



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

77AB 082079

SUPPLIMENTARY AGREEMENT TO THE DEVELOPMENT
AGREEMENT

**THIS SUPPLIMENTARY AGREEMENT is made on this
day of December Two Thousand Twenty Two (2022)**

Himangshu Kumar Basu

Sudhangsu Kumar Bose

Raunak Properties Pvt. Ltd.

Chandni Jha Ghoshala

Director

110774

A. K. Chowdhary & Co
Advocates
10, Old Post Office Street
Room No. 21, 1st Floor, Kol-1

NAME.....
ADD.....
Re.....
26 SEP 2022
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. S. Court
2 & 3, K. S. Roy Road, Kol-1

26 SEP 2022
26 SEP 2022

Revenue Department, Pat. Div.

B E T W E E N

(1) **SRI HIMANGSHU BASU (PAN NO. AURPB9292N + ADHAR NO. 9845 0786 7693) @ SRI HIMANGSHU KUMAR BASU** Son of Late Sudhir Kumar Bose, by faith – Hindu, by occupation - Retired, Presently residing at 8 Seema Road, Rabindra Nagar, P.O – Rabindra Nagar, P.S – Dum Dum, Kolkata – 700065, District - North 24 Parganas, (2) **SRI SUDHANGSU KUMAR BOSE (PAN NO. AAPPB9137L + ADHAR NO. 4001 4962 6499)** Son of Late Sudhir Kumar Bose, by faith – Hindu, by occupation – Retired, residing at 266, Dakshin Dari Road, South Dum Dum, P.O - Shreebhumi, P.S – Lake Town, Kolkata – 700048, District - North 24 Parganas, hereinafter called and referred to as “**LAND OWNERS**” (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

RAUNAK PROPERTIES PRIVATE LIMITED (PAN-AABCR8161K), a Company duly registered and incorporated under the meaning and provision of the Companies Act, 1956 having its registered office at the P-829/A, Lake Town, Block – A, P O Lake Town, PS : Lake Town, Kolkata – 700089 represented by its Managing Director **SRI RAUNAK JHUNJHUNWALA (PAN AEYPJ0495G & ADHAAR 2329 8128 4549)** son of Sri Sushil Kumar Jhunjhunwala, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at P – 829/1, Lake Town, Block – A, Police Station – Lake Town, Kolkata – 700089, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

Owners and Developer individually Party and collectively Parties.

Raunak Properties Pvt. Ltd
@Anand Jhunwala
Director

Himangsu Kumar Basu
Sudhangsu Kumar Bose

WHEREAS originally the land situated at District North 24 Parganas, P.S Dum Dum, Additional District Sub-Registrar Cossipur Dum Dum, Holding no. 213 & 217 (Old 216), Sreema Road, Ward no. 4, Premises/Holding no. 213 & 217 under South Dum Dum Municipality at Mouza – Gurui, J.L no. 16, R.S Dag no. 616 & 601 corresponding L.R Dag no. 1004 & 973, R.S Khatian no. 241 & 2198 corresponding L.R Khatian no. 2198 & 3078 is in the name of Late Sudhir Kumar Bose & Himangshu Basu @ Himangshu Kumar Basu. The land was obtained by Late Sudhir Kumar Bose by Purchased Deed and Himangshu Bose obtained the land through two Deed of gift executed by his father Sudhir Kumar Bose, the subject land measuring about **10 (Ten) Cottahs 7(Seven) Chitak 42 (Forty Two) sqft** (in which **9 (Nine) Cottahs 2 (Two) Chittaks and 44 (Forty Four) Sqft** is in the name of both the owners and **1 (one) Cottha 4 (Four) Chittaks 43 (Forty Three) Sqft. is in the name of Himangshu Kumar Bose only).**

AND WHEREAS originally the land in R.S Dag no. 616, R.S Khatian no. 241 corresponding L.R Dag no. 1004 and L.R Khatian no. 2198, measuring about 18 decimal more or less of Bastu Land, belongs to Proja Rahad Ali Mondal sold and/or transferred his recorded land to Abdul Alim Mondal @ Abdul Ajj Mondal on 10.06.1920 which is recorded in Book no. I, Volume no. 14, Pages 118 to 119, being no. 1252 of 1920. The said Abdul Alim Mondal @ Abdul Ajj Mondal sold the entire landed property measuring about 18 sataks to Dedar Box Mondal on 05.11.1927 which is recorded in Book no. I, Volume no. 16, Pages 27-28, being no. 1495 of 1927. The said Deder Box Mondal transferred the land to Moksed Ali Mondal on 24.05.1933.

AND WHEREAS the said Moksed Ali Mondal sold the entire land measuring about 18 sataks more or less in R.S Dag no. 616, R.S Khatian no. 241 corresponding L.R Dag no. 1004 and L.R Khatian no. 2198, in favour of Sudhir Kumar Bose by a Registered Deed on 25.03.1953 which was recorded in Book

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@dandi Jm-jhonisale
Director

Himangshu Kumar Basu

Sudhangsu Kumar Bose

no. I, Volume no. 44, Pages 164 to 167, being no. 3215 of 1953. In the R.S Record of Right the name of Abdul Alim Mondal was recorded and thereafter in R.S and L.R record the name of Late Sudhir Kumar Bose was recorded accordingly, in respect of the said subject land. On 16/03/1995 The said Sudhir Kumar Bose died by leaving behind his only two sons naming Himangshu Basu @ Himangshu Kumar Basu and Sudhangsu Kumar Bose and both the Owners herein got the property left by their father by inheritance.

AND WHEREAS one Jitendra Nath Bosu sold his landed property to Mir Ali Hossain on 31.03.1939 measuring about 49 decimals more or less which was recorded in Book no. I, Volume no. 21, Pages 58 to 59, being no. 1054 of 1939 in R.S Dag no. 601, R.S Khatian no. 2198 corresponding L.R Dag no. 973, L.R Khatian no. 3078. Late Sudhir Kumar Bose purchased a landed property measuring about 49 sataks more or less. After the death of Mir Ali Hossain, his heirs Mir Akbar Hossain & three others sold the said land to Late Sudhir Kumar Bose on 04.02.1953 vide Deed no. 367 of 1953 which is recorded in Book no. I, Volume no. 15, Pages 67 to 71.

AND WHEREAS after taking the landed property in R.S Dag no 616 corresponding L.R Dag no. 1004 and R.S Dag no. 601 corresponding L.R Dag no. 973, the said Late Sudhir Kumar Bose gifted some portion of his land to his sons i.e the owners herein. Form L.R Dag no. 1004, he gifted 1(One) Cottah 13 (Thirteen) Chittaks 25 (Twenty Five) Sqft more or less and from L.R Dag no. 973, he transferred 7 (Seven) Cotthas 5 (Five) Chittaks 19 (Nineteen) Sqft. More or lees vide Deed no. 2287 of 1989 which was recorded in Book no. I, Volume no. 48, Pages 361 dated 06.05.1989.

As such Sudhangsu Kumar Bose and Himangshu Basu @ Himangshu Kumar Basu are the joint owners of 9 (Nine) Cottahs 2 (Two) Chittaks and 44 (Forty Four) Sqft. More or less in L.R Dag no. 1004 (R.S 616) & 973 (R.S 601) 1 (one) Cottha 4 (Four) Chittaks 43 (Forty Three) Sqft. .

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@Dandi Jhughunwala
Director

Himangshu Kumar Basu
Sudhangsu Kumar Bose

AND WHEREAS by another Deed of Gift vide no. 2286 dated 06.05.1989, the said Late Sudhir Kumar Bose gifted another portion of his land measuring about 7(Seven) Cotthas 8 (Eight) Chittaks 6 (Six) Sqft. More or less from L.R Dag no. 973 (R.S Dag no. 601) to his son Himangshu Basu @ Himangshu Kumar Basu i.e owner no. 1 herein which is recorded in Book no. I, Volume no. 48, Pages 353 of 1989. Thereafter on the same date the said Late Sudhir Kumar Bose vide Deed no. 2288 of 1989 again transferred 9 (Nine) Cotthas 12 (Twelve) Chittaks 39 (Thirty Nine) Sqft. more or less. From the Deed vide no 2288, the said Himangshu Basu @ Himangshu Kumar Basu got the landed property of 9 Cotthas 12 Chittaks and 39 sqft. More or less in L.R Dag no. 973 and he was the absolute owner of the land in question and he decided to transfer his land from L.R Dag no. 973. He sold/gifted/transferred to Uttam Saha (Deed no. 6573/2007), Gopal Das (Deed no. 1516/2007), Jaya Dutta (Deed no. 7021/2010) and Ranu Paul (Deed no. 01425/2011) and Smt. Dipali Bose i.e the wife of Himangshu Basu @ Himangshu Kumar Basu (Deed no. 1706/2014) **Now, presently only 1 (one) Cottha 4 (Four) Chittaks 43 (Forty Three) Sqft. is in the name of Himangshu Basu @ Himangshu Kumar Basu.**

AND WHEREAS with a view to enjoy the said property in two plots, the Owners i.e **(1) SRI HIMANGSHU BASU @ SRI HIMANGSHU KUMAR BASU & (2) SRI SUDHANGSU KUMAR BOSE** jointly and severally are the owners of total area of land measuring about **10 (ten) Cottahs 7 (seven) Chitak 42 (forty two) sq. ft.** more or less together with structure standing thereon and are now jointly and severally seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same as they shall think fit and proper.

AND WHEREAS The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including

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Director

Himangshu Kumar Basu
Sudhangsu Kumar Bose

but not limited to any mortgage, lien and lispensens. All previous agreements entered into by the Owners in respect of the schedule premises and /or part thereof as was identified prior to its amalgamation have been duly cancelled by executing registered documents, revoked and declared invalid and of no effect and all advances made therein shall be treated as advances made under this Agreement.

AND WHEREAS the owners herein decided to Develop the said subject land and entered into a Registered Development Agreement with the Developer herein on 05/09/2022 which is recorded in Book No. I, Volume no. 1506-2022., Pages 421101 to 421140, being no. 150611633 of 2022. The owners also execute a Registered Power of Attorney on 05/09/2022 which is recorded in Book No. I, Volume no. 1506-2022, Pages 422009 to 422033, being no. 150611653 of 2022. Now the Developer is on the process of the Development of the said land mentioned in the First Schedule herein.

AND WHEREAS in view of the Development Agreement dated 05/09/2022 the owners allocation is decided 35% of constructed area from First, Second and Third Floor. It is agreed and decided by the parties herein without raising any controversy.

AND WHEREAS now the Developer intends to erect extra Floor as per sanction of the Municipal Authority and after knowing such intention of the Developer, the owners come forward and confirms such intention of the Developer. It is decided and confirms by the owners and the Developer herein that if the Developer gets any extra sanction from the appropriate authority after G+3 storied, in that case the Owners shall get 18% constructed area in each Floor as that will be their allocation in extra Floor/s and they will get Four numbers of Car Parking on the Ground Floor. The Floor specification and area shall be decided after sanction of Plan accordingly.

Raunak Properties Pvt. Ltd
@dandi Jhunjhunsark
Director

Himangshu Kumar Basu
Sudhangsu Kumose Bose

That there will be no other change in the Development Agreement dated 05/09/2022 and after sanction the Parties will decide the specific allocation as per ratio mentioned therein. This Agreement is an internal arrangements between the parties and the parties is agreed with all the points as stated above.

- FIRST SCHEDULE ABOVE REFERRED TO -

ALL THAT piece and parcel of a plot of Bastu land measuring an area of **10 (Ten) Cottahs 7(seven) Chitak 42 (forty-Two) more or less (In L.R Dag no. 1004 (R.S 616) landed area 9 (Nine) Cottahs 2 (Two) Chittaks and 44 (Forty Four) Sqft. More or less & in L.R Dag no. 973 (R.S 601) 1 (one) Cottha 4 (Four) Chittaks 43 (Forty Three) Sqft.**), Holding no. 213 & 217 (Old 216), Ward no. 4, Premises/Holding no. 213 & 217, Sreema Road, TOGETHER with G+1 Storied Old dilapidated building measuring about 3000 sqft. more or less under South Dum Dum Municipality at Mouza – Gurui, J.L no. 16, R.S Dag no. 616 corresponding L.R Dag no. 1004 and 601 corresponding L.R Dag no 973, R.S Khatian no. 241 corresponding L.R Khatian no. 2198 and R.S Khatian no. 2198 corresponding L.R Khatian no. 3078, P.S – Dum Dum, within the local limits of South Dum Dum Municipality, under present A.D.S.R. Cossipur Dum Dum, in the District of North 24-Parganas, which is butted and bounded as follows-

On the North : 16 ft. m/l Sreema Road

On the South : Dag no. L.R 1004 & 973

On the East : Dag no. L.R 1004 & 973

On the West : 10 ft. internal Road

Himangsu Kumar Basu

Sudhansu Kumar Bose

Raunak Properties Pvt. Ltd

Ramini Singhania
Director

IN WITNESS WHEREOF both the parties hereto have hereunto set and subscribed their respective hands, seals and signature on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of : -

WITNESSES : -

1. *Aishik Roy*
Flat- 2 B BL-B
Bhawan Tower,
Kestopur- 701-102

2. *Sulhanis Das*
8, Green Road
Kal- 65

Himangsu Kumar Bose

Sudhansu Kumar Bose

SIGNATURE OF THE OWNERS

Raunak Properties Pvt. Ltd
@dandi Jhijhuria

Director

SIGNATURE OF THE DEVELOPER