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The proposal contained in the file is for vetting of Memorandum of Understanding (to be executed between Chairperson of Tribal Council, Nancowrie, Nicobar District and the Secretary (Tribal Welfare) A&N Administration Port Blair) for handing over of the newly constructed Transit Tribal Hostel at Brookshabad, Port Blair on lease basis. The proposal has been examined with reference to the documents available in the file.

57
The draft MOU is placed in the file. It is stated that the MOU is to be signed by the department of Tribal Welfare and Chairperson of Tribal Council, Nancowrie. The Transit Tribal Hostel is to be taken over for the use of the Nicobarese Youths of Nancowrie Group of Islands.

58
It is stated at clause (1) of the draft MOU that Transit Tribal Hostel is to be given for a period of seven (07) years commencing from the date of taking over of the physical possession of the premises. It is seen at Para 51/n that the Chairman of Tribal Councils Chowra, Katchal, Teressa, Karmota and Great Nicobar have given their consent to Smti. Ayesha Majid, Chairperson, Tribal Council, Nancowrie for signing the MOU on their behalf.

59
It is seen from the draft MOU placed in the file as per clause (4) of MOU, it is mentioned that the Chairperson, Tribal Council Nancowrie, will make token payment of Re. 1/- to the Director of Tribal Welfare as lease amount for a period of 7 (seven) years for said building prior to taking over of the possession of the building.

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As per clause 5 (ii) of MOU, it is mentioned that the Chairperson, Tribal Council, Nancowrie will be responsible for maintenance and up keeping of the above mentioned building and its optimum utilization for development of the Nicobarese Community. As per clause 5 (vi) of MOU, it is mentioned that the second party will not undertake any construction of any type in the place adjacent to the said building under any circumstances. In the case of minor repairs to the building the same may be executed under intimation to the first party.

61
As regards clause 5 (vii) of MOU, it is mentioned that the Tribal Council will furnish yearly status report of the building related to its utilization to the Deputy Commissioner, Nicobar District, and the Director of Tribal Welfare, A&N Administration through the Assistant Commissioner, Nancowrie on or before 10th April of each financial year.

62
As regards clause 7 of draft MOU, it is mentioned that in case of any dispute arising between parties regarding this MOU and or the responsibilities covered under these Memorandum of Understanding, the same will be referred for arbitration by an arbitrator to be appointed by Hon'ble Lt. Governor, A&N Islands.

63
As per clause 8 of draft MOU, it is mentioned that this MOU will expire after completion of 07 years from the date of its signing. This MOU is subject to review before the expiry of the agreement and in case of consensus of both the parties the MOU will be renewed for a further period as to be decided by both parties after arriving at a consensus.

Save, otherwise, draft MOU is in order from financial angle and may be finalized after obtaining approval of the competent authority.

प्रधान सचिव ()
Prin. Secretary (Fin)
क्र.सं. दिनांक.
25.2.19/10/64
S.No. Date
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24/9/10
23/9/10
Director (Fin)
Pr. Secretary (Fin)
Secretary (TW)
A self contained note for app. to Com Auth.
28/09
29/9/10
SRP. 20
Senior Accounts Officer
(वित्त- 11 Finance)
सचिव, Secretariat