

मध्य प्रदेश MADHYA PRADESH

LEASE AGREEMENT

This Lease Agreement is being executed on this 1st December 2010 at Jabalpur (M.P.)

BETWEEN

Maharishi Shiksha Sanshthan, a society registered under societies Registration Act 1860 vide Registration No. S-22644 dated 12-02-1992 having its Head Office at A-116 defense colony, New Delhi, represented through its authorized General Power of Attorney holder Shri Yateesh Saxena S/o. Shri M.C. Rai, Assistant Director Maharishi Vidya Mandir, Regional Office, Jabalpur (M.P.) (Registered on 27/11/2010 D.No. 2449 Sub-Registrar Office Bhopal M.P.)

AND

Maharishi Mahesh Yogi Vedic Vishwavidyalaya (hereinafter know as vishwavidyalaya) a University established by the state legislative assembly of Madhya Pradesh, by M.P. Act No. 37/1995 having its Head Office Village-Karoundi, Post- Umariapan, District-Katni & Administrative Office at Lamti, Vijay Nagar, Jabalpur (M.P.) represented by Shri Arvind Singh Rajput S/o Shri Govind Singh Rajput, Registrar of Vishwavidyalaya hereinafter referred to as the second party.

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प्राचार्य शिक्षा विभाग (बी.एड/डी.एड.) महर्षि नहेश योगी वैदिक विश्वविद्यालय ग्राम-लमती, तहसील-जबलपुर (म.प्र.) शिक्षा विभाग (बी.एड डिश्चित्यालय महर्षि महेश योगी वैदिक विश्वित्यालय गाम-लमती, तहसील-जबलपुर (म.प्र.)

(1) HERD (BUILDING SKY REARMON DERVY जिला कोवालय अधनपर 2 2 Mar 2010 मुद्रोक शुलक.... 100 जनपद : --अरिष. ए सिंट याजायू N नगर का नगर ि पिता जीविद सिंह बाजपूर 🕏 द्वारा उप जिला जयलपुर, जिला 204 and TOSO जबलपुर क उप-वजीयक के and 11.1.21.2010 को मापूरा । । । [•] • विषे जयलपुर - 1 (म प्र) ज्ये पंजीयया जबलपुर - 1 (म.प्र)

31. That, in case of there arising any dispute between the parties, the matter shall be resolved amicably by both the parties.

IN WITNESS WHEREOF, both the parties have set their hands and signed the agreement in presence of the following witnesses on the day, month and year first above written.

Witnesses	Signature Figet Party
1. Signature Thuby Name - Dinesh Choubey Father's Name - Lt. C.P. Chousey Address - 924, Sneh Nagar Jubulpur	(Yateesh Saxena) Attorney of Maharishi Shiksha Sansthan
2. Signature Name - Father's Name - Address -	Signature Second Party Per and Party Arvind SingarRa Party Registrar
	Maharishi Mahesh Yogi Vedic Vishwavidyalaya

प्राचार्य शिक्षा विभाग (बी.ः 'डी.एड.) नंहर्षि महेश योगी वैदिक वश्वविद्यालय ब्राम-लमती, तहसील-जबलपुर (म.प्र.) पुकाम

दस्तावेज की तफसील, तारीख व कीमत या दातालूज की तारीख या किस्म जो मुहरबंद क्रिक्ट किया किस की अगर हो ओहरे के अगर लिखी हुई इबारत

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शिक्षा विभाग (बी.एड/डी.एड.) नहिं नहेश योगी वैदिक विश्वविद्यालय ग्रान-लनती, तहसील-जबलपुर (म.प्र.) The expression of the "The first party" and "The second Party" shall unless repugnant to the context include their heirs, successor and designs of both the parties.

WHEREAS, the "First Party" has purchased and at Vilage-Lamti Near Vijay Nagar, Jabalpur (M.P.) admeasuring 2 Acres bearing, Khasra No. 39/3 the sale deed for which has been registered at Office of Sub-Registrar, Jabalpur on dated 07th December, 1999, hereinafter referred to as the "Said Land and Building".

AND WHEREAS, the "First Party" is the absolute owner and in physical possession of the "said land and building".

AND WHEREAS, the "Said land and building" has been properly mutated in the name of "First Party" and the "First Party" is the absolute and lawful owner in possession of the "Said Land and Building".

AND WHEREAS, the "Second Party" is running and managing Education Institution on the ideals and principles of Unified Field based ideal Education as propounded by His Holiness Maharishi Mahesh Yogi Ji which is one of the object of the "First Party".

AND WHEREAS, the "Second Party" has desired the "Said land and building" on lease for establishing and running as Educational Institute of the ideals and Principles are described above.

AND WHEREAS, the "First Party" has agreed to give the "Said land and building" on lease to the "Second Party".

NOW THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE REDUCED IN WRITING:

 That, this agreement shall be effective from 31st day of January, 2004 retrospectively for a period of 30 years.

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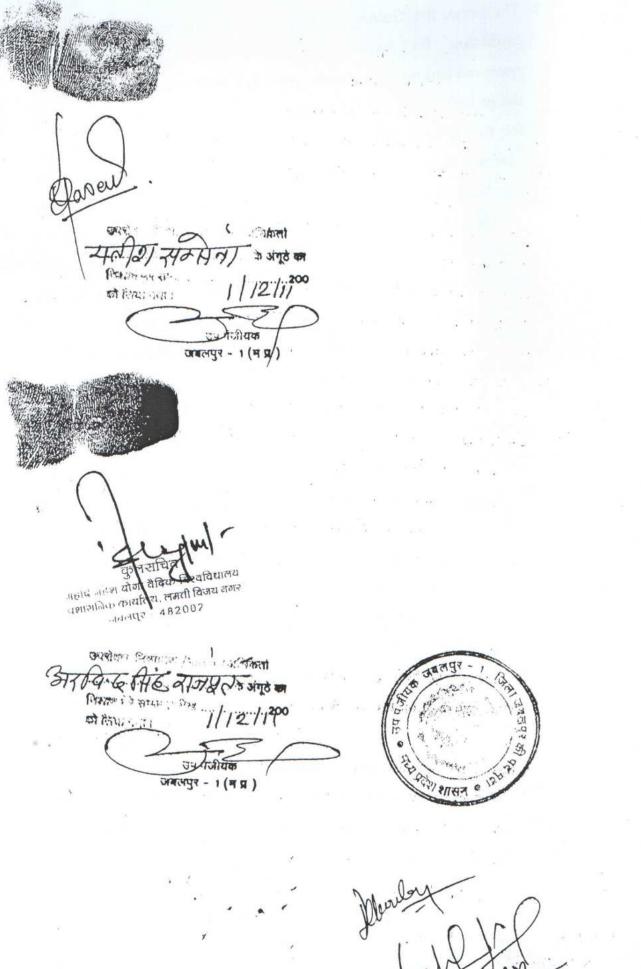
शिक्षा विभाग (बी.एड/डी.एड.) महर्षि महेश योगी वैदिक विश्वविद्यालय

- 2. That, since the "Second Party" has proposed to set up on educational institution for imparting AICTE/NCTE/IGNOU/DEC/University approved courses. It has been agreed that the "First Party" will charge the national lease rent being Rupee 1/- per annum (Rupee One Only) for the purpose of registration of the lease agreement from the "Second Party". The "Second Party" shall pay this amount of lease rent being Rs. 30/- (Rupees Thirty Only) for 30 years at once and premium Nil.
- 3. That, after the expiry of 30 years from 31 day of January 2004, both the parties shall have option to terminate/renew this agreement by serving a notice to this effect at least six months in advance
- 4. That, the "First Party" shall hand over the "Said land and building" on as is where is position to the "Second Party".
- 5. That, the "Second Party" shall be entitled to construct building for carrying on educational activities out of its own funds on the "Said land and building" and the building constructed upon. It shall be utilized only for running Educational Institutions and Transcendental Meditation Centre on the ideals and principles of 'His' Holiness Maharishi Mahesh Yogi Ji and not for other purpose whatsoever.
- That, the "Second Party" will construct the building and other structures as per the byelaws of the local municipal or any other concerned authorities and shall abide by the same.
- 7. That, as regards the construction activities, the "First Party" shall in no way be responsible if any of the terms and conditions of the municipal or any other concerned authorities are violated by the "Second Party". The "Second Party" shall be fully responsible for dealing in any/all matters legal or otherwise arising out of construction or carrying out the activities at the "Said land and

building".

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शिक्षा विभाग (बी.एड/डी.एड:) महर्षि महेश योगी वैदिक विश्वविद्यालय याब-लमती, तहसील-जबलपुर (मं.श्रं:)



- 8. That, for the purpose of construction of building if the "Second Party" does not have sufficient funds of its own and may require loan/finances from bank or other financial institution, in such case the "Second Party" will have the absolute rights to pledge or mortgage the "Said land and building" in favour of any bank/financial institutions for arising funds from such bank/financial institutions for building construction.
- 9. That, the "Second Party" will repay all such loans/interest/penalties etc. before expiry of the terms of this agreement and obtain NOC from the concerned financial institution/bank and handover the same to the "First Party" at the time of termination/expiry of the term of this agreement whichever is earlier.
- 10. That, the "First Party" will not be responsible for repaying the loan/interest/penalties/liabilities etc. which may be due to any bank/financial institution/society/company/individual etc. because of any act of the "Second Party".
- 11. That, the loan availed by the "Second Party" by pledging/mortgaging the "Said land and building" shall be strictly used for advancement and furtherance of the aims and objects of the "Second Party" which are similar to the aims and objects of the "First Party".
- 12. However, it shall be the sole responsibility of the "Second Party" to repay the entire loan amount, principal and interest, penal interest etc. whatsoever. The "First Party" will in no way be responsible/liable for repaying any liabilities created by the "Second Party".
- 13. That, in case at the time of termination/expiry of this agreement, if any, liabilities are found by the "Second Party" the property of the "First Party" shall be free to realize the same alongwith the cost of realization from the "Second Party" located in any part of the country. For this act of the "First Party" the "Second Party" shall have no objection of any nature whatsoever.

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- 14. That, by availing the loan, the "Second Party" University will be the beneficiary. None of the office bearers or members of either the "First Party" and the "Second Party" will have any individual beneficial interest or profit sharing interest or draw any personal benefits out of the funds of the "First Party" and the "Second Party".
- 15. That, the "Second Party" shall give due preference for admission in the educational institution run by it to the students of the members. Associate members, well wishers and workers of the "First Party".
- 16. That, the "Second Party" by running and managing educational institution shall be fulfilling one of the objects of the "First Party".
- 17. That, the "First Party" undertakes that the lease shall not be determined or vacated during the subsistence of the loan liability, if any, of the "Second Party" due to any bank/financial institutions against any loan which has been raised by the "Second Party" for educational institutions building construction.
- 18. That, the "Second Party" shall pay all the bills for actual consumption of electricity and water.
- 19. That, the "Second Party" shall form the Managing Committee every year, which shall manage the affairs and activities at the "Said land and building". The "Second Party" shall properly inform the "First Party" regarding the formation of the Managing Committee. The "Second Party" shall induct two persons nominated by "First Party" in the Managing Committee as representative of the "First Party".
- 20. That, irrespective of this lease agreement being executed in favour of the "Second Party" and the activities being carried on by the "Second Party" the "First Party" shall always remain absolute owner of the "Said land and building".

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शिक्षा विभाग (बी.एड/डी.एड.) महर्षि महेश योगी वैदिक विश्वविद्यालय ग्राम-लमती, तहसील-जबलपुर (म.प्र.)

21. That, this agreement shall be terminated if:

- (a) The "First Party" feels that the "Second Party" is not functioning in assessment with the aims and objects of the "First Party".
- (b) The "Second Party" is not imparting education or carrying on activities as per the ideals and principles of Unified Field Education as propagated by His Holiness Maharishi Mahesh Yogi Ji.
- (c) The "Second Party" is not fulfilling the objects for which the "Said land and building" had been given to it.
- (d) If the Transcendental Meditation (TM & TM Siddhi Programme) are not being conducted properly at the educational institution run by the "First Party" or the teaching of His Holiness Maharishi Mahesh Yogi Ji is not being imparted properly to all the persons associated with "Second Party".
- (e) Some other party is interfering in the activities / functioning of the "Second Party".
- (f) The "Second Party" has lost control over functioning of its activities.
- 22. That, in case of termination of this agreement "First Party" shall issue notice to the "Second Party" to this effect.
- 23. That, in case of termination of this agreement and serving of the notice to this effect, the "First Party" shall automatically become legal and absolute owner of all the immovable assets created at the "Said land and building" by the "Second Party". The "Second Party" than shall be treated as trespasser and in case of delay in compliance of the terms and condition of the notice, the "First Party" shall impose penalty or take any other action that is may be deem fit and proper. The "Second Party" shall have no objection of any nature whatsoever the "Second Party" can not approach any court of law for any such action of the "First Party

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शिक्षा विभाग (बी.एड/डी.एड.) महर्षि महेश मोगी वैक्रिक विकास

- 24. That, in case of a situation arising as per clause 23 above, the "Second Party" shall abandon all its activities and hand over undisputed peaceful physical vacant possession of the "Said land and building" alongwith al immovable assets created on the "Said land and building" to the "First Party". The "Second Party" shall not demand any money or compensation irrespective of the amount (huge of small) invested by it at the "Said land and building".
- 25. That, all the members, staff, officers, workers and everybody associated with the "Second Party" shall regularly practice the Transcendental Meditation & TM Siddhi Programme.
- 26. That, The "First Party" shall take part in the activities being carried on at the "Said land and Building" by the "Second Party" as the activities are being conduced for fulfillment of the aims and objects of both the parties.
- 27. That, irrespective of the activities being carried on by the "Second Party" the "First Party" may at any time start any project to fulfill its aims and objects at the "Said land and building", the "Second Party" shall have no objections for the same. The "Second Party" shall extend its help and full cooperation.
- 28. That, the "Second Party" shall not carry on any such activity at the "Said land and building" which is against the interest/aims and objects of the "First Party".
- 29. That, the "Second Party" shall take all necessary steps to maintain "Said land and building" and building in good condition without causing any damages, encroachments etc.
- 30. That, this agreement is being executed with the sole purpose of achieving the aims and object of both the parties. For mutual benefit of both the parties, the terms and conditions are mutually agreed.

वज्ञानकित क्रियेलियः तम्बी विवय वस ज्यसम्हरू Cont..8

शिक्षा विभाग (बी.एड/डी.एड.) महर्षि महेश योगी वैदिक विश्वविद्यालय ग्राम-लमती, तहसील-जबलपुर (म.प्र.)