**GRANT OF EASEMENT RIGHT TO LIGHT AND AIR**

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 all that piece of land, more particularly described in First Schedule hereunder written and delineated and shown on the Plan annexed hereto and marked as Annexure I and thereon surrounded by a red line.

(2)The grantee is seized and possessed of all that piece of land situated abutting on the ………….side thereof upon the said land of the grantor, more particularly described in Second Schedule hereunder written and delineated and shown on the said Plan and is thereon surrounded with a green line

(3)The grantee's building has several windows and opening facing the property of the grantor and the grantee is receiving free and clear air and light uninterrupted through the said windows and openings and he has acquired a right of easement of air and light by prescription.

(4)The grantee proposes to demolish the said building constructed on his land and to construct a multistoreyed building, with windows and openings facing the property of the grantor as per the building plan, which is annexed to this agreement and marked as Annexure II

(5)The grantee has negotiated with the grantor for allowing him to grant to him the right to receive air and light from the windows and openings and the grantor has agreed to grant the said right to receive air and light subject to the terms and conditions hereinafter mentioned

NOW THIS DEED WITNESSETH AS FOLLOWS

(1)In pursuance of the said agreement and in consideration of the sum of Rs ……….paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges), the grantor hereby grants unto the grantee full right to the uninterrupted access of light and air through and from the said windows, lights and apertures of the said proposed building of the grantee over the said land of the grantor for the use and enjoyment of the said proposed building of the grantee without any obstruction or interruption caused by or consequent upon the erection, raising, making or suffering to stand or any building structure or thing whatsoever upon the said land of the grantor or any part thereof, TO HOLD the said right of light and air hereby granted unto the grantee and his assigns and successors-in-title

(2) The grantee shall pay the costs and charges of the solicitors of the grantor and incidental to the preparation and execution of this deed and also the fee of M/s…………. the surveyors of the grantor amounting to Rs

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 I

 PLAN

 ANNEXURE II

 PLAN OF THE PROPOSED BUILDING

WITNESSES Signed and delivered by the within named A

 1 .

 2. Signed and delivered by the within named B