

AGREEMENT BETWEEN A RIPARIAN OWNER AS TO RIGHT TO IMPEDE FLOW OF WATER

THIS AGREEMENT is executed at.....on this.....day of.....
20.....between A son of Shri B resident of.....hereinafter called the "First Owner", (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, assigns and executors) of the ONE PART and C son of Shrihereinafter called the "Second Owner", (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, assigns and executors) of the OTHER PART

WHEREAS the first owner is seized and possessed of a piece of land situate at which is delineated and coloured red on the map annexed to this deed, through which flows the stream delineated and coloured light blue on the said map

AND WHEREAS the second owner is seized and possessed of the piece of land, which is delineated and coloured green on the annexed map through which the said stream flows before reaching the land of the first owner

AND WHEREAS the second owner has made a reservoir on the said piece of land coloured green at the point marked X on the said map, due to which the flow of the said stream has materially diminished at certain periods

AND WHEREAS disputes have arisen between the parties respecting the making of the said reservoir and to resolve the disputes the parties have agreed in manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS

(1)The second owner shall erect in his reservoir a proper floodgatefeet wide and.....feet deep from the top of the said reservoir to the satisfaction of the first owner or his surveyor so that in dry weather the water kept back by the said reservoir may be admitted into the said stream by opening the said floodgate, so as to flow through the said piece of land of the first owner and the first owner shall have full rights and liberty to regulate the flow of the said water by means of the said floodgate and he or his servants and agents will have full rights and liberty to enter upon the said piece of land of the second owner to do all such acts and things as may be necessary

(2) The second owner has expressly understood that the first owner has granted licence for making the reservoir by the second owner with the intention that the second owner or any person claiming under or through him shall not acquire any easement or other right in respect thereof or of the said stream by prescription or otherwise and the first owner may revoke his licence and on revocation of the licence, the second owner shall pull down and remove the said reservoir at his own cost within weeks after being required so to do by notice in writing by the first owner

IN WITNESS WHEREOF the parties have signed these presents the day and year first hereinabove written

WITNESSES Signed and delivered by the within named first owner

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2. Signed and delivered by the within named second owner