

অসম ASSAM

H 106741

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and executed on this 4<sup>th</sup> day of September, 2021 at Nalbari College, Nalbari..

- BETWEEN -

**NALBARI COLLEGE** established in the year 1945 affiliated to Gauhati University having its office at Nalbari College, Nalbari, P.O. & P.S. – Nalbari in the district of Nalbari, Assam, Pin – 781335 to be represented by its Principal, Dr. Kamal Nayan Patowary, hereinafter called the FIRST PARTY (with expression shall unless or otherwise contrary or repugnant to the context and meaning made herein include his heirs, successors, legal representative & assignees and representatives) of the FIRST PART.

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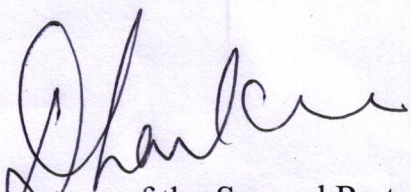
In witness where of both the parties have signed this Memorandum of Understanding in sound state of health and mind without any duress and coercion from any corner in presence of the below noted witnesses.

Witnesses :-

1. Jayanta Malla Baruah

  
Signature of the First Party  
Principal  
Nalbari College, Nalbari  
Nalbari : Assam

2. Bhabu.  
Bhabendra Nath Choudhary

  
Signature of the Second Party  
Secretary  
Assam Cricket Association

3. Romen Saha



(2)

- AND -

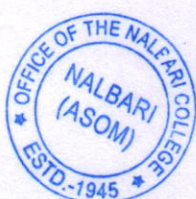
**ASSAM CRICKET ASSOCIATION** (Affiliated to the Board of Control for Cricket in India) having its Head Office at ACA Stadium, Barsapara, Guwahati – 781018 in the district of Kamrup (M) , Assam and City Office at R.G. Baruah Sports Complex, Nehru Stadium, Ulubari, Guwahati – 781007 in the district of Kamrup (M) , Assam to be represented by its Secretary, Sri Devajit Saikia, hereinafter called the **SECOND PARTY** (with expression shall unless or otherwise contrary or repugnant to the context and meaning made herein include his heirs, successors, legal representative & assignees and representatives) of the **SECOND PART**.

**WHEREAS** the First Party is an Educational Institution of repute having its infrastructure including a playground and the Second Party is a pioneer organization, affiliated to the Board of Control for Cricket in India (BCCI) in the State of Assam involved in conducting cricket matches and development of Cricket in Assam.

**AND WHEREAS** the second party as an exercise of promoting the game of cricket with proper cricket infrastructure approached the First Party with a proposal vide letter dated 22.06.2021 to develop and utilize the playground of the First Party.

**WHEREAS** in response to Second Party's letter dated 22.06.2021, the First Party vide their letter No. NC/ACA/College Field/MOU/2021/203 dated 05.07.2021 has accepted the proposal of the Second Party for development of the Nalbari College Playground into a well equipped Cricket ground for the benefit of the budding cricketers including the students of the College.

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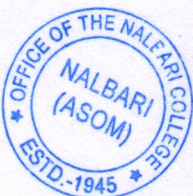
(3)

Henceforth, First Party and Second Party have agreed upon the following terms and conditions regarding allotment of the playground by First Party and developing the same by the Second Party into a proper cricket ground by signing this Deed of MOU.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS  
FOLLOWS :-**

1. That the First Party will indentify and clear the cricket ground area in the playground of the Nalbari College with demarcation and the Second Party shall develop the same as a proper and standard ground which includes 3 (Three) turf wickets at the centre and 2 (Two) practice wickets as well as the improvement of outfield.
2. That the Second Party shall invest necessary fund for developing the cricket facilities and also provide expert manpower for maintenance of the said cricket facilities and in lieu of such investment of money and manpower for development and maintenance of cricket ground, First Party shall allow the Second Party to host and conduct cricket activities under the banner of BCCI/ACA from time to time.
3. That for hosting any cricket activities in the cricket ground, the Second Party will intimate the First Party about the time and schedule in advance and the First Party shall approve the same subject to the academic and sports calendar of the First Party. Second Party will take prior permission from the College Authority for any use of the field without affecting the academic atmosphere of the College.

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(4)

4. The field will remain a property of the First Party. First Party will have full right to use the field at any occasion at any time, ensuring protection of the pitches.
5. That the Second Party shall maintain the cricket ground by providing all necessary equipments and machineries which includes pitch roller, ground roller, ground cover, sight screen etc. along with qualified manpower as required for cricket ground maintenance.
6. That both the parties agreed that as and when the cricket ground and the pitches are ready, the same shall be maintained by the Second Party by providing proper equipments and by engaging curators and grounds men and bear their expenditures.
7. That the both parties agreed that the ground shall be utilised by the Second Party for cricket activities only and First Party will help and cooperate with the Second Party for proper preservation and protection of the cricket ground by restraining unwarranted, unauthorised and unnecessary trespassing of people and vehicles therein.
8. That the both the parties will manually resolve any issues which may arise in using the said playground due to any dispute or misunderstanding keeping in mind the spirit of the MoU.
9. This MoU will be operational from the date of signature by all Parties and to remain in effect for .....07 years.....(Seven...) years from that date. The Parties may agree, in writing to amend this MoU, including extending its duration.
10. Either Parties may terminate this MoU with three (03) months written notice to the other Party. However, such termination shall not affect any ongoing act until it is complete.

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