

THIS IS JUST A FORMAT.

Kindly take proper Legal Advice for Drafting Document as per your requirements.

Deed of Grant of Right of Way

THIS DEED OF GRANT OF RIGHT OF WAY is made atthis day ofbetween Mr. A of hereinafter referred to as 'the Grantor' of the One Part and Mr. B of hereinafter referred to as 'the Grantee' of the Other Part;

WHEREAS -

1. The Grantor is the full owner of the piece of land situated at and described in the First Schedule hereunder written and which is delineated on the plan hereto annexed by red coloured boundary line.

2. The Grantee is the full owner of the adjoining piece of land described in the Second Schedule hereunder written and which is delineated on the said plan by green coloured boundary line.

3. The Grantee's said land has no direct access to the nearest public road known as and the Grantee, therefore, requested the Grantor to grant him a right of way over the land described in the First Schedule hereunder written.

4. The Grantor has agreed to grant to the Grantee a right of way over a part of his said land being a passage 20 feet wide running across the said land of the Grantor and which is shown on the said plan by colour burnt sienna, in consideration of the Grantee paying to the Grantor a sum of Rs. and to which the Grantee has agreed.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs. paid by the Grantee to the Grantor on the execution of these Presents (receipt whereof the Grantor admits), He the Grantor as beneficial owner of the land described in the First Schedule hereunder written doth hereby grant unto the Grantee, his heirs, executors, administrators and assigns and the person or persons owning, occupying and possessing the said land described in the Second Schedule hereunder written or any part thereof for the time being and his or their visitors, agents or servants at all times and from time to time by night and day to pass and repass over and across the said passage 20 feet wide shown on the said plan by colour burnt sienna and running across the land described in the First Schedule hereunder from the said land described in the Second Schedule hereunder written to the said public road, by foot, or on horse back or by any vehicle of whatsoever nature or with cattle and other animals To Hold the same unto the Grantee, his heirs, executors, administrators and assigns and the persons or person owning, occupying and possessing the land described in the Second Schedule hereunder or any part thereof for the time being and their agent and servants and visitors in the manner aforesaid. And it is agreed that the said right of way shall be appurtenant and annexed to the said land described in the Second Schedule hereunder written and shall run with the said land

described in the First Schedule hereunder written. And it is further agreed that the Grantor shall maintain the said passage in repairs and working order and shall not be encroached upon and shall be kept open and clear in all respects. Provided, that whenever the said passage is repaired, the Grantee shall pay one half share of the costs of such repairs incurred by the Grantor and as will be certified by an Architect or Engineer And provided further that, if the Grantor fails to repair the passage as and when required and requested in writing by the Grantee, the Grantee shall be entitled to repair the same and in that event the Grantor will be liable to pay and shall pay to the Grantee on demand one half of the costs incurred for such repairs as will be certified by an Architect or Engineer.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

X X X X

THE SECOND SCHEDULE ABOVE REFERRED TO

X X X X

Signed and delivered by the
withinnamed Grantor
in the presence of

Signed and delivered by the
withinnamed Grantee
in the presence of

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