed and performed, the Government hereby grants to the licensee/licensees permission to lay water supply
pipes as per the approved drawing attached hereto subject to the following conditions, namely :—
 - (i) That the licensee/licensees shall within three months from the date here of but without interfering with the road traffic
complete the laying of water supply pipes to the satisfaction of the Divisional Engineer 'Incharge of the National
Highways (hereinafter referred to as the Divisional/Executive Engineer) in accordance with the drawings and
specifications approved by the Divisional/Executive Engineer.
 - (ii) That the licensee/licensees shall be responsible for restoring the road and at his/their own cost to its original condition
after laying the water supply pipes or, after any damage caused due to inadequate maintenance/operation of the water
supply pipes.
 - (iii) That in case of any burst or leak of water supply pipes, the Licensee/licensees shall bear the entire cost of restoration of
damage caused to the road.
 - (iv) That the licensee/licensees shall not without the prior permission in writing of the Divisional/Executive Engineer under-
take any work of shifting, repairs or alterations to the said water supply pipes.
 - (v) That the Licensee/licensees shall at all times permit any duly authorised officer or servant of the Government to inspect
the said water supply pipes.
 - (vi) That the licensee/licensees shall be liable for any loss or damage caused to the Government by drainage obstruction or
any other like cause due to the said water supply pipes.
 - (vii) That the licensee/licensees within two months of a notice duly given to him to this behalf by the Divisional/Executive
Engineer shall at his/their own cost remove the water supply pipes and restore the road land to its original condition
when required to do so by the Government or by any person authorised on its behalf. The licensee/licensees shall not be
entitled to any compensation on account of such removal or restoration.
 - (viii) That if the licensee fails/licensees fail to execute any work which he has/they have agreed to execute under this agree-
ment to the entire satisfaction of the Divisional/Executive Engineer, the work shall be executed by the Divisional/
Executive Engineer at the cost of the Licensee/licensees and the amount shall be recoverable from the
Licensee/licensees as arrears of land revenue without prejudice to any other remedies which may be open to the Govern-
ment in this behalf.
 - (ix) That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining the previous
consent of the Government in writing.
 - (x) That no fee will be charged for the licensee.

- (xi) That this agreement will remain in force for a period of five years from the date of execution in the first instance and be terminated by a notice of two months and the permission may not be renewed after the expiry of the said period.
 - (xii) That the permission granted by this licence shall not in any way to be deemed to convey to the licensee/licensees any right to or over or any interest in Government land other than what is herein expressly granted.
 - (xiii) That during the subsistence of this licence, the water supply pipes located on the road shall be deemed to have been constructed and continued only by the consent and permission of the Government so that the right of the licensee/licensees to the use thereof shall not become absolute and indefeasible by lapse of time.
 - (xiv) That the licensee/licensees shall bear the stamp duty charges on this agreement.
5. The water supply pipes shall not be brought into use by the licensee/licensees unless a completion certificate to the effect that the water supply pipes have been laid in accordance with the approved specifications and drawings has been obtained from the Divisional/Executive Engineer.
 6. Notwithstanding anything contained in clause 4 (vii), the licence may be cancelled at any time by the Government for a breach of any condition of the licence and the licensee/licensees shall not be entitled to any compensation for any loss caused to it by such cancellation, nor shall it be absolved from any liability already incurred under this agreement.

IN WITNESS WHEREOF Shri _____ the Director General (Road Development) and Additional Secretary, Ministry of Transport and Shipping (Roads Wing) for and on behalf of the President of India and the licensee has/ licensees have signed and subscribed their respective hands hereinto the day, month and year first above written.

Signed by Shri (Name in full) the licensee
the constituted attorney of the licensees

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

In the presence of

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| 1. Name in full (Signature) with designation | 1. Name in full (Signature) with designation |
| 2. Name in full (Signature) with designation | 2. Name in full (Signature) with designation |

N.B. Wherever alternatives such as "at"/from, his/their, licensee/licensees, Divisional/Executive, has/have etc. are given, only applicable portions should be typed in the fair licence deed.