

## **NOTE ON LEASE DEED**

### **Please Read the following carefully before preparing the Agreement**

1. This Lease Deed should be executed on Non-judicial stamp paper of Rs.100/- value.
2. The clauses/words not applicable or relevant, must be deleted.
3. The Agreement must be signed only by the Authorized Signatory (ies) on behalf the Lessor. Please verify this from the original bid document. If this is not the case, supporting documents indicating due authorization/general power of attorney to the persons signing the Lease Deed must be submitted.
4. The date in the first line of the Renewal Agreement must be left blank. This will be filled by the Headquarters.
5. RD/DD/DR/AR/SO (one of them) should sign the Agreement as Witness on behalf of IGNOU
6. The Lease Deed, duly signed must be sent to RSD within 15 days of receiving the approval.

## LEASE DEED

This LEASE DEED is made at ..... on the .....day of 20....

Between

Shri.....S/O.....Occupation.....  
.....resident of..... hereinafter referred to  
us the “Lessor” which expression shall unless repugnant to the context include its  
successors and assigns of the one part

And

Indira Gandhi National Open University having its office at Maidan Garhi, New Delhi-  
110068 through its authorised signatory Registrar hereinafter referred to as the “Lessee”  
which expression shall unless repugnant to the context include its successors and assigns  
of the Other Part :

**Collectively referred to as the “Parties”.**

Whereas the Lessors is the absolute and rightful owner of residential house bearing  
municipal number .....measuring  
about.....sqft.....hereinafter referred to as the “Demised  
Premises”.

Whereas the Lessee is a University created under the Indira Gandhi National Open  
University Act. 1985 (Act No.50 of 85) having national jurisdiction;

And whereas the lessee have requested the Lessor to give the Demised Premise on Lease  
for use as the Regional Centre..... for a period of  
.....commencing from .....

### **NOW THIS LEASE DEED WITNESSETH AS UNDER**

1. That in consideration of the terms and conditions agreed to herein, the Lessors hereby lease out the Demised premises to the Lessee for a period of ..... with effect from ..... to ..... and the Lessee agree to take on lease the demised premises for the aforesaid period.
2. The Lessee has agreed to pay the Lessor a fixed rent of Rs. ....(.....) per month, inclusive of charges for providing amenities, in advance on or before 5<sup>th</sup> of every calendar month during the entire term of the lease. The total lease money is Rs. .... (.....) per month inclusive of charges for providing amenities.
3. The Lessee shall be under a duty to maintain the demised premises during the term of the lease at its own cost and expenses and shall not claim or recover any amounts from the Lessor on any account during the period of the lease or on its termination. The lessee shall however not be liable or responsible to the Lessor for any damage caused to the Demised Premises during the terms of the lease as a result from any fire, earthquake, storm, war, civil disturbance or any natural calamity or Act of God which is beyond the control of the Lessee.

4. The lessee shall not sublet any part with whole or any part of the Demised Premises to any third party under any circumstance without prior written consent of the Lessor.
5. The Lessee shall use and shall ensure that the Demised Premises is used for the purpose stated in the preamble only and not used for any objectionable activity or purpose. The Lessee shall ensure that none of the person employed by the Lessee do or omit 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. In case the provisions of these clause are violated, the Leasee agrees to keep the Lessor indemnified against all actions, proceedings, clause claims or demands made against the Lessor and shall also be liable to the Lessor for all costs and consequences.
6. The Lessee shall have a right without consent from or notice to Lessor to make any partitions, office fittings and fixtures electrical appliances including but not restricted to coolers and air-conditioners. The Lessee shall however be liable for all costs incurred on the additions and structural changes and shall not recover or claim any amounts on this account from the Lessor.
7. The Lessee shall be responsible to attend to all minor day to day maintenance and repair of the Demised premises in the course of its occupancy and shall not recover or claim any amounts on this account from the Lessor.
8. The Lessee shall ensure that the electricity charges (Power and light) and water charges incurred with effect from the commencement of this lease, are paid directly to the authorities concerned.
9. That although the lease is for a term of ..... Moths/Years. The Parties have agreed that the Lessee may terminate this Lease Deed before the expiry of the term by giving ..... Months/years written notice to the Lessor. The parties have agreed that in the event of default in payment of rent or breach of any agreed terms and conditions by the Lessee. The Lessor may terminate this Lease Deed by giving ..... Months/Years written notice in the Lessee.
10. That any notice required to be served upon the parties with effect from the commencement of this Lease Deed till the time the vacant possession of the Demised Premises is handed back to the Lessor shall be deemed to have been duty served and given, if it is served at the under mentioned address by registered mail with postage fully paid, or transmitted by facsimile :-

i) Lessor :  
Full Address

ii) Lessee                      Regisrar  
Indira Gandhi National Open University  
Maidan Garhi, New Delhi – 110068

Any notice required or permitted to be given hereunder shall be deemed to have been given on the date seven (7) days have expired after having been posted when transmitted by registered mall or on the date of transmission with confirmed answer back when transmitted by facsimile.

11. That if on the expiry of this Lease Deed on ..... 20... or on the earlier termination of the lease, the Lessee fails to vacate the Demised Premises and overstays therein, the Lessee shall become liable to be vacated from the Demised premises in accordance with procedure established by law.
12. The Parties agree that the term of this Lease Deed shall be registered and the Lessee shall bear the cost of stamp duty, registration and all other charges in accordance with procedure established by law.
13. The parties agree that the term of this Lease Deed may be extended beyond..... 20 ... on mutually agreeable terms and conditions.
14. The Parties hereby represent and warrants to each other that
  - a) That it has the power and authority to execute and sign this Lease Deed and comply with the terms and condition undertaken herein :
  - b) That this Lease Deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof:
  - c) That there are no action, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental instrumentality or tribunal that restrain it from discharging the obligations undertaken herein.
  - d) That no representation or warranty made herein contains any untrue statement.
15. If any doubt arise as to the interpretation of the provisions of the Lease Deed or as to matters not provided therein, the Parties to this Lease Deed shall consult with each other for each instance and resolve such doubts in good faith.
16. No amendment or change 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 authorised representatives of each of the Parties hereto.
17. 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.
18. This Lease Deed has been executed in the English only and only the English language shall be the controlling language for interpretation thereof. No translation, if any, of this Lease Deed into another language shall be of any force or effect in the interpretation of this Lease Deed or in determination of the intent of either of the parties hereto.
19. This Lease Deed has been executed in one part and shall be treated as 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.

20. That the Lessor shall be responsible to pay all kinds of taxes on the premises levied by the Municipal authorities, Sate Govt or Local Bodies.

**SCHEDULE OF PROPERTY**

All that premises bearing Municipal No..... consisting ..... situated at.....and bounded as follows :

Basement .....Sq. feet  
Stilt Floor .....Sq. feet  
First Floor .....Sq. feet  
Second Floor .....Sq. feet  
Third Floor .....Sq. feet  
Fourth Floor .....Sq. feet

IN WITNESS WHEREOF this Lease Deed is signed by the Parties at ..... on the day, month and year first above mentioned in the presence of the following witness :

**LESSOR**

**LESSEE**

.....  
.....  
.....

(FULL NAME IN BLOCK LETTERS)

**WITNESSES :-**

1. Signature .....  
Name : .....  
Address : .....  
.....

1. Signature .....  
Name : .....  
Address : .....  
.....

2. Signature .....  
Name : .....  
Address : .....  
.....

2. Signature .....  
Name : .....  
Address : .....  
.....