

AGREEMENT FOR PREVENTING ACQUISITION OF AN EASEMENT OF LIGHT

THIS AGREEMENT is made at.....on this.....day of.....20..... between A son of Shri B, resident of.....hereinafter called the "land owner", (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 ofhereinafter called the "house owner", (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 land owner is seized and possessed of all that piece of land situated at..... more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and thereon coloured

(2) The house owner is seized and possessed of all that piece of land with a building thereon, which adjoins the said land of the land owner on the.....side thereof, more particularly described in the Second Schedule hereunder written and delineated on the said plan and thereon coloured

(3) In the said building, there are.....windows, which overlook the said land of the landowner or some part thereof in respect of which the said house owner hereby admits and acknowledges that no right or easement of light or air over the said land has been acquired or exists.

NOW IT IS HEREBY AGREED AS FOLLOWS

(1)The land owner shall not erect on any part of his land within feet of the nearest part of the said building or erection any part of which shall be higher than.....feet above the present ground level of the said land.

(2) The house owner shall not without the previous consent in writing of the landowner enlarge the said windows or any of them or open any other new window or apertures in the said building, which shall overlook the said land of the land owner.

(3) This agreement shall remain in force until determined by notice in writing to that effect given by the land owner or his assigns or successors-in-title to the houseowner of his assigns or his successors in-title specifying a date for such determination not less than.....months after the date of such notice.

(4) Upon the determination of this agreement, the houseowner shall block up and keep blocked up the said windows in a permanent manner to the satisfaction of the landowner

(5) The benefit and burden of the stipulations in this agreement shall so far as may be possible, pass with and bind the said premises the landowner and the house owner respectively, so as to ensure for the benefit of and bind the assigns and successors-in-title of the landowner and the houseowner respectively

(6) This agreement shall be executed in duplicate. The original shall be retained by the landowner and the duplicate by the houseowner.

IN WITNESS WHEREOF the parties have signed these presents and a duplicate hereof, 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 C)

ANNEXURE

PLAN

WITNESSES Signed and delivered by the within named landowner

1 .

2. Signed and delivered by the within named houseowner