

"ഭരണഭാഷ- മാതൃഭാഷ"



കേരള സർക്കാർ

സംഗ്രഹം

തദ്ദേശ സ്വയംഭരണ വകുപ്പ് - തിരുവനന്തപുരം ജില്ലയിലെ കിളിമാനൂർ ഗ്രാമപഞ്ചായത്ത് ചിറയിൻകീഴ് ബ്ലോക്ക് പഞ്ചായത്ത് കൊല്ലം ജില്ലയിലെ കടയ്ക്കൽ ഗ്രാമപഞ്ചായത്ത് എന്നിവയിൽ ലയൺസ് ക്ലബ് ഡിസ്ട്രിക്ട് 318 A യുടെ ആഭിമുഖ്യത്തിൽ ലൈഫ് ഗുണഭോക്താക്കൾക്കായി ഭവനങ്ങൾ നിർമ്മിച്ചു നൽകുന്ന "ലയൺസ് - ലൈഫ് വില്ലേജ്" പദ്ധതിയുടെ ധാരണാപത്രം (MoU) അംഗീകരിച്ച് ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

തദ്ദേശ സ്വയംഭരണ(ഡിഇ) വകുപ്പ്

സ.ഉ.(സാധാ) നം.1964/2024/LSGD തീയതി,തിരുവനന്തപുരം, 17-10-2024

- പരാമർശം:-
1. സ.ഉ(സാധാ)നം.320/2024/തസ്വഭവ തീയതി 08/02/2024
 2. സ.ഉ(സാധാ)നം.456/2024/തസ്വഭവ തീയതി 26/02/2024
 3. ലൈഫ് മിഷൻ, ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസറുടെ 24/02/2024 ലെ എൽ.എം5/1610/23 നമ്പർ കത്ത്.

ഉത്തരവ്

തിരുവനന്തപുരം ജില്ലയിലെ കിളിമാനൂർ ഗ്രാമപഞ്ചായത്തിലും, ചിറയിൻകീഴ് ബ്ലോക്ക് പഞ്ചായത്തിലും, കൊല്ലം ജില്ലയിലെ കടയ്ക്കൽ ഗ്രാമപഞ്ചായത്തിലും ലയൺസ് ക്ലബ് ഡിസ്ട്രിക്ട് 318 A യുടെ ആഭിമുഖ്യത്തിൽ ലൈഫ് ഗുണഭോക്താക്കൾക്കായി MoU ലെ വ്യവസ്ഥകൾക്ക് വിധേയമായി ഭവനങ്ങൾ നിർമ്മിച്ചു നൽകുന്നതിന് തത്വത്തിൽ അംഗീകാരം നൽകി പരാമർശം 1,2 എന്നിവ പ്രകാരം ഉത്തരവ് പുറപ്പെടുവിച്ചിരുന്നു. പ്രസ്തുത പദ്ധതിയുടെ ധാരണാപത്രം (MoU) അംഗീകരിച്ചു നൽകുന്നതിന് പരാമർശം 3 പ്രകാരം ലൈഫ് മിഷൻ ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ അഭ്യർത്ഥിക്കുകയുണ്ടായി.

2. സർക്കാർ ഇക്കാര്യം വിശദമായി പരിശോധിച്ചു. ലൈഫ് മിഷനും ലയൺസ് ക്ലബ് ഡിസ്ട്രിക്ട് 318A യും ബന്ധപ്പെട്ട തദ്ദേശ സ്ഥാപനവും സംയുക്തമായി കിളിമാനൂർ ഗ്രാമപഞ്ചായത്ത്, ചിറയിൻകീഴ് ബ്ലോക്ക് പഞ്ചായത്ത്, കടയ്ക്കൽ ഗ്രാമപഞ്ചായത്ത്

എന്നിവിടങ്ങളിൽ നടപ്പിലാക്കുന്ന "ലയൺസ് - ലൈഫ് വില്ലേജ് "പദ്ധതിയുടെ ധാരണാപത്രം (MoU), യഥാക്രമം അനുബന്ധം 1,2,3, ആയി അംഗീകരിച്ചു ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

(ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം)

ലീന എൻ പി

അഡീഷണൽ സെക്രട്ടറി

കോ -ഓഡിനേറ്റർ, നവകേരളം കർമ്മപദ്ധതി,ബി.എസ്.എൻ.എൽ ഭവൻ, ഉപ്പളം റോഡ്, സ്റ്റാച്ചു, തിരുവനന്തപുരം

പ്രിൻസിപ്പൽ ഡയറക്ടർ, തദ്ദേശ സ്വയംഭരണ വകുപ്പ് തിരുവനന്തപുരം

ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ, ലൈഫ് മിഷൻ, തിരുവനന്തപുരം

ശ്രീ.എം.എ വഹാബ്,ഫസ്റ്റ് വൈസ് ഡിസ്ട്രിക്ട് ഗവർണ്ണർ, ലയൺസ് ക്ലബ്ബ് മെർസാജ് ARA - 17, ദേവസ്വം ബോർഡ് YMR റോഡ്, തിരുവനന്തപുരം

ഡയറക്ടർ, കേരള സംസ്ഥാന ഓഡിറ്റ് വകുപ്പ് തിരുവനന്തപുരം

ധനകാര്യ (വനിത ശിശു) വികസന വകുപ്പ്(WCD-3/155/2024-FIN) പ്രകാരം

നിയമ(കൺവെൻഷൻസിംഗ് സെൽ) വകുപ്പ് (CONV-1/69/2024-LAW) പ്രകാരം

സ്റ്റേറ്റ് പെർഫോമൻസ് ഓഡിറ്റ് ഓഫീസർ, തിരുവനന്തപുരം

അക്കൗണ്ടന്റ് ജനറൽ (എ& ഇ)/ഓഡിറ്റ്), തിരുവനന്തപുരം

എക്സിക്യൂട്ടീവ് ഡയറക്ടർ, ഇൻഫർമേഷൻ കേരള മിഷൻ, തിരുവനന്തപുരം

ഇൻഫർമേഷൻ ഓഫീസർ, വെബ്&ന്യൂ മീഡിയ, ഐ&പി.ആർ.ഡി, തിരുവനന്തപുരം

കരുതൽ ഫയൽ/ഓഫീസ് കോപ്പി

ഉത്തരവിൻ പ്രകാരം

സെക്ഷൻ ഓഫീസർ

അനുബന്ധം 1

Memorandum of Understanding (“MoU”)

(Kilimanoor Grama Panchayath , Thiruvananthapuram)

This Memorandum of Understanding (hereinafter referred to as “MoU”), executed on this the day of2024, is made and entered into

AMONGST

Lions International District 318 A, having its Registered **District Office at ‘Merssaj’, ARA- 17, Devaswom Board - YMR Road, Thiruvananthapuram, Kerala, PIN - 695003**, (hereinafter referred to a s “**Lions District 318 A**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors in office, assigns and nominees) represented by Lions District Governor (2024-‘25) Lion M. Abdul Vahab aged 61 (Sixty One) years, son of Mr. Mohammed Haneefa residing at ‘**Merssaj’, ARA- 17, Devaswom Board - YMR Road, North Cliff House, Thiruvananthapuram-PIN 695003**, of the **FIRST PART**

AND

The **LIFE (Livelihood Inclusion and Financial Empowerment)** Mission constituted by the Government of Kerala as per G.O.(P) No. 41/2016/P&EA dated 28.09.2016, working under the Local Self Government Department and having its address – BSNL Bhavan, 3rd Floor, Uppalam Road, Statue, Thiruvananthapuram, Kerala, PIN -695001 - represented by Shri. Suraj Shaji IAS, Chief Executive Officer, LIFE Mission,(hereinafter referred as “**LIFE Mission**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office, assigns and nominees) of the

SECOND PART

AND

The Local Self Government Institution under the Local Self Government Department having its address at Kilimanoor Grama Panchayat, Thiruvananthapuram represented by Sri/Smt.....the Secretary, Kilimanoor Grama Panchayat, Malayamadom, Kilimanoor P.O Thiruvananthapuram – 695601 hereinafter referred as “**Local Self Government Institution**” which

expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in office, assigns and nominees) of the **THIRD PART**.

WHEREAS, Lions District 318 A is the local chapter of Lions International, an international service organization, constituted with the prime objective of undertaking public service activities having its jurisdiction in the Thiruvananthapuram and Kollam Revenue Districts and the Karthikappally Taluk of Alappuzha Revenue District, without any discrimination as to religion, caste, creed or gender. **Lions District 318 A** extends its helping hand to society in various ways including providing homes to the homeless and destitute, providing medical aid to needy patients etc.

AND WHEREAS, LIFE Mission is one of the major flagship programs of the Government of Kerala and aims to provide total housing to all eligible houseless and landless-houseless in the State within a time frame.

AND WHEREAS, Local Self Government Institution, implements the total housing scheme in the Rural and Urban areas for providing

housing shelter to the poor and downtrodden as part of Socio Economic Development activities.

AND WHEREAS, **LIONS District 318 A**, LIFE Mission and Local Self Government Institution are desirous of associating together to provide homes for hundred landless homeless LIFE beneficiary families and the Government have accorded sanction as per G.O. (Rt) No. 320/2024/LSGD, dated 08.02.2024 and GO(Rt) No. 456/2024/LSGD dated 26/02/2024 (Annexure A and B) to the terms of this MoU.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions and understandings set out in this MoU, the parties with the intent to be legally bound, hereby agree as per the terms and conditions detailed here under;

1. Purpose of the MoU

- 1.1 The purpose of this MoU is to establish a collaborative relationship between **Lions District 318 A**, Government of Kerala (LIFE Mission) and Local Self Government Institution.

1.2 LIFE Mission will provide the beneficiaries from the beneficiaries list (Landless houseless) finalized by the Local Self Government Institution.

The parties shall mutually agree on the framework, goals and respective responsibilities of each other with regard to the support for the project.

1.3 LIONS DISTRICT 318 A will build 25 individual 2 BHK houses of 42.19 SQM and a common amenity centre in the land provided by the Kilimanoor Grama Panchayat, on behalf of LIFE Mission during the MoU period.

1.4 The revenue details and the layout of individual houses in each land will form part of this MoU (Annexure 1A).

2. Terms and Modalities

2.1 This MoU shall be effective from the date of signing the MoU to 30th June 2025. On the expiry of this MoU, parties shall mutually discuss and decide on its renewal on such terms & conditions, failing which it shall stand automatically

terminated on the 30th of June 2025.

- 2.2** This project shall be named as the “**LIONS - LIFE VILLAGE**”. This name will be displayed at the entrance along with the names of the office bearers and major sponsors of LIONS DISTRICT 318 A.
- 2.3** The day-to-day management of the project and the project activities shall be done by LIONS DISTRICT 318 A, LIFE Mission and Local Self Government Institution. For this purpose, the nominated person by LIONS DISTRICT 318 A who will be the Single Point of Contact [SPOC] on behalf of LIONS DISTRICT 318 A is LIONS Chief Secretary. The nominated person by LIFE Mission who will be the Single Point of Contact [SPOC] on behalf of LIFE Mission is Deputy Chief Executive Officer. The nominated person of the Local self Government Institution who will be the single point of contact (SPOC) on behalf of Local Self Government Institution is Secretary, Kilimanoor Grama Panchayat, Thiruvananthapuram. The name of SPOC, and change, if any, will be intimated by parties, in writing from time to

time.

2.4 SPOCs together with Execution Teams shall meet at regular intervals to assess the progress of the project from time to time. The details of the execution team are as given below.

Lions Club -

- (1) Lion M.A .Wahab, Lions District Governor,
- (2) LION U. Padmakumar, Chief Secretary, Lions Club
- (3) LION S. Pradeep Engineer, Lions Club
- (4) LION Sacharia Dethose
- (5) LION Ravikumar C .L
- (6) LION Rajan . R

LIFE Mission -

- (1) Deputy Chief Executive Officer
- (2) The Chief Engineer

(3) Programme Manager (Finance)

(4) Programme Managers (Projects)

(5) District Co-ordinator, LIFE Mission Thiruvananthapuram/

Kollam

Local Self-Government Institution

(1) The President/Chairperson

(2) The Secretary

(3) Assistant Engineer

(4) Implementing Officer, LIFE Mission

(5) District Engineer, LIFE Mission,

Thiruvananthapuram/Kollam

2.5 The identification of land, title verification, legal vetting etc.

will be undertaken by the Local Self Government Institution concerned (Kilimanoor Grama Panchayat) and all matters in this regard will be the sole responsibility of the concerned

Local Self Government Institution and LIONS DISTRICT

318 A will not be either responsible or be a party to any disputes that may arise due to non-performance of any of the terms of the deal or payment terms with the property owner or any other party.

2.6 Execution and Quality: - Execution of the construction of the houses will be done by the Lions District 318 A under the supervision of the Assistant Engineer of Concerned Local Self Government Institution and Assistant Executive Engineer of Grama Panchayat concerned. Quality of building construction would be the responsibility of the 'LIONS DISTRICT 318 A and it should be assessed regularly by the monitoring committee. The details of the Monitoring Committee are as given below.

Monitoring Committee

State level

Co-ordinator, Navakeralam Karmapadhathi II

Chief Executive Officer, LIFE Mission

Deputy Chief Executive Officer, LIFE Mission

Chief Engineer, LIFE Mission

Program Manager (Finance), LIFE Mission

Program Managers (Projects), LIFE Mission

District Governor, LIONS International District 318-A

Chief Secretary, LIONS International District 318-A

Local Self Government Department representative

Joint Director, Local Self-Government Department,
Thiruvananthapuram & Kollam

Local Self-Government Level

Local Self Government President/Chairperson

Local Self-Government Secretary

Chairman, Welfare Standing Committee

Ward Member/ Councillor

Project Officer/ Village Extension Officer

District Governor, LIONS International District 318-A

Chief Secretary, LIONS International District 318-A

District Coordinator, LIFE Mission,
Thiruvananthapuram/Kollam

Assistant Engineer, Local Self-Govt Institution

District Engineer, LIFE Mission,
Thiruvananthapuram/Kollam

2.7 Finance for the Project: - Finance for the project will be collected from among the members of the 'LIONS DISTRICT 318A' and the whole expenditure for the construction of the dwelling units including Plumbing and Electrical work in each site will be met by the LIONS District 318 A. The fund mobilisation for the Project should be done observing all the legal and administrative formalities and consents from the Department concerned. LIONS DISTRICT 318A should not make requests for donations for the project in the name of Government or using Government as a party either in India or abroad, in a manner that may

violate Government policies. If funds are solicited from foreign sources ,necessary clearances as required under the provisions of Foreign Contribution (Regulation) ACT 2010 [(Act No. 42 of 2010) (FCRA)](and amendments if any, **shall be obtained from the concerned authority in Government of India (Ministry of Home Affairs) by LIONS DISTRICT 318A before mobilization of fund** .The sole responsibility of the fund mobilization is vested with the LIONS DISTRICT 318A. Compliances in this regard shall be reported to LIFE Mission.

2.8 Area of the dwelling units: - Each dwelling unit must have an area of at least 42.19 SQM.

3. Obligations & Deliverables

3.1 LIFE Mission:

A. Identification of land and beneficiaries will be done by the LIFE Mission in consultation with the Local Self Government Institutions concerned, Kilimanoor Grama Panchayat, Thiruvananthapuram. LIFE Mission will take up selected

geographical areas within the jurisdiction of LIONS DISTRICT 318 A and decide on the number of houses proposed to be provided in each geographical area, district-wise, in consultation with LIONS DISTRICT 318 A and concerned Local Self Government Institutions and also considering the suggestions of the LIONS DISTRICT 318 A. The number of dwelling units fixed in this site is 25 plus one common amenity centre as per the layout and design.

- B. Carrying out progress reviews and clearing bottlenecks if any.
- C. Ensuring Participation of LIONS DISTRICT 318 A as the major Partner in all the public functions organized in connection with the Project, including the foundation stone laying ceremony, handing over of Keys etc.
- D. In all correspondence with the beneficiaries and promotional Brochures etc regarding this joint project, LIFE Mission will include the name of LIONS DISTRICT 318 A as a Partner. The same will be followed in the name boards, displays etc. after construction.

- E. LIFE Mission will take the lead role in settling all the disputes that may arise during the construction .

- F. The LIFE Mission will ensure that the land required for all the houses is made available through the Local Self Government Institutions.

3.2 Local Self Government Institution

- a) Beneficiaries for the project will be from the approved eligible list of LIFE beneficiaries (landless houseless) finalized by Local Self Government Institution as per guidelines issued by the Government.

- b) Providing all necessary permissions, orders and related documents ensuring proper and valid possession, right (ownership of the property) site handing over etc. to the Lions District 318 A . After executing the agreement between the parties concerned the Local Self Government Institution (Kilimanoor Grama Panchayat) should handover the site for the construction of houses under this project to LIONS DISTRICT 318A. As and when the construction of houses is

completed the site with houses should be handed over to the Local Self Government Institution concerned by LIONS District 318 A .

- c) In all correspondence with the beneficiaries and promotional brochures etc regarding this joint project, Local Self Government Institution (Kilimanoor Grama Panchayat) will include the name of LIONS DISTRICT 318 A as a Partner. The same will be followed in the name boards, displays etc. after construction.
- d) Local Self Government Institution (Kilimanoor Grama Panchayat) will take necessary steps to provide electrical, water supply and sewage connections to the individual houses.
- e) Local Self Government Institution (Kilimanoor Grama Panchayat) will take necessary action to provide internal roads on the site. Road connectivity should also be ensured.
- f) Local Self Government Institution (Kilimanoor Grama Panchayat) will take the lead role in settling all the disputes that may arise during the loading and unloading of construction materials, equipment etc.

g) Local Self Government Institution (Kilimanoor Grama Panchayat) should ensure necessary clearances from the Government /other agencies for the smooth construction activities within the specific period of this contract.

H . LIONS DISTRICT 318 A will construct a community service Centre, if land is available in the site which could be used by LIONS DISTRICT 318 A for providing medical aid etc. to the community with the consent of the Local Self Government Institution (Kilimanoor Grama Panchayat).

3.3 LIONS DISTRICT 318 A:

The LIONS DISTRICT 318 A (2024-25) will be responsible for the following:

Construction of houses will be done by the LIONS District 318A as per the layout and design approved by LIFE Mission and LIONS DISTRICT 318 A. The approved Lay out and detailed plan of LIONS-LIFE VILLAGE in Kilimanoor is included as Annexure 1A. The number of dwelling units fixed as per the layout is 25 plus one amenity centre.

- a) Construction of houses as per the design agreed by LIFE Mission and LIONS District 318A .
- b) The material used for construction shall be of good quality preferably having BIS marks
- c) Provide electrical and plumbing works of the building.
- d) Septic tank, will be provided in each dwelling unit.
- e) After completing the dwelling units the site should be handed over to the Local Self Government Institution (Kilimanoor, Grama Panchayat).
- f) Responsibility of the fund mobilization is solely vested with LIONS DISTRICT 318 A, in compliance with statutory requirements of authorities concerned in the State Government and Government of India. All legal formalities and clearances should be obtained before mobilizing the fund. FCRA clearance should be obtained, if foreign funds are solicited.
- g) The structural stability, safety and privacy of the building shall

be ensured at the construction stage itself.

- h) The construction of the dwelling units should be completed within the stipulated period mentioned in the MoU.

3.4 General conditions

- a. This joint venture project will be valid from the date of signing the MoU to 30th June 2025. The construction of all the houses should be completed within the stipulated period.
- b. If LIONS DISTRICT 318 A and LIFE Mission are not able to complete the necessary steps in connection with identification of property, handing over of the property for construction and completion of construction of houses before 30th June 2025, an appropriate decision may be taken either to extend the project or discontinue the project depending on the situation with mutual consent by LIFE Mission and LIONS DISTRICT 318 A.
- c. The house transferred to the beneficiary under this scheme should not be sold/ transferred to a third party within a period of 10 years, unless otherwise permitted by the Government of Kerala.

- d. After conclusion of the project, if any dispute arises with regard to the title of land, land use/category etc, LIONS DISTRICT 318 A will not be responsible for any such disputes. It will be the sole responsibility of the Local Self Government Institution (Kilimanoor Grama Panchayat) to settle those issues.
- e. Both LIFE Mission and LIONS DISTRICT 318 A will include the progress of the construction of houses under this project in their performance reports/annual reports or documents.
- f. LIONS DISTRICT 318 A may be given permission to utilize the common area, identified in each project site for the construction of any amenities meant for the benefit of the beneficiaries in consultation with LIFE Mission and concerned Local Self Government Institution (Kilimanoor Grama Panchayat).
- g. The ownership of the land is vested with the Local Self Government Institution concerned. The question of transfer of ownership of the land along with the constructed house or dwelling unit to the beneficiary (on completion of the construction of the houses) will be examined by Government of Kerala in

consultation with the Local Self Government Institution concerned, (Kilimanoor Grama Panchayat) after necessary legal, technical and administrative scrutiny.

- h. It is the responsibility of the Monitoring Committee to monitor the work at regular intervals. The party of the second part will constitute monitoring committees for each Local Self Government Institutions by including the representatives from LIONS District 318A , the Government, LIFE Mission and Local Self Government Institution.

4. Indemnity

Notwithstanding anything to the contrary contained herein, either party shall indemnify and keep indemnified the other party, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, cost, charges and expenses) whatsoever that may be brought or made against the other party by any third party as a result of any act or omission, non-performance or non-observance by either party or its employees/personnel of any of the terms and conditions of this MoU

and/or arising from either party's failure to comply to any laws, regulations, statute or enactment/s.

5. Warranty

LIONS District 318A, LIFE Mission and Local Self Government Institution (Kilimanoor Grama Panchayat) warrant that the project activities shall be performed in a professional and competent manner and in accordance with generally accepted ethical and moral principles.

5. Liability

Notwithstanding anything stated under this MoU, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages, including without limitation any damages for lost profits incurred by organization or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. However the liability of the responsibility stated in Clause 3.3 is vested with the LIONS District 318A.

7. Performance Reporting

7.1 Disclosure

The parties agree to share fully with themselves all information that is necessary to achieve the project objectives and to document them. Any information that impacts the accomplishment of the project objective will be shared between all parties as soon as possible.

7.2 It is agreed that some information may be confidential in nature. Information that is declared confidential will not be shared with any third parties or organizations without the consent of the parties to this MoU.

8. Termination

The parties recognize that entering into this MoU has substantial implications and any untoward incident can impact the reputation and goodwill of LIONS District 318A, LIFE Mission and Local Self Government Institution (Kilimanoor Grama Panchayat). Therefore, this MoU can be terminated only if there is a serious violation of obligations under this MoU by the parties. In such case, the violating party must first be given written notice of the problem with suggested recourse by the aggrieved party and be given 60 days resolution period to address the

matter. Provided there is no satisfactory reply during the 60 days period the aggrieved party may terminate the MoU .

9. Confidentiality

9.1 Notwithstanding anything to the contrary here before contained, this MoU has been entered into by and between the parties hereto, on a principal-to-principal basis and at arm's length. No party shall be the agent of the other nor shall have any power or authority, whether expressed or implied to bind or commit the other in any dealing or matters to create any such duty or obligation on behalf of the other party, save and except for the purposes specifically provided in this MoU.

9.2 LIONS District 318A, LIFE Mission and Local Self Government Institution (Kilimanoor Grama Panchayat) shall maintain strict confidentiality of the affairs of the other party/s or its duly authorised representatives will have access, directly or indirectly, and shall not disclose / communicate, directly or indirectly, any official document

or information to any person/s to whom such communication is not authorised to be communicated by the other party/s.

10. Force Majeure Clause

No party shall be considered defaulting in performance of their obligations under the terms listed in the agreement, if such performance is prevented or delayed for any cause beyond the responsible control of the party affected such as war, natural calamities, epidemics, hostilities, revolution, riots, fire, explosion, flood, earthquake or because of any law or other proclamations, regulations or ordinance of any Government or sub- division there of or any other cause beyond the control of the concerned parties which could not have been foreseen or avoided by the exercise of due diligence; provided notices of any such case with necessary evidence is given within a 14 day period or if this is not possible, within a reasonable period without delay. As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligations has been affected shall notify the other party, the actual delay that might have occurred in such affected activity.²

11. Resolution of Disputes

All disputes under this MoU will be resolved through negotiations of the parties entered into this MoU. In case the parties cannot reach understanding by means of negotiation, they may take recourse to resolution of the matter under the provisions of Mediation act 2023 (Act No. 32 of 2023). In case mediation fails, or if any party decides to not continue with proceedings under Mediation ACT, the matter shall be taken up for resolution at the civil / criminal court in Kerala, having jurisdiction in the matter.

12. Governing law

This MoU shall be governed and interpreted in accordance to the laws of India and courts in Kerala only shall have exclusive jurisdiction in all matters arising out of this MoU.

13. Signatures

This MoU is undertaken in a spirit of trust, cooperation and mutual agreement, to benefit the weaker section of general public.

14. Authority to Sign:

Each person signing the MoU represents and warrants that he or she

is duly authorized and has legal capacity to execute and deliver the MoU.

IN WITNESS WHEREOF the parties hereto have caused this MoU to be signed in their respective names on the day, month and year first above written.

Signed, sealed and delivered by [Name,Official designation and address of First party]

In the presence of witness

- (1)
(2)

Signed, sealed and delivered by [Name,Official designation and address of Second party]

In the presence of witness

- (1)
(2)

Signed, sealed and delivered by [Name,Official designation and address of Third party]

In the presence of witness

- (1)
(2)

ANNEXURES

A. GO(Rt)No. 320/2024/LSGD dated 08/02/2024.

B. GO(Rt)No. 456/2024/LSGD dated 26/02/2024.

I A. Revenue Details including lay out and approved design of houses.

അനുബന്ധം 2

Memorandum of Understanding (“MoU”)

(Chirayinkeezhu Block Panchayath Thiruvananthapuram)

This Memorandum of Understanding (hereinafter referred to as “MoU”), executed on this the.....day of2024, is made and entered into

AMONGST

Lions International District 318 A, having its Registered **District Office at ‘Merssaj’, ARA- 17, Devaswom Board - YMR Road, Thiruvananthapuram-695003**, (hereinafter referred to as “**Lions District 318 A**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors in office, assigns and nominees) represented by Lions District Governor (2024-‘25) Lion M. Abdul Vahab aged 61 (Sixty One) years, son of Mr. Mohammed Haneefa residing at **‘Merssaj’, ARA- 17, Devaswom Board - YMR Road, North Cliff House, Thiruvananthapuram-695003**, of

the FIRST PART

AND

The **LIFE (Livelihood Inclusion and Financial Empowerment) Mission** constituted by the Government of Kerala as per G.O.(P) No. 41/2016/P&EA dated 28.09.2016, working under the Local Self Government Department having its address – BSNL Bhavan, 3rd Floor, Uppalam Road, Statue, Thiruvananthapuram, Kerala PIN-695001 - represented by Shri. Suraj Shaji IAS, Chief Executive Officer, LIFE Mission (hereinafter referred as “**LIFE Mission**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office, assigns and nominees) of the

SECOND PART

AND

The Local Self Government Institution under the Local Self Government Department having its address at Block Panchayat, Chirayinkeezhu, Thiruvananthapuram represented by Sri/Smt....., Secretary, Chirayinkeezhu, Block Panchayat, Mudapuram P.O, Chirayinkeezhu – 695 304 (hereinafter referred as

“Local Self Government Institution” which expression shall unless it be repugnant to the context or meaning thereof, be deemed and include its successors in office, assigns and nominees) of the **THIRD PART**.

WHEREAS, Lions District 318 A is the local chapter of Lions International, an international service organization, constituted with the prime objective of undertaking public service activities having its jurisdiction in the Thiruvananthapuram and Kollam Revenue Districts and the Karthikappally Taluk of Alappuzha Revenue District, without any discrimination as to religion, caste, creed or gender. **Lions District 318 A** extends its helping hand to society in various ways including providing homes to the homeless and destitute, providing medical aid to needy patients etc.

AND WHEREAS, LIFE Mission is one of the major flagship programs of the Government of Kerala and aims to provide total housing to all eligible houseless and landless-houseless in the State within a time frame.

AND WHEREAS, the Local Self Government Institution, implements the total housing scheme in the Rural and Urban areas for

providing housing shelter to the poor and downtrodden as part of socio-economic development activities.

AND WHEREAS, **LIONS District 318 A**, LIFE Mission and Local Self Government Institution are desirous of associating together to provide homes for hundred landless homeless LIFE beneficiary families and the Government have accorded sanction as per G.O.(Rt) No.320/2024/LSGD, dated 08.02.2024 and GO(Rt) No. 456/2024/LSGD dated 26/02/2024 (Annexure A and B) to the terms of this MoU.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions and understandings set out in this MoU, the parties with the intent to be legally bound, hereby agree as per the terms and conditions detailed here under;

1. Purpose of the MoU

- 1.1 The purpose of this MoU is to establish a collaborative relationship between **Lions District 318 A**, Government of Kerala (LIFE Mission) and Local Self Government Institution.

1.2 **LIFE Mission** will provide the beneficiaries from the beneficiaries list (Landless houseless) finalized by the Local Self Government Institution. The parties shall mutually agree on the framework, goals and respective responsibilities of each other with regard to the support for the project.

1.3 LIONS DISTRICT 318 A will build 25 individual 2 BHK houses of 42.19 SQM and a common amenity centre in the land provided by the Chirayinkeezhu Block Panchayat, on behalf of LIFE Mission during the MoU period.

1.4 The revenue details and the layout of individual houses in each land will form part of this MoU. (Annexure 1A)

2. Terms and Modalities

2.1 This MoU shall be effective from the date of signing the MoU to 30th June 2025. On the expiry of this MoU, parties shall mutually discuss and decide on its renewal on such terms & conditions, failing which it shall stand automatically terminated on the 30th of June 2025.

- 2.2 This project shall be named as the “**LIONS - LIFE VILLAGE**”. This name will be displayed at the entrance along with the names of the office bearers and major sponsors of LIONS DISTRICT 318 A.
- 2.3 The day-to-day management of the project and the project activities shall be done by LIONS DISTRICT 318 A, LIFE Mission and Local Self Government Institution. For this purpose, the nominated person by LIONS DISTRICT 318 A who will be the Single Point of Contact [SPOC] on behalf of LIONS DISTRICT 318 A is LIONS Chief Secretary. The nominated person by LIFE Mission who will be the Single Point of Contact [SPOC] on behalf of LIFE Mission is Deputy Chief Executive Officer. The nominated person of the Local self Government Institution who will be the single point of contact (SPOC) on behalf of Local Self Government Institution is Secretary, Chirayinkeezhu Block Panchayat, Thiruvananthapuram. The name of SPOC, and change, if any, will be intimated by parties, in writing from time to time.

2.4 SPOCs together with Execution Teams shall meet at regular intervals to assess the progress of the project from time to time. The details of the execution team are as given below.

Lions Club -

- (1) Lion MA Wahab, Lions District Governor,
- (2) LION U. Padmakumar, Chief Secretary, Lions Club
- (3) LION S. Pradeep ,Engineer, Lions Club
- (4) LION Sacharia Dethose
- (5) LION Ravikumar C L
- (6) LION Rajan R

LIFE Mission -

- (1) Deputy Chief Executive Officer
- (2) The Chief Engineer
- (3) Programme Manager (Finance)

(4) Programme Managers (Projects)

(5) District Co-ordinator, LIFE Mission Thiruvananthapuram/Kollam

Local Self-Government Institution

(1) The President/Chairperson

(2) The Secretary

(3) Assistant Engineer

(4) Implementing Officer, LIFE Mission

(5) District Engineer, LIFE Mission,

Thiruvananthapuram/Kollam

2.5 The identification of land, title verification, legal vetting etc.

will be undertaken by the Local Self Government Institution

concerned (Block Panchayat, Chirayinkeezhu) and all

matters in this regard will be the sole responsibility of the

concerned Local Self Government Institution and LIONS

DISTRICT 318 A will not be responsible or be a party to

any disputes that may arise due to non-performance of any of

the terms of the deal or payment terms with the property owner or any other party.

2.6 Execution and Quality: - Execution of the construction of the houses will be done by the Lions District 318 A under the supervision of the Assistant Engineer of concerned Local Self Government Institution and Assistant Executive Engineer of Block Panchayat concerned. Quality of building construction would be the responsibility of the 'LIONS DISTRICT 318 A and it should be assessed regularly by the Monitoring Committee. The details of the Monitoring Committee are as given below.

Monitoring Committee

State level

Co-ordinator, Navakeralam Karmapadhathi II

Chief Executive Officer, LIFE Mission

Deputy Chief Executive Officer, LIFE Mission

Chief Engineer, LIFE Mission

Program Manager (Finance), LIFE Mission

Program Managers (Projects), LIFE Mission

District Governor, LIONS International District 318-A

Chief Secretary, LIONS International District 318-A

Local Self Government Department representative

Joint Director, Local Self-Government Department,

Thiruvananthapuram & Kollam

Local Self-Government Level

Local Self Government President/Chairperson

Local Self-Government Secretary,

Chairman, Welfare Standing Committee

Ward Member/ Councillor

Project Officer/ Village Extension Officer

District Governor, LIONS International District 318-A

Chief Secretary, LIONS International District 318-A

District Coordinator, LIFE Mission,
Thiruvananthapuram/Kollam

Assistant Engineer, Local Self-Govt Institution

District Engineer, LIFE Mission,
Thiruvananthapuram/Kollam

2.7 Finance for the Project: - Finance for the project will be collected from among the members of the 'LIONS DISTRICT 318A' and the whole expenditure for the construction of the dwelling units including Plumbing and Electrical work in each site will be met by the LIONS District 318 A. The fund mobilisation for the Project should be done observing all the legal and administrative formalities and consents from the Department concerned. LION DISTRICTS 318A should not make requests for donations for the project in the name of Government or using Government as a party either in India or abroad, in a manner that may violate Government policies. If funds are solicited

from foreign sources, necessary clearances as required under the provisions of Foreign Contribution (Regulation) ACT 2010 [(Act No. 42 of 2010) (FCRA)] (and amendments if any), **shall be obtained from the concerned authority in Government of India (Ministry of Home Affairs) by LIONS DISTRICT 318 A before mobilization of fund.**

The sole responsibility of the fund mobilisation is vested with the LIONS DISTRICT 318 A. Compliances in this regard shall be reported to LIFE Mission.

2.8 Area of the dwelling units: - Each dwelling unit must have an area of at least 42.19 SQ M

3. Obligations & Deliverables

3.1 LIFE Mission:

A. Identification of land and beneficiaries will be done by the LIFE Mission in consultation with the Local Self Government Institutions concerned, Chirayinkeezhu Block Panchayat, Thiruvananthapuram. LIFE Mission will take up selected geographical areas within the jurisdiction of LIONS DISTRICT

318 A and decide on the number of houses proposed to be provided in each geographical area, district-wise, in consultation with LIONS DISTRICT 318 A and concerned Local Self Government Institutions and also considering the suggestions of the LIONS DISTRICT 318 A. The number of dwelling units fixed in this site is 25 plus one common amenity center as per the layout and design.

- B. Carrying out progress reviews and clearing bottlenecks if any.
- C. Ensuring Participation of LIONS DISTRICT 318 A as the major Partner in all the public functions organized in connection with the Project, including the foundation stone laying ceremony, handing over of Keys etc.
- D. In all correspondence with the beneficiaries and promotional Brochures etc regarding this joint project, LIFE Mission will include the name of LIONS DISTRICT 318 A as a Partner. The same will be followed in the name boards, displays etc. after construction.
- E. LIFE Mission will take the lead role in settling all the disputes that

may arise during the construction .

- F. The LIFE Mission will ensure that the land required for all the houses is made available through the Local Self Government Institutions.

3.2 Local Self Government Institution

- a) Beneficiaries for the project will be from the approved eligible list of LIFE beneficiaries (landless - houseless) finalized by Local Self Government Institutions as per guidelines issued by the Government.
- b) Providing all necessary permissions, orders and related documents ensuring proper and valid possession, right (ownership of the property) site handing over etc. to the Lions District 318 A . After executing the agreement between the parties concerned, the Local Self Government Institution (Block Panchayat, Chirayinkeezhu) should hand over the site for the construction of houses under this project to LIONS DISTRICT 318A. As and when the construction of houses is completed the site with houses should be handed over to the Local Self Government Institution concerned by LIONS District

318 A .

- c) In all correspondence with the beneficiaries and promotional brochures etc regarding this joint project, Local Self Government Institution (Block Panchayat, Chirayinkeezhu) will include the name of LIONS DISTRICT 318 A as a Partner. The same will be followed in the name boards, displays etc. after construction.
- d) Local Self Government Institution (Block Panchayat, Chirayinkeezhu) will take necessary steps to provide electrical, water supply and sewage connections to the individual houses.
- e) Local Self Government Institution (Block Panchayat, Chirayinkeezhu) will take necessary action to provide internal roads on the site. Road connectivity should also be ensured.
- f) Local Self Government Institution (Block Panchayat, Chirayinkeezhu) will take the lead role in settling all the disputes that may arise during the loading and unloading of construction materials, equipments etc.
- g) Local Self Government Institution (Block Panchayat,

Chirayinkeezhu) should ensure necessary clearances from the government /other agencies for the smooth construction activities within the specific period of this contract.

H) LIONS DISTRICT 318 A will construct a community service centre, if land is available in the site which could be used by LIONS DISTRICT 318 A for providing medical aid etc. to the community with the consent of the Local Self Government Institution (Block Panchayat, Chirayinkeezhu).

3.3 LIONS DISTRICT 318 A:

The LIONS DISTRICT 318 A will be responsible for the following:

Construction of houses will be done by the LIONS District 318A as per the layout and design approved by LIFE Mission and LIONS DISTRICT 318 A. The approved lay out and detailed plan of LIONS-LIFE VILLAGE in Chirayinkeezhu is included as Annexure 1A. The number of dwelling units fixed as per the layout is 25 plus one amenity centre.

a) Construction of houses as per the design agreed by LIFE Mission and LIONS District 318A,

- b) The material used for construction shall be of good quality preferably having BIS marks
- c) Provide electrical and plumbing works of the building.
- d) Septic tank, will be provided in each dwelling unit.
- e) After completing the dwelling units the site should be handed over to the Local Self Government Institution (Block Panchayat, Chirayinkeezhu).
- f) Responsibility of the fund mobilization is solely vested with LIONS DISTRICT 318 A, in compliance with statutory requirements of authorities concerned in the State Government and Government of India. All legal formalities and clearances should be obtained before mobilizing the fund. FCRA clearance should be obtained, if foreign funds are solicited.
- g) The structural stability, safety and privacy of the building shall be ensured at the construction stage itself.
- h) The construction of the dwelling units should be completed

within the stipulated period mentioned in the MoU.

3.4 General conditions

- a. This joint venture project will be valid from the date of signing the MoU to 30th June 2025. The construction of all the houses should be completed within the stipulated period.
- b. If LIONS DISTRICT 318 A and LIFE Mission are not able to complete the necessary steps in connection with identification of property, handing over of the property for construction and completion of construction of houses before 30th June 2025, an appropriate decision may be taken either to extend the project or discontinue the project depending on the situation with mutual consent by LIFE MISSION and LIONS DISTRICT 318 A.
- c. The house transferred to the beneficiary under this scheme should not be sold/ transferred to a third party within a period of 10 years, unless otherwise permitted by the Government of Kerala.
- d. After conclusion of the project, if any dispute arises with regard to the title of land, land use/category etc, LIONS DISTRICT 318 A will not be responsible for any such disputes. It will be the sole

responsibility of the Local Self Government Institution (Block Panchayat, Chirayinkeezhu). to settle those issues.

- e. Both LIFE Mission and LIONS DISTRICT 318 A will include the progress of the construction of houses under this project in their performance reports/ annual reports or documents.
- f. LIONS DISTRICT 318 A may be given permission to utilize the common area, identified in each project site for the construction of any amenities meant for the benefit of the beneficiaries in consultation with LIFE Mission and concerned Local Self Government Institution (Block Panchayat, Chirayinkeezhu).
- g. The ownership of the land is vested with the Local Self Government Institution concerned. The question of transfer of ownership of the land along with the constructed house or dwelling unit to the beneficiary (on completion of the construction of the house) will be examined by Government of Kerala in consultation with the Local self-government institution concerned, (Block Panchayat, Chirayinkeezhu) after necessary legal, technical and administrative scrutiny.

- h. It is the responsibility of the Monitoring Committee to monitor the work at regular intervals. The party of the second part will constitute Monitoring Committee for each Local Self Government Institution by including the representatives from LIONS District 318A, the Government, LIFE Mission and Local Self Government Institution.

4. Indemnity

Notwithstanding anything to the contrary contained herein, either party shall indemnify and keep indemnified the other party, its Directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, cost, charges and expenses) whatsoever that may be brought or made against the other party by any third party as a result of any act or omission, non-performance or non-observance by either party or its employees/ personnel of any of the terms and conditions of this MoU and/or arising from either party's failure to comply with any laws, regulations, statute or enactment/s

5. Warranty

LIONS District 318A, LIFE Mission and Local Self Government Institution (Block Panchayat, Chirayinkeezhu) warrant that the project activities shall be performed in a professional and competent manner and in accordance with generally accepted ethical and moral principles.

5. Liability

Notwithstanding anything stated under this MoU, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages, including without limitation any damages for lost profits incurred by organization or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. However the liability of the responsibility stated in Clause 3.3 is vested with the LIONS District 318A.

7. Performance Reporting

7.1 Disclosure

The parties agree to share fully with themselves all information that is necessary to achieve the project objectives and to document them. Any information that impacts the

accomplishment of the project objective will be shared between all parties as soon as possible.

7.2 It is agreed that some information may be confidential in nature. Information that is declared confidential will not be shared with any third parties or organizations, without the consent of the parties to this MoU.

8. Termination

The parties recognize that entering into this MoU has substantial implications and any untoward incident can impact the reputation and goodwill of LIONS District 318A, LIFE Mission and Local Self Government Institution (Block Panchayat, Chirayinkeezhu). Therefore, this MoU can be terminated only if there is a serious violation of obligations under this MoU, by the parties. In such case, the violating party must first be given written notice of the problem with suggested recourse by the aggrieved party and given 60 days resolution period to address the matter. Provided there is no satisfactory reply during the 60 days period, the aggrieved party may terminate the MoU.

9. Confidentiality

9.1 Notwithstanding anything to the contrary here before contained, this MoU has been entered into by and between the parties hereto, on a principal-to-principal basis and at arm's length. No party shall be the agent of the other nor shall have any power or authority, whether expressed or implied to bind or commit the other in any dealing or matters to create any such duty or obligation on behalf of the other party, save and except for the purposes specifically provided in this MoU.

9.2. LIONS District 318A, LIFE Mission and Local Self Government Institution (Block Panchayat, Chirayinkeezhu) shall maintain strict confidentiality of the affairs of the other party/s or its duly authorised representatives will have access, directly or indirectly, and shall not disclose / communicate, directly or indirectly, any official document or information to any person/s to whom such communication is not authorised to be communicated by the other party/s.

10. Force Majeure Clause

No party shall be considered defaulting in performance of their obligations under the terms listed in the agreement, if such performance is prevented or delayed for any cause beyond the responsible control of the party affected such as war, natural calamities, epidemics, hostilities, revolution, riots, fire, explosion, flood, earthquake or because of any law or other proclamations, regulations or ordinance of any Government or sub- division thereof or any other cause beyond the control of the concerned parties which could not have been foreseen or avoided by the exercise of due diligence; provided notices of any such case with necessary evidence is given within a 14 day period or if this is not possible, within a reasonable period without delay. As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligations has been affected shall notify the other party, the actual delay that might have occurred in such affected activity.

11. Resolution of Disputes

All disputes under this MoU will be resolved through negotiations of the parties entered into this MoU. In case the parties cannot reach

understanding by means of negotiation, they may take recourse to resolution of the matter under the provisions of Mediation Act, 2023 (Act No.32 of 2023). In case mediation fails, or if any party decides to not continue with proceedings under Mediation Act, the matter shall be taken up for resolution at a civil / criminal court in Kerala, having jurisdiction in the matter.

12. Governing law

This MoU shall be governed and interpreted in accordance to the laws of India and courts in Kerala only shall have exclusive jurisdiction in all matters arising out of this MoU.

13. Signatures

This MoU is undertaken in a spirit of trust, cooperation and mutual agreement, to benefit the weaker section of general public.

14. Authority to Sign:

Each person signing the MoU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the MoU.

IN WITNESS WHEREOF the parties hereto have caused this MoU

to be signed in their respective names on the day, month and year first above written.

Signed, sealed and delivered by [Name,Official designation and address of First party]

In the presence of witness

(1)

(2)

Signed, sealed and delivered by [Name,Official designation and address of Second party]

In the presence of witness

(1)

(2)

Signed, sealed and delivered by [Name,Official designation and address of Third party]

In the presence of witness

(1)

(2)

ANNEXURES

A. GO(Rt) No. 320/2024/LSGD dated 08/02/2024

B. GO(Rt) No. 456/2024/LSGD dated 26/02/2024

I A. Revenue Details including layout and approved design of houses.

അനുബന്ധം 3

Memorandum of Understanding (“MoU”)

(Kadakkal Grama Panchayath, Kollam)

This Memorandum of Understanding (hereinafter referred to as “MoU”), executed on this theday of 2024, is made and entered into

AMONGST

Lions International District 318 A, having its Registered District Office at ‘Merssaj’, ARA- 17, Devaswom Board - YMR Road, Thiruvananthapuram - 695003, (hereinafter referred to as “Lions

District 318 A”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in office, assigns and nominees) represented by Lions District Governor (2024-‘25) Lion M. Abdul Vahab aged 61 (Sixty One) years, son of Mr. Mohammed Haneefa residing at **‘Merssaj’, ARA- 17, Devaswom Board - YMR Road, North Cliff House Thiruvananthapuram-695003**, of the **FIRST PART**

AND

The **LIFE (Livelihood Inclusion and Financial Empowerment Mission)** constituted by the Government of Kerala as per GO(P) No.41/2016/P&EA dated 28.09.2016 working under the Local Self Government Department having its address – BSNL Bhavan, 3rd Floor, Uppalam Road, Statue, Thiruvananthapuram, Kerala, PIN - 695001 - represented by Shri. Suraj Shaji IAS, Chief Executive Officer, LIFE Mission (hereinafter referred as **“LIFE Mission”** which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office, assignees and nominees) of the **SECOND PART**

AND

The Local Self Government Institution under the Local Self Government Department having its address at Kadakkal Grama Panchayat, Kollam, represented by, Secretary, Kadakkal Grama Panchayat, Kadakkal P.O, Kollam, PIN 691536 (hereinafter referred as “**Local Self Government Institution**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed and include its successors in office, assigns and nominees) of the **THIRD PART.**

WHEREAS, Lions District 318 A is the local chapter of Lions International, an international Service organization, constituted with the prime objective of undertaking public service activities having its jurisdiction in the Thiruvananthapuram and Kollam Revenue Districts and the Karthikappally Taluk of Alappuzha Revenue District, without any discrimination as to religion, caste, creed or gender. **Lions District 318 A** extends its helping hand to society in various ways including providing homes to the homeless and destitute, providing medical aid to needy patients etc.

AND WHEREAS, LIFE Mission is one of the major flagship programs of the Government of Kerala and aims to provide total housing to all eligible houseless and landless-houseless in the State within a time frame.

AND WHEREAS, Local Self Government Institution, implements the total housing scheme in the Rural and Urban areas for providing housing shelter to the poor and downtrodden as part of socio-economic development activities.

AND WHEREAS, LIONS District 318 A, LIFE Mission and Local Self Government Institution are desirous of associating together to provide homes for hundred landless homeless LIFE beneficiary families and the Government have accorded sanction as per G.O.(Rt) No.320/2024/LSGD dated 08.02.2024 and GO(Rt)No. 456/2024/LSGD dated 26/02/2024 (Annexure A and B) to the terms of this MoU.

NOW THEREFORE in consideration of the mutual covenants, terms and conditions and understandings set out in this MoU, the parties with the intent to be legally bound, hereby agree as per the terms and

conditions detailed here under;

1. Purpose of the MoU

1.1 The purpose of this MoU is to establish a collaborative relationship between **Lions District 318 A**, Government of Kerala (LIFE Mission) and Local Self Government Institution.

1.2 **LIFE Mission** will provide the beneficiaries from the beneficiaries list (Landless houseless) finalized by the Local Self Government Institution.

The parties shall mutually agree on the framework, goals and respective responsibilities of each other with regard to the support for the project.

1.3 LIONS DISTRICT 318 A will build 25 individual 2 BHK houses of 42.19 SQM and a common amenity centre in the land provided by the Kadakkal Grama Panchayat, on behalf of LIFE Mission during the MoU period.

1.4 The revenue details and the layout of individual houses in each

land will form part of this MoU (Annexure 1A).

2. Terms and Modalities

2.1 This MoU shall be effective from the date of signing the MoU to 30th June 2025 . On the expiry of this MoU, parties shall mutually discuss and decide on its renewal on such terms & conditions, failing which it shall stand automatically terminated on the 30th of June 2025.

2.2 This project shall be named as the “**LIONS - LIFE VILLAGE**”. This name will be displayed at the entrance along with the names of the office bearers and major sponsors of LIONS DISTRICT 318 A.

2.3 The day-to-day management of the project and the project activities shall be done by LIONS DISTRICT 318 A, LIFE Mission and Local Self Government Institution. For this purpose, the nominated person by LIONS DISTRICT 318 A who will be the Single Point of Contact [SPOC] on behalf of LIONS DISTRICT 318 A is LIONS Chief secretary. The nominated person by LIFE Mission who will be the Single

Point of Contact [SPOC] on behalf of LIFE Mission is Deputy Chief Executive Officer. The nominated person of the Local self Government Institution who will be the single point of contact (SPOC) on behalf of Local Self Government Institution is Secretary, Kadakkal Grama Panchayat, Kollam. The name of SPOC, and change, if any, will be intimated by parties, in writing from time to time.

- 2.4** SPOCs together with Execution Teams shall meet at regular intervals to assess the progress of the project from time to time. The details of the execution team are as given below.

Lions Club -

- (1) Lion MA Wahab, Lions District Governor,
- (2) LION U. Padmakumar, Chief Secretary, Lions Club
- (3) LION S. Pradeep Engineer, Lions Club
- (4) LION Sacharia Dethose
- (5) LION Ravikumar C L

(6) LION Rajan R

LIFE Mission -

(1) Deputy Chief Executive Officer

(2) The Chief Engineer

(3) Programme Manager (Finance)

(4) Programme Managers (Projects)

(5) District Co-ordinator, LIFE Mission

Thiruvananthapuram/Kollam

Local Self-Government Institution

(1) The President/Chairperson

(2) The Secretary

(3) Assistant Engineer

(4) Implementing Officer, LIFE Mission

(5) District Engineer, LIFE Mission,

Thiruvananthapuram/Kollam

2.5 The identification of land, title verification, legal vetting etc.

will be undertaken by the Local Self Government Institution concerned (Kadakkal Grama Panchayat) and all matters in this regard will be the sole responsibility of the concerned Local Self Government Institution and LIONS DISTRICT 318 A will not be responsible or be a party to any disputes that may arise due to non-performance of any of the terms of the deal or payment terms with the property owner or any other party.

2.6 Execution and Quality: - Execution of the construction of the

houses will be done by the Lions District 318 A under the supervision of the Assistant Engineer of Concerned Local Self Government Institution and Assistant Executive Engineer of Grama Panchayat concerned. Quality of building construction would be the responsibility of the 'LIONS DISTRICT 318 A and it should be assessed regularly by the Monitoring Committee. The details of the Monitoring Committee are as given below.

Monitoring Committee

State level

Co-ordinator, Navakeralam Karmapadhathi II

Chief Executive Officer, LIFE Mission

Deputy Chief Executive Officer, LIFE Mission

Chief Engineer, LIFE Mission

Program Manager (Finance), LIFE Mission

Program Managers (Projects), LIFE Mission

District Governor, LIONS International District 318-A

Chief Secretary, LIONS International District 318-A

Local Self Government Department representative

Joint Director, Local Self-Government Department,

Thiruvananthapuram & Kollam

Local Self-Government Level

Local Self Government President/Chairperson

Local Self-Government Secretary,

Chairman, Welfare Standing Committee

Ward Member/ Councillor

Project Officer/ Village Extension Officer

District Governor, LIONS International District 318-A

Chief Secretary, LIONS International District 318-A

District Coordinator, LIFE Mission,

Thiruvananthapuram/Kollam

Assistant Engineer, Local Self-Govt Institution

District Engineer, LIFE Mission,

Thiruvananthapuram/Kollam

2.7 Finance for the Project: - Finance for the project will be collected from among the members of the 'LIONS DISTRICT 318A' and the whole expenditure for the construction of the dwelling units including plumbing and

electrical work in each site will be met by the LIONS District 318 A. The fund mobilization for the Project should be done observing all the legal and administrative formalities and consents from the Department concerned. LION DISTRICTS 318A should not make requests for donations for the project in the name of Government or using Government as a party either in India or abroad, in a manner that may violate Government policies. If funds are solicited from foreign sources, necessary clearances as required under the provisions of Foreign Contribution (Regulation) ACT 2010 [(Act No. 42 of 2010) (FCRA)] (and amendments if any), **shall be obtained from the concerned authority in Government of India (Ministry of Home Affairs) by LIONS DISTRICT 318A before mobilization of fund.** The sole responsibility of the fund mobilization is vested with the LIONS DISTRICT 318A. Compliances in this regard shall be reported to LIFE Mission.

2.8 Area of the dwelling units: - Each dwelling unit must have an area of at least 42.19 SQM.

3. Obligations & Deliverables

3.1 LIFE Mission:

- A. Identification of land and beneficiaries will be done by the LIFE Mission in consultation with the Local Self Government Institutions concerned, Kadakkal, Grama Panchayat, Kollam. LIFE Mission will take up selected geographical areas within the jurisdiction of LIONS DISTRICT 318 A and decide on the number of houses proposed to be provided in each geographical area, district-wise, in consultation with LIONS DISTRICT 318 A and concerned Local Self Government Institutions and also considering the suggestions of the LIONS DISTRICT 318 A. The number of dwelling units fixed in this site is 25 plus one common amenity center as per the layout and design.
- B. Carrying out progress reviews and clearing bottlenecks if any.
- C. Ensuring Participation of LIONS DISTRICT 318 A as the major Partner in all the public functions organized in connection with the Project, including the foundation stone laying ceremony, handing over of Keys etc.

- D. In all correspondence with the beneficiaries and promotional Brochures etc regarding this joint project, LIFE Mission will include the name of LIONS DISTRICT 318 A as a Partner. The same will be followed in the name boards, displays etc. after construction.
- E. LIFE Mission will take the lead role in settling all the disputes that may arise during the construction .
- F. The LIFE Mission will ensure that the land required for all the houses is made available through the Local Self Government Institutions.

3.2 Local Self Government Institution

- a) Beneficiaries for the project will be from the approved eligible list of LIFE beneficiaries (landless houseless) finalized by Local Self Government Institution as per guidelines issued by the Government.
- b) Providing all necessary permissions, orders and related documents ensuring proper and valid possession, right (ownership of the

- property) site handing over etc. to the Lions District 318 A . After executing the agreement between the parties concerned the Local Self Government Institution (Kadakkal Grama Panchayat) should handover the site for the construction of houses under this project to LIONS DISTRICT 318A. As and when the construction of houses is completed the site with houses should be handed over to the Local Self Government Institution concerned by LIONS District 318 A .
- c) In all correspondence with the beneficiaries and promotional brochures etc regarding this joint project, Local Self Government Institution (Kadakkal Grama Panchayat) will include the name of LIONS DISTRICT 318 A as a Partner. The same will be followed in the name boards, displays etc. after construction.
- d) Local Self Government Institution (Kadakkal Grama Panchayat) will take necessary steps to provide electrical, water supply and sewage connections to the individual houses.
- e) Local Self Government Institution (Kadakkal Grama Panchayat) will take necessary action to provide internal roads on the site. Road connectivity should also be ensured.

- f) Local Self Government Institution (Kadakkal Grama Panchayat) will take the lead role in settling all the disputes that may arise during the loading and unloading of construction materials, equipments etc.
- g) Local Self Government Institution (Kadakkal Grama Panchayat) should ensure necessary clearances from the government/ other agencies for the smooth construction activities within the specific period of this contract.
- H) LIONS DISTRICT 318 A will construct a community service centre, if land is available in the site which could be used by LIONS DISTRICT 318 A for providing medical aid etc. to the community with the consent of the Local Self Government Institution (Kadakkal Grama Panchayat).

3.3 LIONS DISTRICT 318 A:

The LIONS DISTRICT 318 A will be responsible for the following:

Construction of houses will be done by the LIONS District 318A as per the layout and design approved by LIFE Mission and LIONS DISTRICT

318 A. The approved Lay out and detailed plan of LIONS-LIFE VILLAGE in Kadakkal is included as Annexure 1A. The number of dwelling units fixed as per the layout is 25 plus one amenity centre.

- a) Construction of houses as per the design agreed by LIFE Mission and LIONS District 318A.
- b) The material used for construction shall be of good quality preferably having BIS marks
- c) Provide electrical and plumbing works of the building.
- d) Septic tank, will be provided in each dwelling unit.
- e) After completing the dwelling units the site should be handed over to the Local Self Government Institution (Kadakkal Grama Panchayat).
- f) Responsibility of the fund mobilization is solely vested with LIONS DISTRICT 318 A, in compliance with statutory requirements of authorities concerned in the State Government and Government of India. All legal formalities and clearances should be obtained before mobilizing the

fund. FCRA clearance should be obtained, if foreign funds are solicited.

g) The structural stability, safety and privacy of the building shall be ensured at the construction stage itself.

h) The construction of the dwelling units should be completed within the stipulated period mentioned in the MoU.

3.4 General conditions

- a. This joint venture project will be valid from the date of signing the MoU to 30th June 2025. The construction of all the houses should be completed within the stipulated period.
- b. If LIONS DISTRICT 318A and LIFE Mission are not able to complete the necessary steps in connection with identification of property, handing over of the property for construction and completion of construction of houses before 30th June 2025, an appropriate decision may be taken either to extend the project or discontinue the project depending on the situation with mutual consent by LIFE MISSION and LIONS DISTRICT 318 A.
- c. The house transferred to the beneficiary under this scheme should

not be sold/ transferred to a third party within a period of 10 years, unless otherwise permitted by the Government of Kerala.

- d. After conclusion of the project, if any dispute arises with regard to the title of land, land use/category etc, LIONS DISTRICT 318 A will not be responsible for any such disputes. It will be the sole responsibility of the Local Self Government Institution (Kadakkal Grama Panchayat) to settle those issues.
- e. Both LIFE Mission and LIONS DISTRICT 318 A will include the progress of the construction of houses under this project in their performance reports/annual reports or documents.
- f. LIONS DISTRICT 318 A may be given permission to utilize the common area, identified in each project site for the construction of any amenities meant for the benefit of the beneficiaries in consultation with LIFE Mission and concerned Local Self Government Institution (Kadakkal Grama Panchayat).
- g. The ownership of the land is vested with the Local Self Government Institution concerned. The question of transfer of

ownership of the land along with the constructed house or dwelling unit to the beneficiary (on completion of the construction of the house) will be examined by Government of Kerala in consultation with the Local self - government institution concerned (Kadakkal Grama Panchayat) after necessary legal, technical and administrative scrutiny.

- h. It is the responsibility of the Monitoring Committee to monitor the work at regular intervals. The party of the second part will constitute Monitoring Committees for each Local Self Government Institutions by including the representatives from LIONS District 318A, the Government, LIFE Mission and Local Self Government Institution.

4. Indemnity

Notwithstanding anything to the contrary contained herein, either party shall indemnify and keep indemnified the other party, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, cost, charges and expenses) whatsoever that may be brought or made against the other

party by any third party as a result of any act or omission, non-performance or non-observance by either party or its employees / personnel of any of the terms and conditions of this MoU and/or arising from either party's failure to comply to any laws, regulations, statute or enactment/s.

5. Warranty

LIONS District 318A , LIFE Mission and Local Self Government Institution (Kadakkal Grama Panchayat) warrant that the project activities shall be performed in a professional and competent manner and in accordance with generally accepted ethical and moral principles.

5. Liability

Notwithstanding anything stated under this MoU, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages, including without limitation any damages for lost profits incurred by organization or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. However the liability of the responsibility stated in clause 3.3 is vested with the LIONS District 318A.

7. Performance Reporting

7.1 Disclosure

The parties agree to share fully with themselves all information that is necessary to achieve the project objectives and to document them. Any information that impacts the accomplishment of the project objective will be shared between all parties as soon as possible.

7.2 It is agreed that some information may be confidential in nature. Information that is declared confidential will not be shared with any third parties or organizations without the consent of the parties to this MoU.

8. Termination

The parties recognize that entering into this MoU has substantial implications and any untoward incident can impact the reputation and goodwill of LIONS District 318A, LIFE Mission and Local Self Government Institution (Kadakkal Grama Panchayat). Therefore, this MoU can be terminated only if there is a serious violation of obligations

under this MoU, by the parties. In such case, the violating party must first be given written notice of the problem with suggested recourse by the aggrieved party and given 60 days resolution period to address the matter. Provided there is no satisfactory reply during the 60 days period the aggrieved party may terminate the MoU.

9. Confidentiality

9.1 Notwithstanding anything to the contrary here before contained, this MoU has been entered into by and between the parties hereto, on a principal-to-principal basis and at arm's length. No party shall be the agent of the other nor shall have any power or authority, whether expressed or implied to bind or commit the other in any dealing or matters to create any such duty or obligation on behalf of the other party, save and except for the purposes specifically provided in this MoU.

9.2, LIONS District 318A , LIFE Mission and Local Self Government Institution (Kadakkal Grama Panchayat) shall maintain strict confidentiality of the affairs of the other

delay that might have occurred in such affected activity.

11. Resolution of Disputes

All disputes under this MoU will be resolved through negotiations of the parties entered into this MoU. In case the parties cannot reach understanding by means of negotiation, they may take recourse to resolution of the matter under the provisions of the Mediation Act, 2023 (Act No. 32 of 2023). In case mediation fails, or if any party decides to not continue with proceedings under Mediation ACT the matter shall be taken up for resolution at the civil / criminal court in Kerala, having jurisdiction in the matter.

12. Governing law

This MoU shall be governed and interpreted in accordance with the laws of India and courts in Kerala only shall have exclusive jurisdiction in all matters arising out of this MoU.

13. Signatures

This MoU is undertaken in a spirit of trust, cooperation and mutual agreement, to benefit the weaker section of general public.

14. Authority to Sign:

Each person signing the MoU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the MoU.

IN WITNESS WHEREOF the parties hereto have caused this MoU to be signed in their respective names on the day, month and year first above written.

Signed, sealed and delivered by [

Name, Official designation and address of First party]

In the presence of witness

(1)

(2)

Signed, sealed and delivered by [

Name, Official designation and address of Second party]

In the presence of witness

(1)

(2)

Signed, sealed and delivered by [

Name, Official designation and address of Third party]

In the presence of witness

(1)

(2)

ANNEXURES

A. GO(Rt)No.320/2024/LSGD dated 08/02/2024

B. GO(Rt)No. 456/2024/LSGD dated 26/02/2024

I A. Revenue Details including layout and approved design of houses.