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Unique Doc. Reference : SUBIN-UPUP1430520485144452595396V
Purchased by : PT VISHWANATH SHARMA HINDU CHARITABLE TRUST JHANSI
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : PT VISHWANATH SHARMA HINDU CHARITABLE TRUST JHANSI
Second Party : BUNDELKHAND UNIVERSITY JHANSI
Stamp Duty Paid By : PT VISHWANATH SHARMA HINDU CHARITABLE TRUST JHANSI
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING [MOU]

This MOU is made on **Seventeenth day of the October month of the 2023 year at Jhansi (U.P.)**

By and Between

Pt. Vishwanath Sharma Hindu Charitable Trust, 371/12, Civil Lines, Jhansi (U.P.) through its Chairman/ managing Trustee / Authorized trustee (Hereinafter referred to as the **First Party**, which expression will include its successors, legal representatives, executors, Administrators and assigns)

And

Bundelkhand University, Jhansi, which is a lawfully established State University under the U.P. State University Act 1973, through its Registrar

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Statutory Alert:

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Registrar
Bundelkhand University
JHANSI

(Hereinafter referred as the **second party**, which expression will include its Successors, legal representatives, executors and administrators & assigns).

WHEREAS the Second Party wanted to establish "Bundelkhand Heritage Institute" at the premises and Property of Bundelkhand University Jhansi situated at Kanpur Road, Jhansi (U.P.) and was in search of a philanthropist person /organization who would be willing to extend financial help for establishing the said institute in the premises of the University.

AND WHEREAS on request of the second party the First Party has expressed its desire to extend help and co-operation in establishing "Bundelkhand Heritage Institute" in the memory of their beloved and reverend father Late Dr. Pandit Vishwanath Sharma, who was the renowned social worker, philanthropist and the Ex-Member of Parliament as well as the Managing Director of Shree Baidyanath Ayurved Bhawan Pvt. Ltd. This Heritage institute will serve as an educational and immersive cultural hub, offering students, scholars, and visitors an opportunity to explore and engage with the rich cultural and natural heritage and historical legacy of Bundelkhand region, which include Bundelkhand's history, cuisines, language, monuments, landscapes, archive materials, crafts, dance and drama, books, works of art, artifacts, folklore, customs and traditions, knowledge as well as natural heritage of Bundelkhand such as culturally significant landscapes and biodiversity, alongside promoting IKS, tourism as well as Interdisciplinary and Multidisciplinary Research.

AND WHEREAS the first and second parties have freely consented to work together, in consideration of and subject to the mutually agreed provisions as follows:

1. That the First Party has agreed to contribute towards the construction of a part of building of the "Bundelkhand Heritage Institute" to be known as "**Doctor Pandit Vishwanath Sharma Bundelkhand Heritage Institute**" (Hereinafter referred as the Heritage Institute). This Heritage Institute is being established In order to bring the treasure trove of Bundelkhand's heritage and history closer to the society and general masses. The broader aim is to cultivate a culture of creativity and unleash innovative mindset among students and to enable them to become more aware about Bundelkhand's heritage and history.

The Degree, Diploma and Certificate courses in "Bundelkhand Heritage" will propel in developing an understanding of perspectives about Bundelkhand's extensive and vibrant cultural ethos and strong values and history. The Project will not only conserve the heritage and culture,

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language, food, and crafts but will also enable young hearts to explore new avenues for personal and entrepreneurial growth especially in the field of tourism.

2. That the building constructed through contribution by the First Party will be a part of the aforesaid "**Doctor Pandit Vishwanath Sharma Bundelkhand Heritage Institute**", which is being established by the Second Party.
3. That the part of building of the heritage Institute being constructed by the First Party is in the premises of the Second Party, on the land selected by the Second Party and as per the construction plan and map of the building approved by the Second Party. The Second Party shall extend its full co-operation to the first party for this purpose, so that the construction of the building of the heritage Institute may be completed, as early as possible.
4. That as per plan of the establishment of the aforesaid heritage Institute, the ownership Rights of the building constructed by the First Party will automatically stand vested in the Second Party.

However, the building being constructed by the First Party shall only be used for the activities of the heritage Institute and not for any other purpose. Nevertheless, if the situation arises wherein the University has to use the said part of building for any other purpose, then the same will be done with the prior written consent of the First party.

Further, it is explicitly agreed by the second party that the second party can never change the name of the heritage institute as well as cannot rename the Heritage institute. Hence, it is agreed by the second party that the name of the heritage institute will remain "**Doctor Pandit Vishwanath Sharma Bundelkhand Heritage Institute**" forever.

5. That there shall be an **Advisory Committee** (hereinafter referred to as the Committee) of the heritage Institute consisting of the Chairman, who will be the VICE CHANCELLOR of the University, and 10 members. The first party will nominate 05 members of whom at least 02 members will be research scholars / experts in the field of culture and Arts. Likewise, 05 members will be nominated by the Second Party of which at least 02 members will be renowned persons in the field of the culture and Arts.

In addition, the Registrar, Finance officer, Dean of the Faculty of Heritage, Culture and Arts of the heritage Institute of the University will

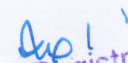


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be Ex-Officio members of the Committee. **Mr. Anurag Sharma S/O Late Dr. Pandit Vishwanath Sharma** and his legal heirs shall be the life member(s) of the Governing Body and Committee. The Committee will advise the University in the matters of overall development and running of the heritage Institute **including but not limited to designing Degree, Diploma and Certificate courses covering various aspects of Bundelkhand's heritage. The second party will ensure that the above mentioned courses are duly approved and recognized by the statutory bodies as applicable and prescribed under present law(s) and subsequent amendment or enactment that of.** The term of the Committee shall be for Two years. Recommendations of the Committee shall be placed before appropriate bodies of the University.

6. That the Second Party will ensure that there should be no change in the prime objective of this heritage Institute as mentioned hereinbefore i.e. the study and related research work as well as promotional activities pertaining to heritage and history of Bundelkhand. At least 50% of all courses taught and projects undertaken by the heritage Institute, the "Bundelkhand's heritage" will be the subject.
7. That there shall be a **Research Advisory Committee** consisting of 04 experts from the field of Culture and Arts out of which 02 each will be Nominated by the First and Second party. Vice-Chancellor of the University or his/her nominee shall be the Chairperson of the Research Advisory Committee. The term of the committee shall be for 2 years. The Research Advisory Committee will advise on the matters related to research in the field of heritage and History of Bundelkhand. Recommendations of the Committee shall be placed before the appropriate bodies of the University.
8. That if the First Party is willing to conduct some research project in the heritage Institute, then it will enter in to a separate and specific MOU with the Second Party defining various aspects of the project including funding, nominations of Experts, sharing of findings, commercial & utilization of results and patenting rights (IPR) etc.
9. That the admission to various courses (Degree/ Diploma/Certificate) or any educational and /or research activities will be conducted by the heritage Institute as per rules and Ordinances of the University. However, up to 10% seats of the each of the aforesaid courses etc. shall be filled up out of student nominees of the First Party, provided that no relaxation in eligibility and fees etc. will be applicable to such nominees.

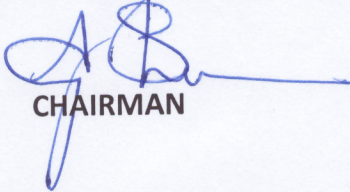



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10. That this MOU is subject to exclusive jurisdiction of courts and authorities at Jhansi (U.P.).
11. This **MOU** is made in duplicate, one copy for each party and each copy bearing the same **legal effect**.

In witness whereof the parties hereto have signed this MOU on the date, month and year first above written in the presence of witnesses.

For Pt. Vishwanath Sharma Hindu Charitable Trust

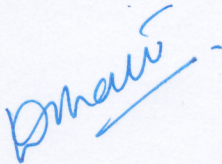

CHAIRMAN

For Bundelkhand University Jhansi

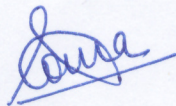

REGISTRAR
Registrar
Bundelkhand University
JHANSI

Witness: Names and Addresses:

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2.



3.