

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made on this the Day of 2010 between the President of India acting through the Director of Tribal Welfare, A & N Administration, Port Blair (herein after called "the first party" of the one part) and Chairperson, Tribal Council, Nancowrie, 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 Transit Tribal Hostel at Brookshabad measuring area approximately 44m x 16m, constructed by the Andaman & Nicobar Administration at Brookshabad under Port Blair Tehsil to the second party for a term of 7 years (Seven) years in the first instance, commencing from the date of taking over the physical possession of the building and subject to the terms and conditions contained below:
- (2) The building so assigned shall be used only for the purpose for which it is assigned i.e. the Nicobarese coming from Southern Group of Islands for various purposes including interview, competitive exams, training courses etc.
- (3) The account of the revenue generated by utilization of building shall be maintained properly and invariably be reflected in the Cash Book of Transit Tribal Hostel.
- (4) The Chairperson, Tribal Council, Nancowrie, Nicobar District should pay a token amount of Re. 1/- to the Director of Tribal Welfare as lease amount for a period of 7(seven) years for the above mentioned building prior to taking over of the possession of the building.
- (5) **OTHER UNDERSTANDING REACHED:** The Tribal Council Nancowrie and the Tribal Welfare 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 Chairperson, Tribal Council Nancowrie, will be responsible for maintenance and up keep of the building and its optimum utilization for the development of the Nicobarese Community and shall not remove any item from the site of the premises thereof without prior approval of the first party.
 - (iii) No third party shall be allowed to use the premises of the building or to use any part thereof.
 - (iv) The Chairperson, Tribal Council Nancowrie, 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 building and the first party shall in no way be responsible for any liability on this account.
 - (v) The Second Party shall not undertake any construction of any type in the place adjacent to the building under any circumstances. Minor repairs to the building may be executed under intimation to the first party.
 - (vi) The Tribal Council, Nancowrie has to furnish a yearly status report of the buildings with its details of utilization to the Deputy Commissioner, Nicobar District and Director of Tribal Welfare, Administration through the Assistant Commissioner, Nancowrie on or before 10th April of each financial year.