**GRANTING LICENCE FOR BUILDING**

**ON THE LICENSOR'S LAND**

An Agreement entered on the \_\_\_\_\_ day of \_\_\_\_\_

Between   
  
Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, etc. (hereinafter called "the grantor") of the one part

And   
  
M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company incorporated under the Companies Act, 1956 having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called "the grantee") of the other part;

Whereas the grantee has applied to the grantor for license to build , maintain and use a bridge across the land stated and the plan annexed in the schedule hereto which bridge is needed for the better transportation of the trucks leading to factory of the grantee hereinafter called the Factory;   
  
And Whereas such bridge if built would benefit the prospect of the grantor's estate;   
  
And Whereas the grantor has hence consented to grant such liberty as stated above to the extent and subject to the terms hereinafter contained and the grantee has consented to accept the grant on such conditions.   
  
Now These Presents Witness as Follows:

1. Grant of Easement
2. The grantor hereby bestows to the grantee complete Licence to build and maintain a bridge across the said land between the said points and along the said route. The grantor also bestows to the grantee a right way upon the same for pedestrian, traffic or by whatever ways at all times for the grantee, his servants, agents and customers. The grantee shall be exercising such Licence and right of way for as long as such bridge shall be needed for any of the purposes of the grantee in working and managing the said Factory but no longer.  
     
   2. Grantee’s Covenants : It is hereby agreed and declared that the above stated grant is subject to the following conditions all of which the grantee hereby agrees with the grantor for observing and performing:
3. (i) To put up Notices

As soon as such bridge become ready for use the grantee will put up and will at always thereafter maintain in good and legible condition notices in a form to be sanctioned by the grantor on each terminus of such bridge. which notice shall signify that the bridge is a private bridge sustained for the use of the grantee and that using it by members of the public is only permissive;   
  
(ii) To prevent the bridge from becoming a public property   
That the grantee will doing interval of time per express notice stop all traffic upon such bridge from either terminus thereto excepting traffic by the grantee, his servants, agents and customers or by the grantor and his servants and agents. The grantee shall appoint a person a such occasion post a person at each terminus for explaining that traffic is stopped for preventing the acquisition by the public of any right to use such bridge for any purpose whatever. Except as herein before provided the grantee shall not be bound to prevent or control the use of such bridge by any person nor shall be in any way responsible for any damage done by any person other than those in the employment or control of the grantee;   
  
(iii) Right to cancel on any contravention of either of the conditions herein before contained the grantor may, excepting the waiver of any previous right of cancellation, revoke the aforesaid grant and thereupon the same shall become nullity.   
  
3. Grantor’s Covenants   
  
The grantor hereby agrees with the grantee as follows

1. Non cancellation
2. That so long as the conditions herein before contained are observed the aforesaid grant will not be revoked.
3. Payment   
     
   The grantor will pay on a annually basis either half the cost of maintenance and repair of the bridge incurred each year or will contribute towards the same a sum of Rs. \_\_\_\_\_\_\_ whichever sum shall be less.
4. Opting for Surrender

The grantee or its heirs may at any time surrender its rights under these presents and that nothing herein contained shall impose upon it any duties to build or to sustain such a bridge as stated above after such rights have been surrendered.   
  
4. Parties Covenants

The parties hereby agreements that subject to the conditions herein before stated the grantee shall repairing and maintaining the bridge in a good condition by carrying out compulsory repairs and the sole liability in this behalf shall be that of the grantee. Non-payment of repair and maintenance contribution by the grantor under clause 3(ii) shall be no rasion for not maintaining and keeping the bridge in good repairs.

It is also consented that if the grantor not pay the repair and maintenance cost of the bridge per clause 3 (ii) the grantee may deduct such amount from its due towards the grantor.   
  
5. Notices   
  
All demand notice, requests, or other correspondence needed or allow to be given or made under this Agreement shall be express and stated to have been given when received and shall be addressed as follows:   
  
(i) If to Grantor, at \_\_\_\_\_\_\_\_\_\_\_\_\_   
  
(ii) If to Grantee at \_\_\_\_\_\_\_\_\_\_\_\_\_   
  
Any Party hereto whose address is changed shall for the purpose of this covenant by giving express notice to the other parties at the address and in the manner laid above. Any correspondence dispatched per telegram, telex or facsimile shall be confirmed by letter, receipt requested, or any other authentic means of notification.   
  
6. Severability   
  
The unenforceability or illegality of any provision of this covenant shall not affect the enforceability or validity of any other provision.   
  
7. Waiver And No Waiver   
  
The Parties hereto may waive any condition, agreement or covenant desired for benefiting it, provided each such waiver shall be expressly signed by the waiving party. No failure of any of the Parties to require the performance by the other of any term of this Agreement shall in any way affect their rights to enforce such term nor shall any waiver by the Parties of any term hereof be taken or held to be a waiver of any other condition or a breach hereof.   
  
8. Amendments   
  
No amendment, alteration or discharge of this covenant, and no waiver hereunder, shall be legal or binding unless written and duly executed by the Parties against whom enforcement of the alteration, modification, discharge or waiver is sought.   
  
9. Heirs And Assigns   
  
This covenant shall be binding and used to the benefit of Grantors, Grantee and their respective heirs and assigns.   
  
10. Entire Agreement   
  
This covenant describe the whole understanding of the Parties concurring the subject matter hereof and may be altered only by agreements signed by both of the Parties hereto. Any and all previous or collateral representations, promise or condition not incorporated herein or made a part hereof shall not bind the Parties.   
  
11. Third Parties   
  
Nothing in this covenants is intended to bestow any right or remedy under or by reason of this Agreement on any person excepting the Parties hereto and their respective heirs and assigns.   
  
12. Governing Law Forum and Consent to Jurisdiction   
  
The Parties hereby acknowledge, agree and consent: (a) that the enactments of this covenant and the rights of all Parties stated herein shall be ruled by the laws of India and decided according with enactments of Arbitration and conciliation Act, 1996.   
  
13. Titles and Headings   
  
Titles and headings per sections herein are given for convenience of reference nearly and are not intended to be a part of or affecting the meaning or interpreting this covenant.   
  
14. Execution In Counterparts   
  
This covenant may be executed in one or several counterparts, each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.   
  
In Witness Whereof, the parties have executed this covenant as of the date first above written.   
  
Grantor:   
  
By:   
  
Its: \_\_\_\_\_\_\_\_\_   
  
Grantee: