



MOU/LEASE AGREEMENT

This Lease Agreement is made and executed on this 18th Day of June, 2021 at Haryana Bhawan, New Delhi

BETWEEN

Deenbandhu Chhotu Ram University of Science & Technology (DCRUST) having its Administrative office at Murthal-Sonepat-131039, Haryana represented by its Registrar, which, unless the context requires otherwise, shall include its successors and/ or assigns [hereinafter to be referred as the Lessor].

AND

All India Council for Technical Education, a Statutory Body under Ministry of Education, Govt. of India established under the AICTE Act, 1987 and having its Headquarter at All India Council for Technical Education, JNU Campus, Nelson Mandela Marg, Vasant Kunj, New Delhi 110070, represented by its Member Secretary, which unless the context requires otherwise, shall include its successors or assigns [hereinafter to be referred as the Lessee].

Whereas the AICTE is the Apex regulatory body of the Central Government in respect of the Technical Higher Education in India established under the AICTE Act, 1987; and Whereas the AICTE has established Regional Centres/ Offices in various parts of the country for decentralizing its functions and as part of this process and Whereas the AICTE requested the **Deenbandhu Chhotu Ram University of Science & Technology** (**DCRUST**) of Murthal-Sonepat, Haryana for allotment of land and construction of the AICTE Training And Learning (ATAL) Academy in **Deenbandhu Chhotu Ram**

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University of Science & Technology (DCRUST) Campus without causing any financial implications to the University and the Deenbandhu Chhotu Ram University of Science & Technology (DCRUST) of Murthal-Sonepat, Haryana has agreed to the said request vide letter no.DCRUST/Cons/(Acad)/216 dated3-12-2019

Whereas after due deliberation between both the parties to this agreement, **Deenbandhu Chhotu Ram University of Science & Technology (DCRUST)** agreed to provide land measuring an area of 2.00 acres to AICTE for a period of 33 years on perpetual lease on payment of ₹ 1/- per annum as lease rent, shall be paid in advance for the first year at the time of registration of lease deed and thereafter every year on same date till the completion of lease period, with permission for construction of building for AICTE and Training Academy with a provision to renew the lease and permission to continue to use the land and premises by AICTE on payment of lease rent to be determined at that time for another period of 33 Years or less than 33 years. Therefore, now both the parties hereby agree to reduce the terms and conditions of the agreement into writing for the purpose of certainty and clarity, which witness as under:

- have adequate infrastructure for successful completion of ATAL Academy & have experience of conducting many residential training Programmes .Also, DCRUST has also agreed to provide land measuring an area of 2.00 acres to AICTE for an initial period of 33 years on perpetual lease with permission for construction of building for AICTE Training And Learning (ATAL) Academy with a provision to renew the lease and permission to continue to use the land and premises by AICTE after an initial period of 33 years which will be extended for another period of 33 years on the same terms and conditions which may be for another period of 33 Years or less than 33 years.
- 2) The AICTE shall fund/construct the building on the land earmarked by **Deenbandhu Chhotu Ram University of Science & Technology (DCRUST)** which is indicated in the schedule annexed, by following the relevant rules and subject to the terms and conditions of this agreement, by utilizing its own funds.

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AICTE will also establish an IDEA Lab at the ATAL Academy at Murthal as Model Idea Lab along with some Centre of Excellence in emerging areas. It is categorically agreed between both the parties that **Deenbandhu Chhotu Ram University of Science & Technology (DCRUST)** shall bear maintenance charge after the construction of building in this regard. The University will run and make the Idea LAB functional with its own resource. Future maintenance and functioning of the facilities created will be sole responsibility of the DCRUST University. DCRUST University will deploy required staff for functioning of the facilities and maintenance and also allot necessary funds required to run all the facilities.

- 3) Deenbandhu Chhotu Ram University of Science & Technology (DCRUST has agreed to let AICTE construct a building and Model Idea Lab to an extent of 2.00 acres in the Deenbandhu Chhotu Ram University of Science & Technology (DCRUST) Campus. However, all future functional matter will be dealt by DCRUST University.
- 4) The **DCRUST** shall extend its full co-operation and shall sign/ execute the relevant documents to facilitate the construction of building as per the requirement of AICTE. AICTE shall fund / construct the building as per norms existing in the state of Haryana and DCRUST, Murthal.
- Both the parties agree that the DCRUST will use the constructed premises for carrying out training of faculty member and similar activities as deemed fit by AICTE. Also, there should be facility for hands on training as per need of the faculty members.
- AICTE ATAL Academy shall provide suitable funding for Teachers Training and Learning Programme. AICTE will also provide maintenance charge initially for 5 years. However, the required staff has to be deployed by DCRUST, Murthal.

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- 7) Appointment of Nodal Officer/Director by DCRUST by giving him/her responsibility for proper functioning of constructed building and he/she shall be answerable to AICTE regarding submitting reports of training on monthly basis.
- 8) The DCRUST shall pay municipal charges, maintenance charges, property tax and any other tax levied by the Govt. and the Local authority in respect of the 2.0 acres leased land and the constructions there on in respect to the 2.0 acres of leased land. Also, salary of staff(technical/non-technical), assistants as required for maintenance and upkeep of the building shall be borne by DCRUST only.
- 9) The Deenbandhu Chhotu Ram University of Science & Technology (DCRUST) shall provide water facility to the Lessee and shall provide all assistance to AICTE in obtaining electricity connection. Water and electricity will be provided by DCRUST.
- 10) The Deenbandhu Chhotu Ram University of Science & Technology (DCRUST) shall permit the Lessee to raise construction, to demolish and to rebuild the structure building as per requirement of AICTE and as per approved map of Gram Panchayat Murthal, Sonipat district during the lease period
- 11) The DCRUST shall not transfer, assign, charge, mortgage, hypothecate, sublet, sell or dispose of or part with possession in any manner of the leased land to any third party.
- 12) Deenbandhu Chhotu Ram University of Science & Technology (DCRUST) being the state owned technological university in the state of Haryana, AICTE will implement the ATAL training programme in association with DCRUST.

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Any dispute arising out of this lease agreement shall be resolved by referring the matter for arbitration by the sole arbitrator to be appointed jointly by the Vice-Chancellor, **Deenbandhu Chhotu Ram University of Science & Technology** (**DCRUST**) and AICTE under the provisions of the Arbitration and Conciliation ACT-1996. Further, if there is any dispute to which, the arbitration and Conciliation ACT-1996 does not apply then, only the Courts at Delhi have the jurisdiction to determine such dispute.

This MoU shall come into force from the date both the parties have signed the same.

Both the parties have considered and read the terms and conditions of this MOU and thereafter agreed to sign it on 18th June 2021.

In witness whereof, the parties hereto have caused this MOU to be signed in their respective name as on the day, month and year mentioned above.

For and on behalf of

All India Council for Technical Education

(AICTE)

प्रो. (Signature) प्रो. पीर्न में डी. पीर्ड पेर्डुड / Prof. ANIL D. SAHASRABUDHE

(Prof. Anil D. Sahasrabudhe)

All India Council For Technical Education Chair कार्योपि स्विधिक निकास) (A Salutory Body of the Govt. of India) नेल्यान मंडेला गार्ग, वसंत कुंज, नई दिल्ली-110070 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

n the presence of:

18/06/21

For and on behalf of

Deenbandhu Chhotu Ram University

of Science & Technology (DCRUST)

(Signature)

(Prof. Rajendra Kumar Anayath)

Vice Chancellok DCRUST

VICE CHANCELLOR
Deenbandhu Chhotu Ram University
ef Science and Technology, Murthal
(Maryana State Govt. University)
sevent, dcrustm.org

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