

AGREEMENT OF LEASE DEED

This Agreement of Lease Deed is made at Darjeeling on in between
 ,
 S/o..... , resident of

 hereinafter referred to as the '**LESSOR**' whose expression shall unless repugnant to the context includes it's successor and assignee of the one part and the Registrar , Indira Gandhi Nation Open University having its Head office at Maidan Garhi, New Delhi - 110068 hereinafter referred to as the '**LESSEE**' whose expression shall unless repugnant to the context includes it's successors and assignees of the other part.

Whereas the **LESSOR** is the owner of a- storied RCC building existing at
 on a plot of land bearing Dag No., Khatian No., Sheet No., J.L. No. in the Ward No.of Gorkha Territorial Administration GTA) having its area measuring approximately **sq. ft.** (Ground Floorsq. ft and 1st Floorsq.ft.) hereinafter referred to as the '**SCHEDULE**'.

Whereas the **LESSEE** is the Indira Gandhi National Open University (a nucleus cell of the MHRD of the Govt. of India) created under the Indira Gandhi National Open University Act. 1985 (Act No 50 of 85) primarily for introduction and promotion of Open University and Distance Education systems in the educational pattern of the country.

Whereas the **LESSEE** has desired to take a portion of Ground / and First floors of the building comprising of area approximately **sq. ft.** hereinafter referred to as the '**DEMISED PREMISES**' as laid out in the annexed site plan (which just describes the existing total no. of rooms /toilets therein) on a fixed monthly rental basis for a total lease hold period of **three years** commencing **w.e.f.....2015** for use only as office for conducting the activities undertaken by the Sub-Regional Centre

(IGNOU) of the **LESSEE** in line with its statutory objectives in Darjeeling , State of West Bengal.

And whereas , the **LESSOR** had also intended to lease out the said above DEMISED PREMISES and as approached and requested by the **LESSEE**, the **LESSOR** finally accorded the DEMISED PREMISES to the **LESSEE** and leased out the said DEMISED PREMISES on a fixed monthly rental basis @ **Rs./- (Rupeesthousand)** only for a total lease hold period of three years commencing w.e.f.....2015.

NOW THIS LEASE DEED WITNESSETH AS UNDER

1. That in consideration of the terms and conditions as agreed to herein below, the LESSOR hereby leased out the said DEMISED PREMISES to the LESSEE for a total lease hold period of three years commencing with effect from2015 to2018 and the LESSEE has also agreed and the LESSEE on this day of, 2015 has taken over of the said above DEMISED PREMISES from the LESSOR.
2. That in accordance with the provision of this AGREEMENT OF LEASE DEED, the total lease hold period of three years commencing w.e.f.....2015 to2018 as agreed by both the LESSOR and the LESSEE shall be as final & binding to both the parties concerned .
3. That as agreed by both the LESSOR and the LESSEE , the monthly rent in respect of the DEMISED PREMISES including the water supply (excluding the electric charges) during the entire lease hold period of three years commencing w.e.f.2015 to2018 has been stipulated and fixed @ **Rs...../- (Rupees)** only per month shall also be final and binding to both the parties concerned .
4. That the LESSEE has agreed and undertaken that he shall be responsible under an obligation of his responsibility to pay regularly the fixed monthly rent of the future months @ **Rs...../- (Rupees)** only which is including water charge (excluding the electric charges) during the entire term of the lease on or before 10th of each English calendar month (if does not fall on the declared holiday of the Government) to the LESSOR.
5. That as agreed and undertaken by the LESSEE, during the aforementioned lease hold period of three years, the Lessee under an obligations of his responsibility shall be solely responsible to keep the DEMISED PREMISES

everyday ship-shape in accordance with the provision of this AGREEMENT OF LEASE DEED.

6. That in accordance with the provision of this AGREEMENT OF LEASE DEED , the LESSEE during the aforesaid lease hold period shall be responsible to manage for any maintenance of electricity, water ,etc. in the DEMISED PREMISES at its own cost and expense and shall not claim or recover any amounts from the LESSOR on this account during the lease hold period of three years or on it's termination.
7. That during the aforesaid lease hold period of three years , the LESSEE shall be solely liable to the LESSOR any damage if caused to the DEMISED PREMISES due to any reasons except the natural calamities like earthquake and storm which is beyond the control of the LESSEE.
8. That in accordance with the provision of this AGREEMENT OF LEASE DEED, it has been undertaken by the LESSEE that under the purview of any circumstances, the LESSEE shall not be allowed to sublet any part of the DEMISED PREMISES to any third party.
9. That the LESSEE shall use and shall ensure that the DEMISED PREMISES is used properly only for the purpose as stated in the preamble and not used for any other purpose which are unlawful /objectionable . Further, the LESSEE undertakes that he shall ensure that none of the persons employed by the LESSEE to do or attempt to do any act, which causes nuisance or annoyance or damage or violation of any rules or laws of any local society/body/authority/governmental body and in the event of any creation /cause of such nuisance / annoyance /damage/ violation if created caused, the LESSEE thereafter shall be liable to the LESSORS for all costs and consequences in accordance with law.
10. That in accordance with the provision of this AGREEMENT OF LEASE DEED, the LESSOR will allow the LESSEE to install temporary partitions, Office fittings and fixtures, electric appliances etc. and such indispensable constructional works in the DEMISED PREMISES but at it's own cost and expense, and consequently , all costs as incurs on such in the DEMISED PREMISES shall not recover or claim from the LESSOR.
11. That in accordance with the provision of this AGREEMENT OF LEASE DEED it has been stipulated that the LESSEE shall be responsible to manage /attend to all minor day-to-day maintenance and repairs of the DEMSISED PREMISES in the course of its occupancy at it's own cost and expense and shall not recover or claim any amount on this account from the LESSORS.
12. That in accordance with the provision of this AGREEMENT OF LEASE DEED it has also been stipulated that the LESSEE shall be responsible to pay the electricity charges (at the schedule of the Power Department of the Government of West Bengal) based on the

reading appearing in the sub-metre for the quantum of supply of electricity monthly in the DEMISED PREMISES within 10 days from the date of submission of electricity bill from the concerned Department , Govt. of West Bengal to the LESSORS and in the event of non-payment of the same on the above specified date , supply of electricity in the DEMISED PREMISES thence onward automatically becomes as disconnection without assigning any reason thereon.

13. That in accordance with the provision of this AGREEMENT OF LEASE DEED, it has been stipulated that, any correspondence including submission of bills, etc. pertaining to the DEMISED PREMISES by the LESSOR is required only to submit to the authorized officer of the LESSEE (Asstt. Regional Director) who is in-charge of the Sub-Regional Centre (IGNOU) atDarjeeling and the said authorized Asstt. Regional Director of the above said Sub-Regional Centre shall be responsible to dispose of such above matter on behalf of the LESSEE.

14. The LESSEE, hereby, agrees to give notice that it shall quit, vacate and deliver the demised property of the expiry of the term of three (3) years unless otherwise the lease is extended, provided both will have the option to terminate the lease on PRIOR NOTICE of three (3) months in writing from either side without assigning any reason.

15. That the Parties also agree that the term of this Lease Deed may be extended beyond**2018** on mutually agreeable terms and conditions and also , the same shall required to settle in writing before six months (i.e. before**201..**) of expiry of the existing AGREEMENT OF LEASE DEED.

16. That the party hereby represents and warrants to each other that : -

- a. that it has the power and authority to execute and sign this AGREEMENT OF LEASE DEED and to comply with the terms and conditions undertaken herein;
- b. that this AGREEMENT OF LEASE DEED constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof ;
- c. that till date, there are no suits or proceedings pending against the DEMISED PREMISES before any court ,Governmental instrumentality or tribunal that restrain it from discharging the obligations undertaken herein; and
- d. that no representation or warranty made herein contains any untrue statement:

17. That if any doubt arises as to the interpretation of the provisions of this AGREEMENT OF LEASE DEED , the parties to this AGREEMENT OF LEASE DEED shall consult with each other for each instance and resolve such doubts in good faith.

18. That no amendment or change of the terms hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives or each of the Parties hereto.

19. That each of the parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provisions of this lease Deed and to consummate the transactions contemplated hereby.

20. That this AGREEMENT OF LEASE DEED has been executed in the English language only and only the English language shall be the controlling language for interpretation thereof. No transaction, if any, of this AGREEMENT OF LEASE DEED into another language shall be of any force or effect in the interpretation of this AGREEMENT OF LEASE DEED or in determination of the intent of either of the parties hereto.

21. That the site plan of the DEMISED PREMISES which has been as shown and annexed hereto also forms a part of this AGREEMENT OF LEASE DEED shall be treated as an original and primary evidence of the understanding arrived at between the parties. The original shall be retained by the LESSEE and a certified copy shall be retained by the LESSOR.

IN WITNESS WHEREOF this LEASE DEED is signed by the Parties at Darjeeling on the day, month and year mentioned above at the first page in the presence of the following.

LESSORS :

1.
(Name)
.....
(Address)

LESSEE:

Registrar
Indira Gandhi National Open University,
Maidan Garhi, New Delhi- 110068

WITNESS:

1. -----

2. -----