

9980/21

Pratham Jaiswal, ACC  
 ACC Add-127/157 Rura  
 License No. 591/Regd. No. 8/1300225  
 Tehsil & District-Sadar, Prayagraj



सत्यमेव जयते

## INDIA NON JUDICIAL

## Government of Uttar Pradesh

## e-Stamp

Certificate No.:

IN-UP64679127964177T

Certificate Issued Date

11-Dec-2021 02:41 PM

Account Reference

NEWIMPACC (SV)/Up14100904/ALLAHABAD/ UP-AHD

Unique Doc. Reference

SUBIN-UPUP1410090418063802433986T

Purchased by

MAABHAGWATI DEVELOPERS LLP

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

NAZUL FREEHOLD PLOT NO.9-9A LUKERGANJ PRAYAGRAJ  
MORE DETAILS AS PER DEED

Consideration Price (Rs.)

:

First Party

DR MRS AROTI GHOSH AND OTHERS

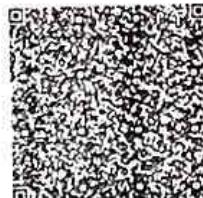
Second Party

MAABHAGWATI DEVELOPERS LLP

Stamp Duty Paid By

MAABHAGWATI DEVELOPERS LLP

Stamp Duty Amount(Rs.)

35,00,000  
(Thirty Five Lakh only)

Please write or type below this line

Maabhwati Developers LLP

Designated Partner



0004258261

## Statutory Alert:

- The authenticity of this Stamp certificate should be verified at [www.stampit.com](http://www.stampit.com) or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



*Aroti Ghosh*

2



*Geetesh*

### AGREEMENT TO SELL WITHOUT POSSESSION

This agreement to sell is executed at Prayagraj on this 13th day of December 2021.

By

Dr. Mrs. Aroti Ghosh w/o Mr. P K Ghosh, r/o 9/16 old, new number 25/16, 25A/16A and 25B/16B, Jhulelal Nagar, Lukerganj, Prayagraj, for self and as Attorney of Mrs. Amala Bose (Nee Amala Banerji) (also known as Amla Banerji) w/o Kallol Bose r/o- 9/16, Lukerganj, Prayagraj (Through attorney dated 04.01.2016) and Mrs. Minati Lahiri w/o Sri Bimal Lahiri r/o- 9/16, Lukerganj, Praygaraj. (Through attorney dated 30.01.2012. Hereinafter called the Vendor/First party which term unless excluded shall include their heirs, successors, assignees and representatives.

....Vendor/First Party

Aadhaar No. 396338376199

PAN: ACDPG1510E

Mob no. 9839933195

Occupation- Doctor

### IN FAVOUR OF

MAABHAGWATI DEVELOPERS LLP through its Designated Partner Shashank Agarwal S/o Rajeev Agarwal r/o Flat no. B - 304/305, 60/48 Pushpendra Heights, Civil Lines, Prayagraj. Hereinafter called the "Vendee/Second Party", which term unless excluded shall include its heirs, successors, assignees and representatives.

Aadhaar No. 697057117747

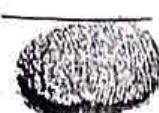
PAN – ABSFM4805A

Mob no. - 9838658898

Occupation- Business

.... Vendee/Second Party

*Aroti Ghosh*



*Maabhagwati Developers LLP*

*Geetesh*

Designated Partner



Whereas the First Party vendor is the owner of Nazul now Free hold Plot No. 9-9A, with house no. 9/16 old, New no. 25/16, 25A/16A and 25B/16B, Jhulelal Nagar, Lukerganj, Prayagraj and (now freehold) comprising the area of 4300 square yards / 3595.32 square meters land with building more fully detailed and described below.

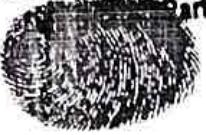
Whereas previously Smt. Nanda Rani Devi w/o Late Shri K L Banerji r/o 16 Lukerganj, Prayagraj and her three daughters (1) Amala Devi Bose (2) Aroti Devi Ghosh (3) Minati Devi Lahiri are the owner of said property through registered gift deed executed on dated 01-05-1957 which is registered in Bahi no.1 zild no. 1049 page no. 389 to 394 serial no. 991 on 22 May 1957.

Whereas on 15.11.1966 an oral family settlement took place between the co-lessees. According to the said family settlement Mrs. Nanda Rani Devi got 1365.25 Sq. Yards, Mrs. Amala Devi Bose got 1181.25 Sq. Yards, Aroti Devi Ghosh got 557.50 Sq. Yards and Minati Devi Lahiri got 1196 Sq. Yards. After that Smt. Nanda Rani Devi, Mrs. Amala Bose and Mrs. Minati Lahiri executed a registered General power of attorney on dated 23<sup>rd</sup> August 1989, which is registered in Bahi no.4 zild no. 700 at page no 74-80 serial no. 1038 On 21.01.1991 and nominated and appointed Dr. Mrs. Aroti Ghosh w/o Mr. P K Ghosh r/o 16 Lukerganj, Prayagraj as their lawful attorney for the said property.

Whereas through above said general power of attorney Dr. Mrs. Aroti Ghosh applied for freehold of below said Nazul land no.9-9A Lukerganj in respect for Mrs. Nanda Rani Devi measuring area 1365.25 square yards and got it registered in Bahi no. 1 Zild 2568 at

*Aroti Ghosh*

Maabhagwati Developers LLP

*Surinder Singh*  
Partner  


आवेदन सं०: 202100890024595

विक्रय अनुबंध वित्तेख (बिना कब्जा)

वही सं०: 1

रजिस्ट्रेशन सं०: 9980

वर्ष: 2021

प्रतिफल- 175000000 स्टाम्प शुल्क- 3500000 अग्रिम राशि- 30000000 पंजीकरण शुल्क - 875000 प्रतिलिपिकरण शुल्क - 80 योग : 875080

श्रीमती आरोती घोष

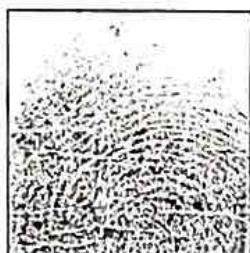
पत्नी श्री पी के घोष

ठायवसाय : डाक्टर

निवासी: 9/16 पुराना, नया 25/16, 25ए/16ए & 25बी/16बी झूलेलाल नगर लूकरगंज

प्रयागराज

*Anup Singh*



ने यह लेखपत्र इस कायोलय में दिनांक 13/12/2021 एवं 03:34:01 PM बजे

निबध्न हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मनोज कुमार पाण्डेय (प्रभारी)  
उप निबध्नक : सदर द्वितीय

प्रयागराज  
13/12/2021

रवि शेकर शुक्ल  
निबध्नक लिपिक

Pages 51-78 at Serial no. 614 on 29-01-2001 and Mrs. Amala Devi Bose measuring area 1181.25 square yards and got it registered in Bahi no. 1 Zild 2568 at Pages 21-50 at Serial no. 613 on 29-01-2001, Mrs Minati Lahiri measuring area 1196 square yards and got it registered in Bahi no. 1 Zild 2568 at Pages 79-106 at Serial no. 615 on 29-01-2001 and Dr. Mrs. Aroti Ghosh herself measuring area 557.5 square yards and got it registered in Bahi no. 1 Zild 1050 at Pages 1-26 at Serial no. 2568 on 06-08-1997 (Total land area 4300 square yards / 3595.32 square meters freehold completed), after that Nagar Nigam allotted the house no. 25/16 Jhulelal Nagar, Lukerganj, Prayagraj for Mrs. Amala Bose (Devi) and others and separate house no.25B/16B Jhulelal Nagar, Lukerganj for Dr. Mrs. Aroti Ghosh (Devi) and house no. 25A/16A for Mrs. Minati Lahiri (Devi)

Mrs. Nanda Rani Devi died on 11-03-2017 and left behind a registered Will dated 12-03-1986 which is registered in Bahi no. 3 Zild no. 307 at Pages 42-46 Volume no. 68 dated 12.03.1986 enforced her part of the said property equally among all three daughters i.e. Mrs. Amala Bose, Mrs. Minati Lahiri and Dr. Mrs. Aroti Ghosh.

Dr. Mrs. Aroti Ghosh w/o Mr. P K Ghosh herself and as power of attorney holder of two other property owners namely Mrs. Amala Bose and Mrs. Minati Lahiri will execute all the documentation as required in completing the entire deal and confirms hereby that this agreement to sell has been done with mutual consent and understanding of all above three owners and therefore payment has been taken in their bank accounts. The expression of the terms the first party and the second party wherever they occur in the body of this agreement to sell,

*Aroti Ghosh*



Maabtagwati Developers LLP

*Basheer*

Designated Partner

बही सं: ।

रजिस्ट्रेशन सं: 9980

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि र प्रतेषानुसार उक्त  
विकेताः ।

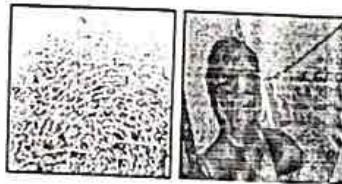
श्रीमती आरोती घोष, पत्नी श्री पी के घोष

निवासी: 9/16 पुराना, नया 25/16, 25ए/16ए & 25बी/16बी  
झूलेलाल नगर लूकरगंज प्रयागराज

व्यवसाय: डाक्टर

क्रेता: ।

*Anita Ghosh*



श्री मामगवती डेवलेपर्स एलएलपी द्वारा पाठनर शशांक  
अग्रवाल, पुत्र श्री राजीव अग्रवाल

निवासी: 304/305, 60/48, पृष्ठेन्द्र हाईट्स सिविल लाइन्स  
प्रयागराज

व्यवसाय: व्यापार

*Shashank*



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता: ।

श्री विशाल चौधरी, पुत्र श्री रामा कान्त

निवासी: 78, मुक्ता विहार उद्योग बगर नैनी प्रयागराज

व्यवसाय: व्यापार

पहचानकर्ता: 2

*Bhandary*



श्री देवाशीश बनर्जी, पुत्र श्री प्रशान्त बनर्जी

निवासी: 7/3ए ए एन झा मार्ग लार्ज टाउन प्रयागराज

व्यवसाय: व्यापार

ने की । प्रत्यक्षतः भद्र साक्षियों के निशाने अंगूठे नियमानुसार  
तिए गए हैं ।

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मनोज कुमार पाण्ड्य (प्रभारी)

उप निबंधक: सदर द्रवितीय

प्रयागराज

रवि शंकर शुक्लान

निबंधक लिपिक

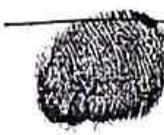
shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiaries, legatee(s), probate(s), nominees and assignee(s).

And whereas the first party for their bonafide needs and requirement have agreed to sell, convey, transfer and assignees to the second party and the second party has agreed to purchase along with proportionate, undivided, individual, ownership rights in the said freehold land underneath the said plot/building measuring 4300 square yards / 3595.32 square meters, bearing Nazul now Free hold plot no. 9-9A Lukerganj, Prayagraj, with house no. 9/16 old, new number 25/16, 25A/16A and 25B/16B, Jhulelal Nagar, Lukerganj, Prayagraj, with all rights, title and interests, easements, privileges and appurtenances, thereto, with electricity and water connection, hereinafter referred to as "the said property" for a total sale consideration Rs. 17,50,00,000 (Rs. Seventeen Crores and fifty lakhs only out of which a sum of Rs 3,00,00,000/- as advance money has been received by the first party from the second party in the following manner:

1. Rs. 1,00,00,000/- DD no. 312919 Date 10.12.2021 IDFC Bank, Prayagraj.
2. Rs. 1,00,00,000/- DD no. 312921 Date 10.12.2021 IDFC Bank, Prayagraj.
3. Rs. 1,00,00,000/- DD no. 312920 Date 10.12.2021 IDFC Bank, Prayagraj.

The receipt of which the first party hereby admits and acknowledges and the remaining balance sum of Rs 14,50,00,000/- will be received

*Antigush*



Maabhagwati Developers LLP

*[Signature]*

Designated Partner



by the first party from the second party, at the time of registration of sale deed, the first party hereby agree to grant, convey, sell, transfer and assign all their rights, title and interests in the said property, fully described above, together with the proportionate, undivided, individual, ownership rights in the said freehold land together with house number 9/16 old, New number 25/16, 25A/16A and 25B/16B, Jhulelal Nagar, Lukerganj, Prayagraj and all other constructions, trees, boundary wall over the aforesaid land, to the second party or nominee of the second party, on the terms and conditions contained herein below :-

1. That the actual physical vacant possession of the said property will be delivered by the first party to the second party at the time of the registration of the sale deed, after receiving the full and final consideration.
2. That on or before 31-03-2022, the First Party will execute and get the sale deed of this said property registered in favour of the Second Party or his/her nominees, on receipt of the full and final balance amount, failing which either party shall be entitled to get the sale deed registered through court of law by specific performance of the contract, at the cost and expenses of the defaulting party.
3. That the first party hereby assures the second party that the first party has neither done nor being party to any act whereby the first party's rights and titled to the said property may in any way impaired or whereby the first party may be prevented from transferring the said property.

**Maabhagwati Developers LLP**

*Amrit Ghosh*



*Er. Ashish*  
**Designated Partner**

4. That the first party hereby declares and represents that the said property is not subject matter of any HUF and that no part of said property is owned by any minor.
5. That the first party assures the second party that the said portion of the said property is free from all kinds of encumbrance such as prior sale, gift, mortgage, will, trust, exchange, lease, legal flaw, claims, prior agreement to sell, loan, surety, security lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachments in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered encumbrance whatsoever and if it is ever proved otherwise or if the whole or any part of the said property is ever taken away or goes out from the possession of the second party on account of legal any defect in the ownership and title of the first party, then the first party will be liable and responsible to make good the loss suffered by the second party and keep the second party saved, harmless and indemnified against all such losses and damages suffered by the second party.
6. That the First Party shall bear the entire expenses in obtaining actual and physical possession of the premises in question or the said property from the present occupant(s) and that vacant physical possession shall be delivered by the First Party to the Second Party at the time of execution of Sale Deed.
7. That the house tax, water and electricity charges and other dues and demands if any payable in respect of the said property shall be paid by the first party up to the date of handing over the

*Anita Ghosh*

*Shyamal Ghosh*

Maabhagwati Developers LLP

*Umesh*  
Authorized Partner  


possession and thereafter the second party will be responsible for the payment of the same.

8. That the second party have full rights to nominate or assign this agreement to sell in favor of any person or persons to be it or firm, body corporate or association of persons and the first party shall have no objection to it.
9. That pending completion of the sale the first party neither shall enter into agreement to sell in respect of the said property or any part thereof nor shall create any charges, mortgages, lien or any agreement, in respect of the said property in any manner whatsoever.
10. That the Photostat copies of all relevant documents in respect of the said property have been delivered by the first party to the second party while all original documents in relation to the aforesaid property shall be handed over by the First Party to the Second Party at the time of sale deed.
11. That all expenses of the Agreement to sell, sale deeds viz. Stamp duty, Registration charges etc. shall borne and paid by the second party.
12. That this transaction has taken place at Prayagraj. As such, Prayagraj Courts shall have exclusively jurisdiction to entertain any dispute arising out of or in any way touching or concerning this deed.

#### SCHEDULE OF THE PROPERTY

Nazul now Free hold Plot No. 9-9A, with house no. 9/16 old, New no. 25/16, 25A/16A and 25B/16B, Jhulelal Nagar, Lukerganj, Prayagraj

*Anita Ghosh*



Maabhagwati Developers LLP

*Leena*



Designated Partner

and (now freehold) comprising the area of 4300 square yards/ 3595.32 square meters land with building shown in the annexed map being bounded as: -

**Boundary as per Present Situation**

East- Guddu Furniture Shop

West- Santashitam Saree Centre , R/o Rishi Malik 17/26 old GT Road , Lookerganj.

North- 12 ft. wide Sanitary Lane

South- Old G.T. Road

**Boundary as per Lease Deed**

East- Portion of Nazul Bhukhand Sankhya 9-9A

West- Nazul Bhukhand Sankhya 10 & 10A.

North- 12 ft. wide Sanitary Lane

South- Old G.T. Road

E Stamp Rs. 35,00,000/- Certificate no. IN-UP64679127964177T

Date 11.12.2021

IN WITNESS WHEREOFF, the parties here put their respective signatures hands on this deed in the presence of their following witnesses.

Witnesses:

1. Name- Vishal Chaudhary

S/o- Rama Kant

R/o- 78, Mukta Vihar, Udyog Nagar, Naini, Prayagraj

Aadhar no.- 3151 8515 8082

Mob. No. 9559925557

*Vishal Chaudhary*



*Anita Ghosh*



**Maabhagwati Developers LLP**

*Deepti Ghosh*

**Designated Partner**



Occupation- Business

2. Name- Debasish Banerjee

S/o- Prashant Banerjee

R/o- 7/3A, A.N. Jha Marg, George Town, Prayagraj

Aadhar no.- 7468 1615 6546

Mob. No. 9838500244

Occupation- Business




Date: 13.12.2021

Maabhagwati Developers LLP



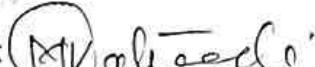
Designated Partner




Signature of 1<sup>st</sup> party

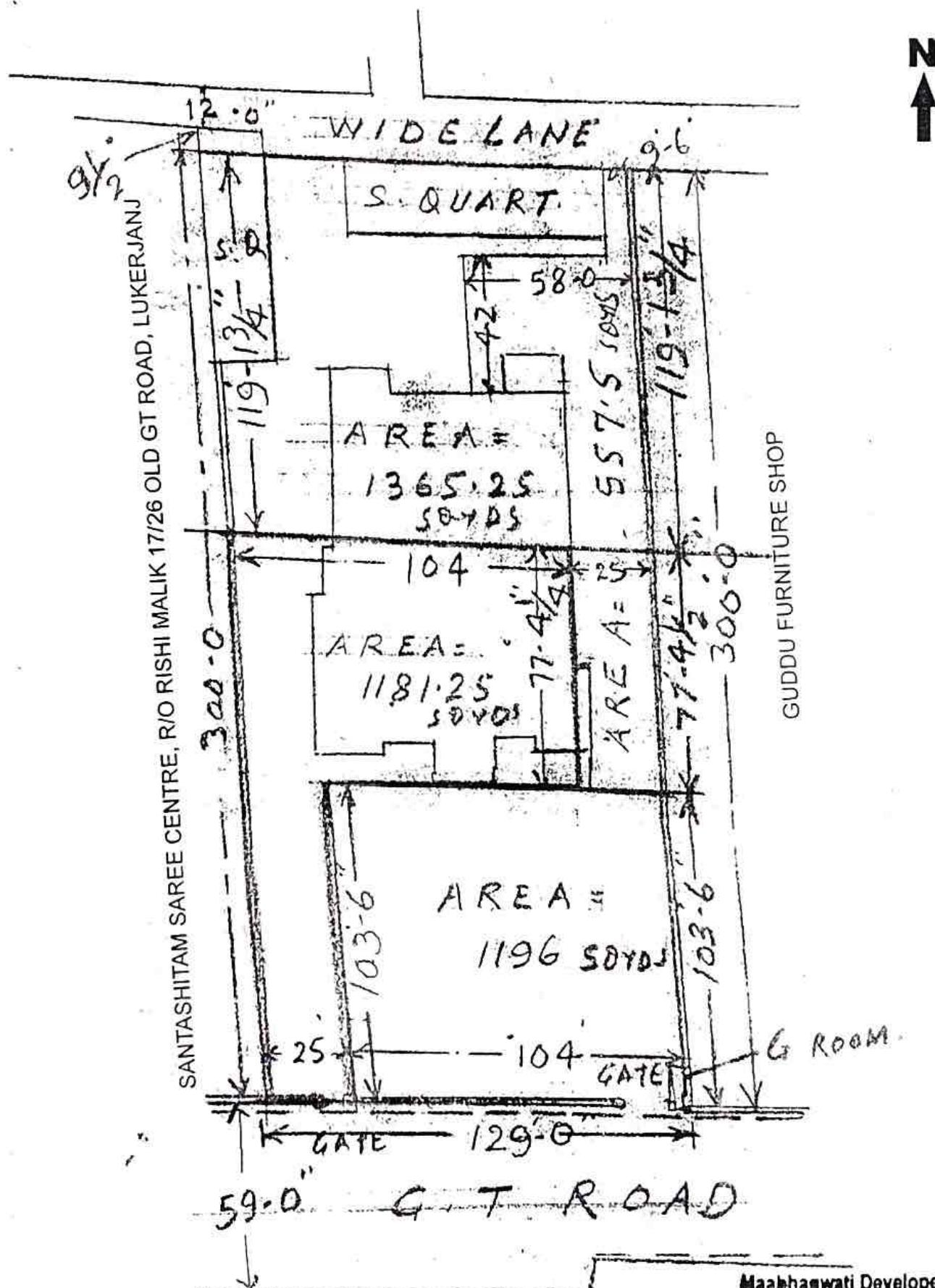
Signature of 2<sup>nd</sup> party



Drafted by: 

Typed by: 

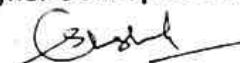
NAZUL FREEHOLD PLOT NO. 9-9A, WITH HOUSE NO. 9/16 OLD, NEW NO. 25/16, 25A/16A AND 25B/16B,  
JHULELAL NAGAR, LUKERGANJ, PRAYAGRAJ AND (NOW FREEHOLD) COMPRISING THE  
AREA OF 4300 SQ.YDS. / 3595.32 SQ.MTS. LAND WITH BUILDING, BEING BOUNDED AS UNDER :-



FIRST PARTY

Banti Singh

Maahagwati Developers LLP



Designated Partner

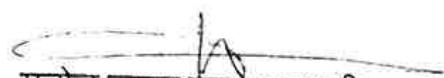
SECOND PARTY



आवेदन सं०: 202100890024595

बही संख्या । जिल्द संख्या 7040 के पृष्ठ 215 से 236 तक क्रमांक 9980 पर दिनांक 13/12/2021 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
मनोज कुमार पाण्डेय (प्रभारी)

उप निबंधक : सदर द्वितीय

प्रयागराज

13/12/2021