GRANT OF A RIGHT OF WAY IN PERPETUITY

THIS DEED is made at …….this…….day of.....20 …between A son of…….resident of.....hereinafter called the "grantor" (which expression shall unless it be repugnant to the context or meaning thereof include his heirs, assigns and executors) of the ONE PART and B son of…….....resident of …….hereinafter called the "Grantee",(which expression shall, unless it be repugnant to the context or meaning thereof include his heirs, assigns and executors) of the OTHER PART

WHEREAS

(1)The grantor is seized and possessed of the land, more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and thereon coloured grey.

(2)The grantee is seized and possessed of the land, more particularly described in the Second Schedule hereunder written and delineated and coloured pink on the said plan

(3) The grantor has agreed in consideration of the payment of Rs. …….to grant to the grantee such right of way as is hereinafter contained

NOW THIS DEED WITNESSETH AS FOLLOWS

(1) In consideration of Rs…….paid by the grantee to the grantor (the receipt whereby the grantor hereby acknowledges), the grantor hereby grants unto the grantee full right and liberty for the grantee and his assigns and successors- i n-title for the time being ofthe land described in Second Schedule or any part thereof and his or their respective servants, tenants, visitors and licencees (in common with the grantor and all other having the like right) at all times hereafter by day or night to pass and re-pass in common with the grantor, his assigns, and successors-in-title heretofore with or without horses, cattle or other animals, carts, carriages or other vehicles, laden or unladen of any description on or over the roadway between the points marked X and Y and shown by dotted lines on the said plan and thereon coloured brown for all purposes connected with the use and enjoyment of the land described in Second Schedule but not for any other purpose whatsoever, to hold the said right of way unto the grantee

(2)The grantee hereby covenants with the grantor and his assigns and successors-in-title that the grantee and his assigns and successors-in-title will from time to time contribute a fair proportion according to user of the costs of keeping the said roadway in repair, the proportion in case of difference to be ascertained by a single arbitrator appointed under the Indian Arbitration Act.

IN WITNESS WHEREOF, the parties aforementioned have set their hands in token of acceptance thereof the day and year first hereinabove written.

The First Schedule above referred to
(Description of the property of A)
The Second Schedule above referred to
(Description of the property of B)

ANNEXURE
PLAN

WITNESSES

1 Signed and delivered by the within named A

2. Signed and delivered by the within named B