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- (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.
- (iii) The Chairperson, Tribal Council, Nancowrie shall place and continue to keep in the aforesaid premises, all necessary equipment taken over from the first party and shall not remove any item from the site of the premises thereof without prior approval of the first party.
- (iv) No third party shall be allowed to use the premises in the building or to use any part thereof.
- (v) 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.
- (vi) 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.
- (vii) The Tribal Council has to furnish a yearly status report of the buildings with its details of utilization to the Deputy Commissioner, Nicobar District, and the Director of Tribal Welfare, A&N Administration through the Assistant Commissioner, Nancowrie on or before 10<sup>th</sup> April of each financial year.

(7) **PENAL CLAUSE:**

- (i) The object of the lease will be for the Establishment of Transit Tribal Hostel.
- (ii) In the event of building not being utilized for 6-months, continuously by the second party from the date of taking over the possession of the same, the lease shall be deemed to be terminated without reference to the period of lease and the possession of the building shall automatically vest with the first party and the first party shall have all the right to