

GOVT. OF ARUNACHAL PRADESH
OFFICE OF THE ADDL. DEPUTY COMMISSIONER
DIBANG VALLEY DIST.: : ROING

DR/LM-LPC/54

Dtd. Roing, the 20th June, 2000.

LAND POSSESSION CERTIFICATE

In accordance with No Objection Certificate issued by the Divisional Forest Officer, Dibrang Forest Division, Roing, Dibrang Valley District, Arunachal Pradesh vide letter No. 18 of 2000-01 dated 02-06-2000.

This is to certify that the area of land described below is in possession of Shrimati Gokir Dabi W/o Shri Tabom Dabi of Cheta village, under Roing Circle, Dibrang Valley District, Arunachal Pradesh and is free from all encumbrances.

DESCRIPTION OF LAND

1. Name of the area in which the land is situated :- Cheta village.
2. Name of the field/plot (If any) :- Residential area.
3. Total area in hectors :- 0.405 Hects.
4. Boundary:
 - In the North :- Plot of Shri Antony Mega.
 - In the South :- Plot of Shri Lakiram Damang.
 - In the East :- Road.
 - In the West :- Nallah

(B.J. LEY)

ADDL. DEPUTY COMMISSIONER
DIBANG VALLEY DIST.: : ROING
ROING (A.P.)

Copy to :-

The Divisional Forest Officer, Dibrang Forest Division, Roing.

(B.J. LEY)

ADDL. DEPUTY COMMISSIONER
DIBANG VALLEY DIST.: : ROING
ROING (A.P.)



अरुणाचल प्रदेश ARUNACHAL PRADESH

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WHEREAS, the Donor is the absolute owner and in possession of ~~anxxx~~ of land measuring 4050 Sq.Mtr. land property mentioned in the schedule hereto annexed, is desirous to dispose of her land property measuring 4050 Sq.Mtr. by way of gift, out of natural love and affection in favour of the Donee.

THIS DEED OF GIFT WITNESSES AS FOLLOWS:-

1. That the Donor, out of natural love and affection and without force or compulsion or undue influence and with her free will and in full possession of her body senses, doeth, hereby, give transfer and convey her land property measuring 4050 Sq.Mtr. mentioned in the schedule hereto, unto the said Donee with all profits, advantages, privileges and appurtenances whatsoever with the land property to have and hold the said property, hereby gifted unto and to the use of the Donee for ever and absolutely.

Contd. page..3/..

Magistrate, 1st Class
for Dibang Valley District
Dibrugarh (A.P.)

1st party - Dalee

2nd Party - [Signature]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

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2. The said land property has been gifted without any let or hindrances whatsoever from or by any person or persons claiming, under or in trust of them.

3. That the Donee accepts the gifts and takes physical possessions of the the property specified in the schedule hereto.

In witness whereof both the Donor and the Donee have signed this GIFT DEED on the day, month and year herein before stated.

SCHEDULE

1. Land measuring 4050 Sq.Mtr. located at

Witness :-

1. Ganesha Dasi  Sig. of Donor

2. Anthony Uley  Sig. of Donee

Executed before me by the Donor and accepted by the Donee this _____ at Roing.



Identified by 
(Takuso Mimi)
Mr. Takuso Mimi
Advocate
Gauhati High Court
Itanagar Permanent Bench
Naharlagun


12/11/13
Judicial Magistrate, 1st Class
Lower Division Roing District,
Roing (A.P.)



अरुणाचल प्रदेश ARUNACHAL PRADESH

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IN THE COURT OF EXECUTIVE MAGISTRATE, ROING
LOWR DIBANG VALLEY DISTRICT, A.P.

AGREEMENT FOR LAND LEASE

THIS AGREEMENT is made on this the 1st day of May, 2016

BETWEEN

Mrs. Desai Linggi, wife of Shri Dio Miuli, a resident of Cheta-II, P.O/P.S Roing, Lower Dibang Valley District, Arunachal Pradesh, who is absolutely seized and possessed of a plot of Land measuring 4050 sqr. mtr. At Cheta-II, Lower Dibang Valley District, Arunachal Pradesh gifted by Mrs. Gokir Dabi, wife of Shri Tabom Dabi vide Affidavit no. 17, dated 09/09/2014 hereinafter for the sake of convenience and brevity referred to as the "LESSOR" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual and individuals, his/her or their respective heirs, executors, administrators and permitted assigns) of the ONE PART:

AND

NANI MARIA SOCIETY, a registered society (vide No. SR/ITA/1256, dated 21/09/2016) with its office at Cheta-II, P.O/P.S Roing, Lower Dibang Valley District, Arunachal Pradesh being represented by MRS. DESAI LINGGI, Chairperson of NANI MARIA SOCIETY, hereinafter referred to as the "LESSEE", of the OTHER PART.

WHEREAS:

The Lessor is in possession of a plot of Land measuring 4050 Sqr. Mtr. at Cheta-II, Lower Dibang Valley District, Arunachal Pradesh which was gifted by Mrs. Gokir Dabi, w/o Sri Tabom Dabi vide Affidavit No. 17, dated 09/09/2014, which rightfully/legally makes her owner of the said plot of land at Cheta-II.

AND WHEREAS Lessee is Chairperson of NANI MARIA SOCIETY, a society registered under societies Registration act, 1860 [as modified by societies Registration (Extension to Arunachal Pradesh) Act, 1978]. The society is constituted by professional and social workers who are involved in various educational, charitable, and social activities approached to the lessor to lease the said plot of Land to Establish a private school under the name and style of "NANI MARIA KINDERGARTEN SCHOOL" (hereinafter referred to as the "The School") and the lessor desires to

Contd. On page - 2

922
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handover the said plot of land to the lessee and for that purpose the lessor agreed to LEASE the land measuring 4050 sq. mtr. (Hereinafter referred to as the "Said Plot of Land") more particularly described hereinafter in the second schedule to this agreement and allow the Lessee to establish a private school under the name and style of "NANI MARIA KINDERGARTEN SCHOOL" and in consideration of the same the LESSEE hereby covenants with the lessor to pay an amount of Rs. 1,00,000.00/- (Rupees one Lac) only annually with subsequent increase yearly with mutual agreement.

AND WHEREAS the lessor provided permission to the lessee to establish a Private School under the name and style of "NANI MARIA KINDERGARTEN SCHOOL" and both the parties agreed with the terms and conditions of this agreement which is commonly known as AGREEMENT FOR LAND LEASE between the parties to the deed.

AND WHEREAS the Lessee has agreed to establish a Private School under the name and style of "NANI MARIA KINDERGARTEN SCHOOL" together with the rights, liabilities and duties more particularly described herein below. For the purposes of establishing the university and using the same on the terms and conditions contained herein.

AND WHEREAS the Lessor and Lessee have agreed that this agreement will cease to exist on the expiry of 1st May 2066, i.e. agreement period.

AND WHEREAS both the parties agreed that the terms and conditions mentioned in this agreement is final binding by as between the parties.

AND WHEREAS the said plot of land leased to the Lessee by the Lessor on the terms and conditions as detailed hereunder.

"NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, CONFIRVED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLO".

1. That in pursuance of aforesaid negotiation and conditions hereinafter contained, to be paid performed and observed on the part of the Lessee, the Lessor doth hereby Lease the said plot of Land to the Lessee with its all rights from 1st day of May, 2015, for the establishment of the School.

That, the Lessor shall be paid fixed amount as mentioned herein below;-

a. Rs. 1,00,000.00/- (Rupees one lac) only, annually being the consideration amount for the usage of said plot of Land with subsequent increase yearly with mutual agreement.

That, the Lessor shall produce the documents of said plot of Land to the Lessee or his advocate for inspection and investigation.

The Lessor in no way shall be liable for any loss in the establishment of the Academy and Lessee shall have to invest necessary capital for establishment and running the school during the period of agreement.

The Lessor shall in no way be liable for payment of any Government dues and other related liabilities in respect of the school and its property during the term of the agreement and as such the Lessee shall have to bear all the expenditures required and shall have to pay all taxes, service tax, levies etc., as may become due and payable in relation to the school and its properties to the Central Government, State Government, municipal authorities or any other authorities during term.

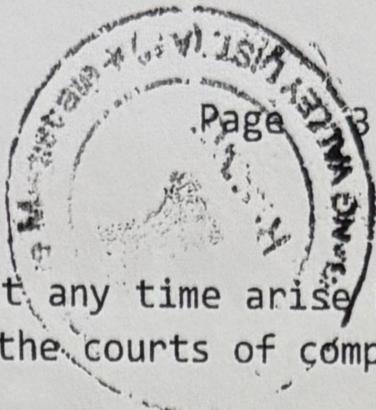
The Lessee shall in no way be entitled to create any mortgage, charge, lien etc., over the Lessor's said plot of Land.

The LESSOR does hereby confirm, warrant, represent, declare and covenant with the LESSEE that:

- The Lessor has at its own cost obtained ownership Certificate of the said plot of land from the concerned Government/Semi-Government, Local authorities and is the absolute/rightful/legal owner of the said plot of land.
- That the said plot of land being a village land is free from land lease/tax or any other encumbrances.

This Deed or agreement is renewable at the option of the LESSOR by giving 15days notice in writing in advance to the LESSEE before expiry of the agreement period. On or before 2066. However, the said renewal, if any shall be on such terms and conditions as may be mutually agreed to by and between the parties hereto.

On the expiry of the agreement period or sooner determination as the case may be, the LESSEE shall remove all work of construction and hand over vacant possession of said plot of land to the LESSOR on the expense of LESSEE within a stipulated time of 2 months from termination of this agreement unless the LESSOR agrees to take over and purchase the construction work and building materials at the cost that may be agreed upon between the parties.



922
01/07/19

All disputes of any nature which at any time arise between the parties to this agreement shall be subject to the jurisdiction of the courts of competent jurisdiction.

IN WITNESS WHEREOF the LESSOR has set his hand to these presents and a duplicate thereof and the LESSEE have caused the same to be executed in a manner appearing hereinafter, the day and year first hereinabove written.

SIGNED, SEALED, CONFIRMED AND DELIVERED by the within named LESSOR (Insert name of LESSOR)

MRS. DESAI LINGGI :-

In the presence of :-

SIGNED, CONFIRMED AND DELIVERED BY NANI MARIA SOCIETY represented by the within named LESSEE

By the hand of MRS. DESAI LINGGI:

In the presence of :-

Sworn and signed before me in my court at Roing on July 1st 2019

Executive Magistrate,
Lower Dibang Valley District, Roing
Arunachal Pradesh
L/Dibang Valley Distt.
ROING (A.P.)

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Rs. 100

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ONE
HUNDRED RUPEES

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APPENDIX 924

अरुणाचल प्रदेश ARUNACHAL PRADESH

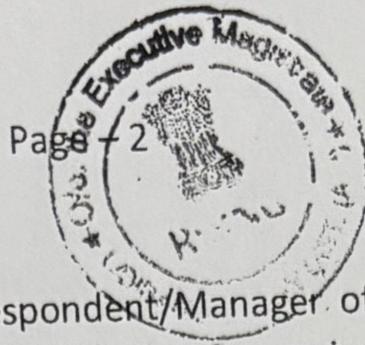
IN THE COURT OF EXECUTIVE MAGISTRATE, ROING
LOWER DIBANG VALLEY DISTRICT. A.P

AFFIDAVIT

I, Mrs. Desai Linggi wife of Shri. Dio Miuli, aged 39 years, President of the NANI MARIA SOCIETY. (Name of the Society /Trust/Company under section 8) running the NANI MARIA SCHOOL. (Name of the School) do hereby solemnly affirm and sincerely state as follows:-

1. That NANI MARIA SOCIETY is a registered society under the SOCIETIES REGISTRATION ACT, 1860 [As modified by Societies Registration (Extension to Arunachal Pradesh) Act, 1978].
2. That the NANI MARIA SOCIETY is of Non-proprietary character.
3. That the School is being run as a community service and not as a business and that commercialization does not take place in the school in any manner whatsoever.
4. That no part of income from the institution is being and will be diverted to any individual in the Trust/Society/Company/School Management Committee or to any other person/entity. The saving, if any, after meeting the recurring and non-recurring expenditure and contribution to development, depreciation and contingency funds. Will be further utilized for promoting the school and expending the cause of education in the same school only.
5. That school is not paying any charges towards using name, motto, logo or any other non-academic activities to any other institution, organization or body.
6. That the school will not open classes under CBSE pattern particularly class IX/X/XI/XII and will not use CBSE name in any manner without obtaining affiliation.

Contd. On page - 02



921
01/07/19

7. That the school Principal and correspondent/Manager of the school have individually gone through the provisions contained in the affiliation & examination byelaws and the circulars issued by the board from time to time. The school undertakes to abide by the provisions contained in the affiliation & examination byelaws directions issued from time to time and the law of the land.
8. That the school will ensure compliance of all statutory requirements like EPF, ESI and Labour laws etc. with respect to the school and staff of the school.
9. That the school will ensure that the Building safety, Fire safety, Water safety, Health and Hygiene certificates are being issued or renewed by the concerned municipal or state authorities from time to time as per the prescribed term.
10. That the school will ensure that all the required infrastructure is available with the school before starting classes.
11. That the school will ensure that sufficient number of qualification teachers as per the provisions contained in affiliation bye-laws are available with the school before starting classes.
12. That the school will follow the provisions related to fee contained in affiliation bye-laws and will disclose the details of the fee to the students/parents every year before start of session without resorting to any hidden charges in the heads of the fee.
13. That the school will not coerce any students/parents to buy books/stationary/uniform from any particular shop.
14. That the school shall strive to make efforts for conversation of environment.
15. That the school will ensure that the school fulfills all essential requirement before applying for affiliation and will fulfill all other conditions post affiliation and comply with all the general rules as given in the affiliation byelaws or notified from time to time.
16. That the school will not start CBSE pattern classes without submitting a commencement certificate to the effect that the school has complied with all the conditions imposed by CBSE and the post-affiliation conditions contained in affiliation byelaws along with general rules.

(In case of school's application is under switch over category please include the following clause in the affidavit).

17. That state pattern classes IX to XII running prior to the affiliation to CBSE would be sponsored for the State Board Examination. State pattern classes IX to XII will be closed in a phased manner. No admission will be taken in the State Board pattern classes IX to XII after getting affiliation from CBSE. The State Board School will be discontinued after switchover to CBSE.

MRS. DESAI LINGGI
President

Nani Maria Society

Cheta-II, Roing, Lower Dibang Valley District (A.P)

Executive Magistrate
Lower Dibang Valley Distt.