

AGREEMENT DEED

THIS AGREEMENT is made on _____ (day) of _____ (month) _____ (year) between the Director, ICAR - Central Institute of Agricultural Engineering, Bhopal (hereinafter called the **ICAR-CIAE, Bhopal**) which expression shall include his executors, legal representatives and assigns of the **one part**.

AND

Mr./Mrs..... studying / working in the office of ICAR-CIAE, Bhopal as RA/SRF/JRF/YP/PhD Scholars who is a Permanent Resident of, (thereinafter called the **APPLICANT**), the **second part(s)**, witnesses as follows:

1. The **APPLICANT** applied for providing temporary accommodation in any of the **Type-II or Type - III in ICAR - CIAE campus** for self to stay during his / her study period / engagement period at ICAR - CIAE, Bhopal.
2. The Competent Authority, ICAR - CIAE, Bhopal hereby agrees to allow the **APPLICANT** to stay in Quarter No. for an initial period of one year from the (day) of (month) (year) {extendable on request for further period} or until further order, whichever is earlier, vide office order No..... dated..... and by paying a monthly rent of Rs..... (Rupees only) to the ICAR - CIAE, Bhopal as he/she may be directed by ICAR - CIAE, Bhopal on or before the 5th working day of the following calendar month. Additionally the License fee, Water Charges and Electricity will be payable as per Quarter applicability.
3. The **APPLICANT** do hereby covenant with the ICAR-CIAE, Bhopal as follows:
 - a) To pay the said rent / user charges herein before fixed as amended from time to time by ICAR-CIAE, Bhopal in the manner aforesaid.
 - b) To pay the water and electricity charges.
 - c) To abide by the rules and instruction governing allotment of said quarters as decided by the competent authority at ICAR-CIAE, Bhopal.
 - d) Damages charges will be paid by me as per the guidelines.

Other Terms and Conditions

- I. During the allotment period the **APPLICANT** will pay to **ICAR-CIAE, Bhopal** the following dues as per mode of payment indicated below:

Mode of payment:

The **APPLICANT** has to deposit the user fee including all charges for the allotted quarters to Office of ICAR-CIAE, Bhopal in time i.e. by or before 5th working day of the following calendar month by online mode / RTGS in the account of the ICAR-CIAE, Bhopal A/c No. **10470972113** IFSC **SBIN0010144** Branch CIAE, Nabibagh, Bhopal and submit the deposit details to Administration & Recruitment Section by 5th working day of each month.

OR

Allottee may provide his/her consent to the Cash Section of the Institute, for deducting the rent directly from the stipend/consolidated pay.

- II. That, the amount as mentioned above, will be paid by **APPLICANT** regularly. If he/she fails to pay the said amount every month, the amount will be adjusted from his/her their security deposit(s) for one month and from such date **APPLICANT** will have to vacate the quarter otherwise full security deposit will be forfeited and further legal action will be initiated against the **APPLICANT** in addition to charging demurrage rent {i.e. charges at double / triple rate (as per rules)} will be imposed from the date of cancellation of allotment of the quarter till the date of vacating the quarters.
- III. That, the **APPLICANT** will deposit an amount of **Rs. 10,000/- (Rupees Ten Thousand) only as security deposit** which will be reimbursable / refunded after adjusting the losses, if any, and without any interest on the same on vacation of quarter and handing over the key to the Estate Management Section after clearing the electricity dues (if requires) and obtaining the No Demand Certificate from concerned authorities (if requires).
- IV. The allotment can be surrendered by giving 15 (fifteen) clear days' notice before the date of vacation. Failure to give the due notice shall render him/her liable to pay user fee for the quarters for a full month.
- V. Damages for unauthorized/overstay stay: Damages at the rate 40 times of license fee calculated in telescopic method shall be applicable in case of unauthorized stay from the date of end of allotment period.

- VI. The allotted quarters and its premises shall be maintained in a clean condition, to the satisfaction of the Director.
- VII. The Director of this Institute reserves the right to cancel allotment of quarter at any time without assigning any reasons.
- VIII. All other conditions as stipulated in the relevant allotment rules shall be acceptable to all the parties.
- IX. The decision of Director, ICAR-CIAE, Bhopal is final and binding on all parties.

Dispute Resolution

- a) The administrative cost and all expenses incidental to the preparation and stamping of this agreement shall be borne by the APPLICANT.
- b) In the of any question, dispute or difference whatsoever at any time arising under the conditions of agreement or in any other manner under this agreement or in any way relating thereto or the true meaning or interpretation of any of the provision there of (except as to any matters for which the decision is specifically provided for in the conditions of the agreement), the same shall be referred to for decision to a sole arbitrator, who shall be appointed by the Director, **ICAR-CIAE, Bhopal** and the decision shall be final binding on both the parties. It will not be an objection that the arbitrator is a Govt. servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. servant he has expressed views on all or any the matters in question, dispute of difference.
- c) In the event of the arbitrator by the Director of **ICAR-CIAE, Bhopal** dies / neglects / refuses to act or resigns or being incapable or unable to act for any reasons, whatsoever, it shall be lawful for the Director of **ICAR-CIAE, Bhopal** to appoint another arbitrator in place of outgoing arbitrator. Subject as aforesaid, the Arbitration and conciliation Act, 1996 or any modification on or replacement and the rules there under any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause.
- d) All notice and reference hereunder shall be deemed to have been duly served and given to the APPLICANT if delivered to the APPLICANT or their authorized agent or left at consent by registered post to the address stated herein before OR at the allotted quarters of the APPLICANT and to the **ICAR-CIAE, Bhopal**, if delivered to the Director, **ICAR-CIAE, Bhopal** I or sent by

registered post or left at his/her official representatives during office hours on any working day.

e) The original of this Agreement will be kept by the **ICAR-CIAE, Bhopal** and a duplicate presented herewith will be kept by the **APPLICANT**.

IN WITNESS WHEREOF, the **ICAR-CIAE, Bhopal** herein and
..... **Permanent Resident of**
....., hereunder set their
hands and seals the day and year first above written.

for and on behalf of ICAR-CIAE, Bhopal

for and on behalf of APPLICANT

Signature:

Signature:

Shri/ Ms.

Shri / Ms.

.....

.....

In presence of witnesses:

Witness -1

Witness -

1

Signature:

Signature:

Name:

Name:

Address:

Address:

Witness -2

Witness -

2

Signature

Signature

Name

Name

Address

Address