

6: 7: - Others.

(i) Providing of Land to Non-NEHU Institution.

In pursuance of the Executive Council Resolution NO:EC:112:2002:6: 7(iv) adopted at the 112th meeting of the Council held on 27th March, 2002, a committee was constituted to draw up an MOU in consultation with the Legal Adviser to include not only the allotment of land but also expenditure on common facilities such as road, power supply, water etc. The said Committee met on 6th may, 2002 and submitted a draft MOU as per Annexure-'A'.

The matter is placed before the Council for consideration.

No: 2-10: REGR: CONF: 2002/1692

...00...

**NORTH EASTERN HILL UNIVERSITY  
OFFICE OF THE REGISTRAR**

**No:2-10:REGR:CONF:2002  
Dated: 10<sup>th</sup> May, 2002**

**Sub: Minutes of the 112<sup>th</sup> Meeting of the Executive Council - Modification thereof**

**Ref: EC:112-4/Conf/2002/571 Dated Shillong the 23<sup>rd</sup> April, 2002**

The Committee met on 6<sup>th</sup> May, 2002 in the office chamber of the Registrar and reviewed the draft MOU that had been prepared earlier. Keeping in mind, the consent of the Legal Adviser, the Committee made the following correction as minuted. The final printed copy of the recommended MOU is attached for necessary action.

**Registrar**

**Deputy Registrar (Conference)**

*[Faint, mirrored text from the reverse side of the page is visible through the paper, including phrases like "The Committee met on 6th May, 2002", "minutes of the 112th meeting", and "modification thereof".]*

Minutes of the meeting of the Committee constituted under notification No.REGR:ESTATE:2002:1680 dated 3<sup>rd</sup> May, 2002 held in the office chamber of the Registrar on 6<sup>th</sup> May, 2002 at 2:00 PM.

#### Members Present

- |   |   |          |
|---|---|----------|
| 1. Professor J B Bhattacharjee<br>Chairman, Building Committee<br>Department of History<br>NEHU, Shillong | - | Chairman |
| 2. Professor D T Khathing<br>Registrar, NEHU, Shillong  | - | Member   |
| 3. Shri J Lhungdim, IDAS<br>Finance Officer, NEHU, Shillong   | - | Member   |
| 4. Professor A N Rai<br>Dean, School of Life Science, NEHU, Shillong                                      | - | Member   |
| 5. Shri B Sen<br>Audit Officer, NEHU, Shillong  | - | Member   |
| 6. Shri K M Dev<br>Deputy Registrar (Legal), NEHU, Shillong   | - | Convenor |

The Committee has gone through the draft MOU circulated to the members and suggested the following modifications:

1. The word "two" in the second line of the introductory para be omitted and the space be kept blank.
2. At the end of Clause 1, a sentence "Such request may be routed through the Government of Meghalaya" be added.
3. At the end of Clause 2, the sentence "The Second Party shall be liable to pay a token revenue as mutually agreed upon" be added.
4. In Clause 11, the word "electricity etc." be replaced by "security etc.".
5. In Clause 16, the word "in" be replaced by the word "any".

With the above said modifications, the Core Memorandum of Understanding was approved and recommended to the Executive Council for consideration and approval.

Professor J B Bhattacharjee  
Chairman, Building Committee  
NEIU, Shillong

Professor D T Khathing  
Registrar  
NEIU, Shillong

Dated: 6<sup>th</sup> May, 2002  
Shillong.

**DRAFT CORE MEMORANDUM OF UNDERSTANDING BETWEEN**  
**NORTH EASTERN HILL UNIVERSITY SHILLONG AND**

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This memorandum of understanding made and signed on \_\_\_\_\_ day of \_\_\_\_\_, two thousand and \_\_\_\_\_ between the North Eastern Hill University, Shillong (herein after referred to First Party) constituted under the NEHU Act 1973 and \_\_\_\_\_ (herein after referred to as Second Party) constituted under the \_\_\_\_\_ in the matter of allotment of land allowing construction of building(s) etc., for the use of Second Party. The expression "First Party" and "Second Party" shall, unless the context otherwise requires, include its successors and assigns.

1. Both the First Party and the Second Party are aware of the Meghalaya Transfer of Land (Regulation) Act, 1971 and agreed upon that this agreement for allotting a plot of land measuring \_\_\_\_\_ acre as per the map and schedule enclosed herewith in annexure - 1, in no way, shall be in contravention with the provisions of the Meghalaya Transfer of Land (Regulation) Act 1971. Such request may be routed through the Government of Meghalaya.
2. The First Party allotted the above said plot of land and allowed the Second Party to develop its campus within this area of land without having any right or title to the land allotted by the First Party. The Second Party shall be liable to pay a token revenue as mutually agreed upon.
3. The above said plot of land allotted to the Second Party is for the purpose of using the same for the development of educational activities and land allotted to the Second Party or the construction

made therein cannot be used by the Second Party for any commercial purpose.

4. The campus maintained by the First Party has its own boundary and the Second Party shall have no right to make or construct any boundary wall or boundary pillar to the land allotted to the Second Party.
5. The architectural design of the construction of building(s) or any permanent structure shall, as far as possible, conform to the general pattern followed by the First Party and Second Party shall have to get the conceptual plans / designs for any construction within the area of land allotted to the Second Party approved by the First Party.
6. The First Party shall have the right of access to the land of the Second Party and shall also have the right to use the roads etc, constructed within the area of land allotted to the Second Party.
7. The approach road(s) to the plot of land allotted to the Second Party will be constructed only by the First Party and cost for such construction and its maintenance will be borne by the Second Party.
8. The Second Party shall under no circumstance have the right to lease out or transfer in any other manner any portion of the land or sublet any building or part thereof constructed there in to any Third Party without the prior written approval of the First Party.
9. The Second Party shall make its own arrangement for Water Supply for its use by way of exploring underground reserve and the Second Party shall have no right to encroach upon the sources of water used by the First Party.
10. The Second Party agrees that all the affluent within the area of land allotted to the Second Party be treated by suitable sewage treatment before discharge.

11. The Second Party agrees to pay an annual premium to the First Party as mutually agreed upon by a separate agreement for using the infrastructure like access roads, electricity supply, sewage and drainage, security etc.
12. It is agreed upon that any dispute in the matter of immovable properties of the University in the use of the Second Party or otherwise, the decision of the Estate Officer of the First Party shall be binding to both the parties and such decision shall not be subject to jurisdiction of any Court of Law.
13. It is agreed upon that in the matter of discipline among the students, the decision of the Dean, Students' Welfare of the First Party shall be final. However, the First Party shall have no objection if the Second party desires to appoint any such officer to look into the discipline among the students of its campus.
14. In matter relating to law and order within the campus of the First Party including the plot of land allotted to the Second Party shall be the subject matter of the Proctor of the First Party.
15. Both the First Party and the Second Party may use any infrastructure or service facilities created by either parties by way of a written agreement between the two for each of such cases.
16. Any other matter which is not covered by this memorandum of understanding shall be decided by a separate agreement as mutually agreed upon by both the First Party and the Second Party.
17. The stamp duty, if any, on this bond shall be borne by the Second Party.

Signed and delivered by \_\_\_\_\_ on behalf of  
Second Party in presence of \_\_\_\_\_

Signed for and on behalf of the First Party namely the North Eastern Hill  
University by \_\_\_\_\_ the Registrar of the University being  
the person authorized to do so in presence of  
\_\_\_\_\_

NEHU, Shillong

**NORTH EASTERN HILL UNIVERSITY****NEHU, SHILLONG**

NO:REGR:ESTATE:2002:

Dated: 3<sup>rd</sup> May, 2002**NOTIFICATION**

In continuation of the Notification No.REGR:ESTATE:2002: 1680 dated 3<sup>rd</sup> May, 2002 the first meeting of the Committee on the matter of allocation lands to other organisations will be held in the office chamber of the Registrar on 6<sup>th</sup> May, 2002 at 2:00 PM. A draft MOU is enclosed.

All the members are requested to kindly make it convenient to attend the meeting.

(K M Deb)  
Convener

Copy to :

1. P.S. to Vice Chancellor, NEIU, Shillong for V.C.'s kind information
2. Professor J B Bhattacharjee - Chairman  
Head, Department of History NEHU, Shillong
3. Professor D T Khathing - Member  
Registrar, NEHU, Shillong
4. Shri J Lhungdim, IDAS - Member  
Finance Officer, NEHU, Shillong
5. Professor A N Rai - Member  
Dean, School of Life Science, NEHU, Shillong
6. Shri B Sen - Member  
Audit Officer, NEHU, Shillong

Convener

**NORTH EASTERN HILL UNIVERSITY  
OFFICE OF THE REGISTRAR**

NO:REGR:ESTATE:2002:

Dated: 3<sup>rd</sup> May, 2002

**NOTIFICATION**

In pursuance to the Executive Council resolution No:EC:112:2002:6:7:(iv): dated 27.3.2002 the Vice Chancellor, NEHU is pleased to constitute a Committee comprising of the following members to finalise an MOU in consultation with the Legal Advisor on the matter of allocating lands to other organisations:

- |    |   |   |          |
|----|---|---|----------|
| 1. | Professor J B Bhattacharjee<br>Chairman Building Committee<br>Head, Deptt. of History, NEHU, Shillong | - | Chairman |
| 2. | Professor D T Khathing<br>Registrar, NEHU, Shillong   | - | Member   |
| 3. | Shri J Lhungdim, IDAS<br>Finance Officer, NEHU, Shillong  | - | Member   |
| 4. | Professor A N Rai<br>Dean, School of Life Sciences NEHU, Shillong                                     | - | Member   |
| 5. | Shri B Sen<br>Audit Officer, NEHU, Shillong   | - | Member   |
| 6. | Shri K M Deb<br>Deputy Registrar (Legal), NEHU, Shillong  | - | Convener |

Registrar  
NEHU, Shillong

Copy to :

1. P.S. to Vice Chancellor, NEHU, Shillong, for V.C's kind information
2. Prof. J B Bhattacharjee, Head, Deptt. of History, NEHU, Shillong
3. Shri J Lhungdim, Finance Officer, NEHU, Shillong
4. Professor A N Rai, Dean, School of Life Science, NEHU, Shillong
5. Shri B Sen, Audit Officer, NEHU, Shillong
6. Shri K M Deb, Dy. Registrar (Legal), NEHU, Shillong
7. OSD, CDD, NEHU, Shillong
8. Dy. Registrar (Estate), NEHU, Shillong
9. Dy. Registrar (Admn), NEHU, Shillong
10. Dy. Registrar (Conf.), NEHU, Shillong

Registrar

**6:6- Service Condition / Financial & Other Benefits.**

- (i) Advance Increment to Shri JN Nayak, Deputy Registrar.

EC:113:2002:6:6:(i): The Council considered the grant of advance increment to Shri JN Nayak, Deputy Registrar on the recommendation of the DPC and RESOLVED to approve the same.

**6:7- Others**

- (i) MOU for providing land to Non-NEHU Institutions.

EC:113:2002:6:7:(i): The Council considered the draft Memorandum of Understanding to be executed between the University and Institutions being allotted land within the University Campus and RESOLVED to approve the same as per Annexure 'F'.

- (ii) Change of name in respect of Dr. Oinam B. Singh,  
Lecturer, Deptt. of Philosophy.

EC:113:2002:6:7:(ii): The Council considered the change of name in respect of Dr. Oinam B. Singh to Bhagat Oinam Singh and RESOLVED to accept the same.

**Item No.7**

**FINANCIAL MATTERS**

**7:5- Annual Accounts / Annual Reports**

- (i) Annual Report for the year 2001-2002.

EC:113:2002:7:(i): The Council considered the draft Annual Report of the University for the year 2001-2002 and RESOLVED to approve the same subject to modifications to be made on the observations of the individual members of the Council.