

**"COCO NEST"**

**MAHA RERA Registration No.** \_\_\_\_\_

**SUPPLEMENTARY AGREEMENT FOR POSSESSION**

THIS SUPPLEMENTARY AGREEMENT FOR POSSESSION is made and executed at Pune on this \_\_\_\_ day of \_\_\_\_\_ 2020 to the Agreement dated \_\_\_\_\_ which is duly registered in the office of the Sub Registrar Haveli No. \_\_\_\_, Pune at serial no. \_\_\_\_\_.

**BETWEEN**

**Lakshadeep Developers**, a proprietorship concern through its Proprietor of **Mr. Chandrakant Laxman Kate**, Age: adult, Occupation: Business, PAN No. AHAPK7539B, Residing at: Survey No. 175/3, Pimple Saudagar, Pune 411027; Hereinafter called "**the PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, successors, administrators and assigns)

**.... OF THE FIRST PART.**

**AND**

**Mr./Mrs./M/s.** .....

Age: ... years, Occupation: ..., PAN No. ....

**Mr./Mrs./M/s.** .....

Age: ... years, Occupation: ..., PAN No. ....

Residing at/ having office at: .....

.....

.....

Hereinafter referred to or called as "**THE PURCHASER/S**" (which expression unless repugnant to the context or meaning thereof shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoter is concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

**.... OF THE SECOND PART.**

**WHEREAS**

**(A)** The Promoter herein is the owner of and are well and sufficiently entitled to develop all that piece or parcel of land admeasuring 2751.25

square metres carved out of Survey No. 175 Hissa No. 3 total admeasuring 32 Ares i.e. 3200 square metres assessed at Rs. 00=69paise situate at village Pimple Saudagar, Taluka Haveli, District Pune and within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune and hereinafter referred to as **"the said Land"** more particularly described in the First Schedule hereunder written.

(B) The Promoter is developing the said Land and a scheme/project known as **"Coco Nest"** after obtaining all the necessary permissions and approvals for development of the said Land including building plans, NA Orders, etc.

(C) The Promoter has completed the construction of Building Nos. "A" and "B" and tenements therein and that the Pimpri Chinchwad Municipal Corporation has issued the necessary Completion Certificate Nos. 324/2019 dated 6/6/2019 (for all tenements in Building "B") and 44/2020 dated 21/1/2020 (for all tenements in Building "A" except Flat No. 604).

(D) By an Agreement dated \_\_\_\_\_, duly registered with the office of Sub Registrar Haveli No. \_\_\_\_ at serial no. \_\_\_\_\_ on \_\_\_\_\_, the Purchaser/s herein has / have agreed to purchase on ownership basis and the Promoter herein has agreed to sell the said Residential Premises which is more particularly described in the Annexure - "7" to the said Agreement and the same being described in the Second Schedule written hereunder, hereinafter referred to or called as **"the said Premises"** at or consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and on the terms and conditions more particularly stated therein, hereinafter aforesaid Agreement referred to or called as **"the said Agreement"**.

(E) Pursuant thereto, the Purchaser/s has/have requested the Promoter to hand over the possession of the said Premises to him/her/them and the Promoter has agreed to hand over the possession of the said Premises to the Purchaser/s in terms of the said Agreement and on the following terms and conditions as agreed between them.

**NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITH POSSESSION WITNESSETH AND IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

(1) As agreed between the Promoter and Purchaser/s herein under the said Agreement, the consideration of the said Premises is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Purchaser/s herein from

time to time hereto before had paid the aforesaid agreed consideration to the Promoter herein, the receipt whereof the Promoter herein has issued separately and Purchaser/s herein admit the same.

(2) The necessary Completion Certificate has been granted in respect of the said Premises and hence the Promoter herein has requested to the Purchaser/s to get inspected the said Premises in all respect and accordingly prior to the execution of these presents, the Purchaser/s has/ have personally inspected the said Premises as to the measurement, area, quality of the construction, material used for construction, amenities provided therein plumbing network and lifts, electrical fittings, Electric Supply, etc. The Purchaser/s herein declares that, he/she/they has/have fully satisfied themselves as to the aforesaid things in respect of the said Premises and having satisfied himself/ herself/ themselves has / have requested the Promoter to hand over the possession of the said Premises on "AS IS WHERE IT IS BASIS".

(3) On request of the Purchaser/s, the Promoter herein at the time of execution of these presents or thereabout have handed over vacant and peaceful possession of the said Premises to the Purchaser/s herein. The Purchaser/s herein declares that, he/she/they has / have received vacant and peaceful possession of the said Premises from Promoter on or about execution of these presents and have no complaint of whatsoever nature as to the delivery of the possession and as regards the said Premises.

(4) The Purchaser/s herein by executing these presents indemnify and agree/s to indemnify the Promoter against any taxes, cesses, Goods and Service Tax, Tax under Works Contract Act, Value Added Tax, Stamp Duty and Registration Fees or any consequences in respect thereof in respect of the said Premises and transaction in respect of the said Premises as also the said Agreement between the Purchaser/s and the Promoter.

(5) The Purchaser/s herein is/are well aware that, the Promoter has also disclosed to the Purchaser/s that they would form and register one Cooperative Housing Society for the project under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the society would be formed after the disposal of 51% of the tenement in the project comprising of Building Nos. "A" and "B" and Commercial Building. The Purchaser/s herein has / have undertaken to become member of the aforesaid society as and when formed and to perform all acts and things and

agrees to sign all necessary papers, applications as and when called by the Promoter forthwith.

(6) The Purchaser/s herein is/are well aware that, the Promoter shall convey the said Land along with all the buildings in the project and the common amenities and facilities to the said society on or before December, 2026 and subject to (i) disposal of 2/3<sup>rd</sup> tenements in the project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

(7) The Purchaser/s herein declares that, he / she / they has have no right, title and interest of whatsoever nature in respect of the said Land and building standing on the said land or any part thereof either in form of FSI or TDR, open space, terraces, parking space, etc., excluding the constructed said Premises and FSI thereto only. By executing this presents the Purchaser/s herein has given his / her / their irrevocable consent as to the use of FSI of the said Land and/or the TDR (Buildable Potential of other property) or any other building potential as permitted by Municipal Corporation and to construct Commercial cum residential Building or additional floors over Building Nos. "A" and "B" using the same and further allot or sell flats, offices, garages, terraces, car parking, open spaces or exclusive right to use thereto etc. to any third party / person/s at the discretion of the Promoter. The Purchaser/s herein by executing these presents relinquished his / her / their right, if any to raise any objection as to the sell/ allotment of any tenements, flats, etc. to any person/s by the Promoter on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. The Purchaser/s herein further declares that, the Purchaser/s herein relinquished his/her/their any right if any, to raise any objection for construction of additional tenements using the FSI of the said land or any TDR or any other building potential on existing buildings or Commercial cum residential Building to be constructed in due course of time and to sale, dispose off any flats, offices, garages and to allot exclusive right to use terraces, car parking, open spaces etc. by the Promoter.

(8) The Purchaser/s herein has/have given his/her/their irrevocable consent as to the change of building layout, building plans and place of open space, road / pathway area, Transformer installation places, and to additionally put up floor over the existing buildings, etc.

(9) The Purchaser/s herein by executing these presents admit and accept to pay all taxes cesses, property tax Premium under whatsoever head,

proportionate share in deficiency if any towards the payment of the Non-agriculture, cess and proportionate share in common maintenance, charges, Water charges, Lift maintenance charges, Electricity Charges, etc., in respect of the said Premises to the concerned authorities, from the date of execution of the said Agreement.

(10) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc. such as Goods and Service Tax, Sales Tax, VAT, Work Contract Tax, Additional premium, etc or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the local authority, in respect of the said land or the said Premises or this Agreement or the transaction herein, shall exclusively be paid / borne by the Purchaser/s along with interest, if any. The Purchaser/s shall pay within 7 days to the Promoter the amount towards such tax / duty / charges / premium / cess / surcharge, etc. as and when charged and demanded by the Promoter. In case of any dispute pertaining to this clause hereunder only regarding payment of the said amount, the same shall be referred to a single arbitrator appointed by the Promoter at his sole discretion. The Sole Arbitrator shall dispense with oral evidence and shall pass the necessary award within 7 days of from reference of the dispute to him. The venue of the arbitration shall be at Pune and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any modifications made thereto. The Purchaser/s hereby always indemnifies the Promoter from all such levies, cost and consequences.

(11) The Purchaser/s agree that they shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation and running of the STP, solar water heaters, rain water harvesting, bio compost plant, etc. if provided. The Purchaser/s hereby gives his/her/their consent and no objection to the Promoter and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant, rain water harvesting, etc. as per the rules and regulations imposed and laid down by the concerned authorities. The Purchaser/s hereby indemnifies and keep indemnified the Promoter from all liabilities arising due to non-compliance by Purchaser/s and/or the ultimate organization of tenement purchasers or the maintenance company to run and operate the said STP, solar water heaters, rain water harvesting, bio compost plant, etc.

**(12)** The Purchaser/s covenant that they shall not use the said Premises for and as Massage Centre, Gambling House, Classes, Beauty Parlour, guest house, mess, dining hall, Service Apartment, Hostel, group accommodation, accommodation for students, rentals on cot basis, Lodging Boarding or any commercial activity/office or any illegal or immoral purpose, these in addition to all other uses which are not allowed by rules and regulations of local, state or Central Government for such type of residential flats.

**(13)** The Purchaser/s covenant that they shall not install any satellite TV Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or on the terrace of the building. A prior written permission for installation of such devices shall have to be obtained from the Promoter or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wiring cabling shall be done only through designated ducts. The Promoter or ultimate organization of tenement purchasers as the case may be, may completely restrict installation of such devices.

**(14)** In terms of the said Agreement dated \_\_\_\_\_, the Promoter was to allot Car Parking Spaces so as to avoid any disputes amongst the tenement purchasers in the project on first cum first basis. Pursuant thereto the Purchaser/s have selected \_\_\_ (\_\_\_) Open/ Covered Car Parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres in the \_\_\_\_\_ floor and the Promoter at the request of the Purchaser/s allotted to the Purchaser/s the said Car Parking Space with exclusive right to use the same.

**(15)** The Purchaser/s herein declares and confirm that, the Promoter has discharged and performed all their obligations except final conveyance in respect of the said land, building and the said Premises, under the said Agreement and as well as under The Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970 and rules made thereunder and the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Promoter.

**(16)** The said Agreement and these presents shall always be subject provisions of The Maharashtra Ownership Act, 1963 and The Maharashtra Apartment Ownership Act 1970 and the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.

(17) It is specifically agreed between the parties hereto that all expenses towards the stamp duty and registration fees for said agreement and these presents and also the conveyance in respect of the said Premises, which is to be executed in pursuance of these presents shall be borne and paid by the Purchaser/s herein. The Promoter therein is not responsible to contribute towards the same.

(18) The Purchaser/s has/have paid the necessary stamp duty and registration fees on the said Agreement and hence these presents are stamped to the tune of Rs. 500/- only.

**FIRST SCHEDULE**

(Description of the said Land)

All that piece or parcel of land admeasuring 2751.25 square metres carved out of Survey No. 175 Hissa No. 3 total admeasuring 32 Ares i.e. 3200 square metres assessed at Rs. 00=69paise situate at village Pimple Saudagar, Taluka Haveli, District Pune and within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune.

**SECOND SCHEDULE**

**Details of the said Premises**

(A)	Flat No.	-----
(B)	(i)	Carpet area of the said Premises ----- square metres
	(ii)	Carpet area of Enclosed Balcony ----- square metres
		Total Area B(i) + B(II) ----- square metres ----- square feet
(C)	Floor	-----
(D)	Building No.	"-----"
(E)	Usage	Residential
(F)	Exclusive rights to use :	
	(i)	Adjacent Balcony (collective) ----- square metres
	(ii)	Adjacent Open Terrace (collective) ----- square metres
	(ii)	Covered/Open Car Parking Space ----- square metres bearing No/s. -----

In the Project known as "**COCO NEST**" being developed or developed on the said Land described in the First Schedule herein written.

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

**SIGNED, SEALED AND DELIVERED** ]  
by the within named Promoter ]  
**Lakshadeep Developers** through its ]  
Proprietor **Mr. Chandrakant Laxman** ]  
**Kate** in the presence of . . . . . ]

**SIGNED, SEALED AND DELIVERED** ]  
by the within named Purchaser/s ]  
... .. ]  
... .. ]  
... .. ]  
... .. ]  
... .. ]  
in the presence of . . . . . ]

**WITNESSES**

(1) Sign:  
Name:  
Address:

(2) Sign:  
Name:  
Address:

D:\My Documents\kate rahul\pimple saudgar\rera agr\POSS AGR 2.doc