

**THIS IS JUST A FORMAT.**

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

## **Agreement between Two Adjoining Owners for Air & Light**

AGREEMENT is made at ... this ... day of ... between A residing at ... hereinafter referred to as the First Owner of the One Part and B residing at ... hereinafter referred to as the Second Owner;

WHEREAS -

1 The First Owner owns an immoveable property consisting of a piece of land with a building thereon and situate at ... and more particularly described in the First Schedule hereunder written.

2 The Second Owner also owns an immoveable property consisting of a piece of land with a building thereon situate at ... and more particularly described in the Second Schedule hereunder written.

3 Both the properties are adjoining each other and the buildings are also very old.

4 Both the First Owner and the Second Owner intend to develop their respective properties by constructing new buildings or extending the existing buildings thereon.

5 Both the parties have realised that in developing the said properties the disputes as to easement rights might arise and to avoid the same they have agreed to enter into this agreement.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the First Owner shall be at liberty to either pull down the existing building on his said property and construct a new multistoreyed building thereon or to raise or extend the height of the existing building as he may think fit and the Second Owner shall not raise any objection thereto on account of infringement of easement of light and air received over and across the property of the First Owner to the property of the Second Owner.

2. The Second Owner will be at liberty to pull down the existing building on his property described in the Second Schedule hereunder and to construct a new multistoreyed building in its place or to raise or extend the existing building as he may think fit and the First Owner will not raise any objection on account of infringement of air and light received over and across the property of the Second Owner by the said property of the First Owner.

3. The distance between the two buildings as at present existing will be maintained in constructing new buildings on the properties of the First Owner and the Second Owner respectively and will not be reduced in any event. The height of each building of the said two owners either to be newly constructed or to be extended as aforesaid will not exceed ... feet.

4. Each party will give inspection to the other of the plans of the new building or extension of the existing building on his said property; as

AGREEMENT BETWEEN TWO ADJOINING OWNERS FOR AIR & LIGHT

sanctioned by the local authority before the work of construction will be commenced.

5. The wall or walls of each building facing the other building of the other Owner will be painted with white colour or will be constructed out of glazed tiles.

6. The benefits and burdens created by this agreement will run with the said lands and be annexed thereto that is to say this agreement will be binding on the heirs, legal representatives and transferees of the First Owner and the Second Owner respectively.

IN WITNESS WHEREOF the parties have put their respective 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 First Owner A  
in the presence of ... ..  
)  
)  
)

Signed and delivered by the  
withinnamed Second Owner  
in the presence of ... ..  
)  
)  
)  
  
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