

(10)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on this the Day of2010 between the President of India acting through the Director of Industries, A & N Administration, Port Blair (herein after called "the first party" of the one part) and Pradhan, Laxmi Nagar, Gram Panchayat, Campbell Bay, Nicobar District(hereinafter called "the second party" of the other part).

- (1) In consideration of the MOU the first party agrees to lease out the built up 17 Nos. Industrial Sheds measuring area 1000 square feet each, constructed by the Andaman & Nicobar Administration at Industrial Estate Campbell Bay under Nancowry Tehsil to the second party for a term of 15 years (Fifteen) years in the first instance, commencing from the date of taking over the physical possession of the sheds and subject to the terms and conditions contained below:
- (2) The Sheds so assigned shall be used only for the purpose for which they are assigned i.e. establishment of Laxmi Nagar Gram Panchayat Office and any other developmental activities of the Gram Panchayat as per the resolution passed by the Gram Sabha.
- (3) The account of the revenue generated by utilization of sheds shall be maintained properly and invariably be reflected in the Cash Book of Panchayat Office.
- (4) The Pradhan, Laxmi Nagar Gram Panchayat, Campbell Bay should pay a token amount of Re. 1/- to the Director of Industries as lease amount for a period of 15(fifteen) years for the above mentioned Sheds prior to taking over of the possession of the sheds.
- (5) **OTHER UNDERSTANDING REACHED:** The Gram Panchayat and the Industries Department also agree that:
 - (i) No recurring or non-recurring expenditure or any human resource shall be borne by the first party for any type of maintenance or up keep of the buildings.
 - (ii) The Pradhan, Laxmi Nagar Gram Panchayat will be responsible for maintenance and up keep of the building and its optimum utilization for the development of the villagers.
 - (iii) The Pradhan, Laxmi Nagar Gram Panchayat will be responsible for payment of all types of maintenance charges, electrical service charges, water charges or any others charges cropping up from the date of taking over possession of the sheds and the first party shall in no way be responsible for any liability on this account.
 - (iv) The Second Party shall not undertake any construction of any type in the place adjacent to the factory sheds under any circumstances. Minor repairs to the Sheds may be executed under intimation to the first party.
 - (v) The Gram Panchayat has to furnish a yearly status report of the buildings with its details of utilization to the Deputy Commissioner, Nicobar District and Director of Industries, A&N Administration through the Assistant Commissioner, Campbell Bay on or before 10th April of each financial year.