**GRANT OF AN EASEMENT OF SUPPORT FOR A BUILDING**

THIS DEED is made at…………….on this…………….day of ……….20……between A son of B 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 C son of D 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 the Grantor is the owner of the piece of land more particularly described in Schedule A hereunder written which is delineated and coloured red on the map annexed to this deed and is hereinafter called the servient tenement.

AND WHEREAS the grantee is the owner of the piece of land adjoining the servient tenement, which is delineated and coloured green on the said map and is more particularly described in Schedule B hereunder written and is hereinafter called the dominant tenement and the grantee is desirous to erect building on the said tenement, the stability of which will be largely dependant upon lateral support afforded by the servient tenement.

AND WHEREAS on the request of the grantee, the grantor has agreed to grant to the grantee the right of support for the said proposed building on the terms and conditions as are hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

(1) In pursuance of the said agreement and in consideration of the sum of Rs……………. (Rupees…………….only) paid by the grantee to the grantor on or before the execution of this deed (the receipt whereof the grantor hereby acknowledges), the grantor as beneficial owner of the servient tenement, hereby grants unto the grantee full right, privileges and liberty to enjoy and claim lateral support for his proposed building on the dominant tenement by the subsoil and underneath surface of the servient tenement.

(2) Nothing herein contained shall be construed to prevent the grantor or his assigns or successor in title from making excavations the servient tenement for the purpose of laying foundations which he may hereby erect on the servient tenement so long as he provides sufficient artificial means of support to the building proposed to be erected on the dominant tenement

(3) The grantee covenant that he shall not do or permit to be done anything, whereby the servient tenement shall in anyway be rendered unstable or unsafe and he shall not build on the dominant tenement to a greater height than feet

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

The Schedule A above referred to

(Description of the land of A)

The Schedule B above referred to

(Description of the land of B)

ANNEXURE

PLAN

WITNESSES Signed and delivered by the within named grantor

1 .

2. Signed and delivered by the within named grantee