

CONSTRUCTION OF
555

HOUSING UNITS UNDER PRADHAN MANTRI AWAS VIKAS YOZNA (PMAY) AT PROTHRAPUR AND BRICHGUNJ/BROOKSHABAD, PORT BLAIR



Project constructed by:



213

HOUSING UNITS UNDER PMAY

AT PROTHRAPUR, PORT BLAIR

Encompassing an array of public functions, offering residential, commercial, recreational as well as public gathering spaces, 213 Affordable Housing Units under PMAY, is a GRIHA rated green building being constructed in Prothrapore, Port Blair.

The development is one of its kind, being a perfect blend of modern as well as local architecture features and the same is designed keeping in mind the coastal context. A pitched roof development with a modern façade, is one of the first developments in Port Blair being constructed with “Stay-in-Place PVC Structure” (residential blocks only). The use of vernacular building materials with a modern approach not only reduces the carbon foot print but also sets an example for the upcoming developments in terms of setting a world class campus for generations to use.





The contemporary development intends to respond to the city's rising demand for a work-life balance while bringing multiple aspects of urban life into one consolidated development. The commercial retail shops overlook the main access road making them a hub of branding for the stakeholders as well as an element of increased ground level interface. The commercial retail shops vary in floor plates for a flexible range of brand sizing suiting various categories of users. Modern amenities have been planned in order to attract consumers for example spacious and luxurious lift lobbies,

huge toilet blocks and sun lit atriums providing ample amount of natural light making it environmentally sustainable.

The master plan is planned while keeping in mind the importance of sunlight as well as natural ventilation to the dwelling units. Ample green spaces are designed in order to increase human interaction on the ground interface which otherwise is often neglected. The development is well designed taking in consideration 'the ease' that the specially abled need in their day-to-day lives.

**AERIAL VIEW
OF THE SITE**



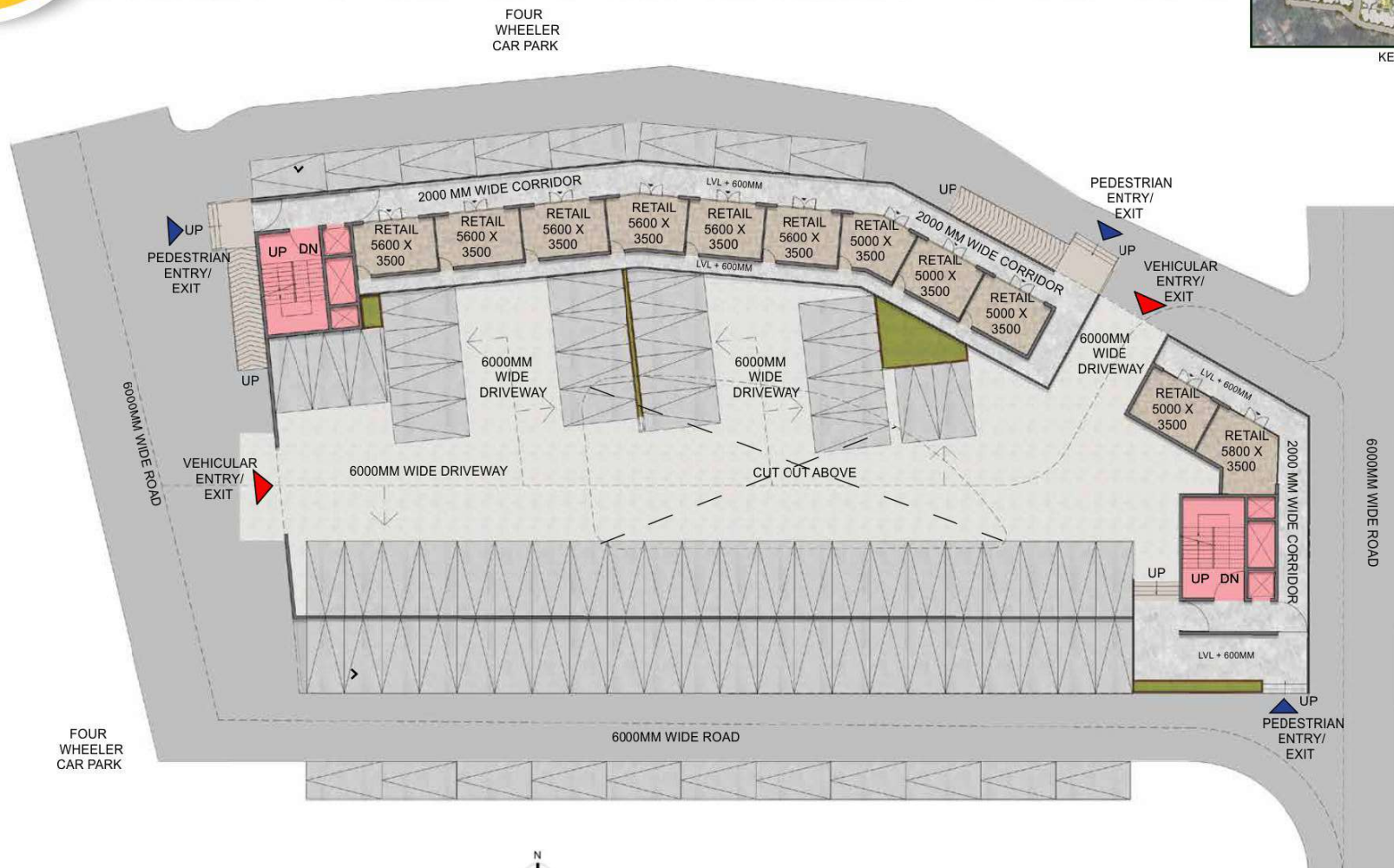


COMMERCIAL
BLOCK
**GROUND FLOOR
PLAN**

Floor Area : 620 SQM



KEY PLAN

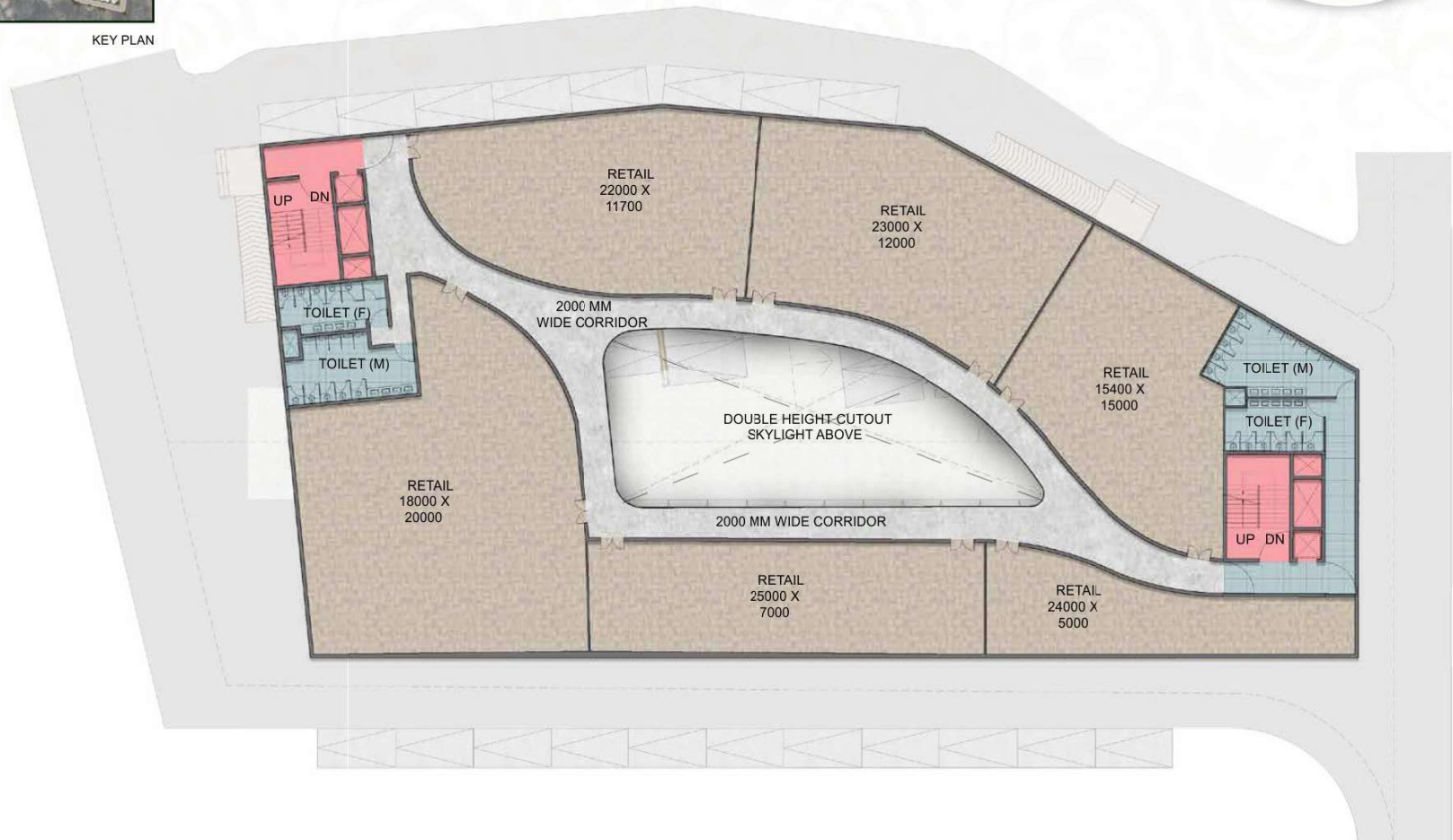


All dimensions are in mm



KEY PLAN

COMMERCIAL
BLOCK
**FIRST & SECOND
FLOOR PLAN**
Floor Area : 1820 SQM



All dimensions are in mm

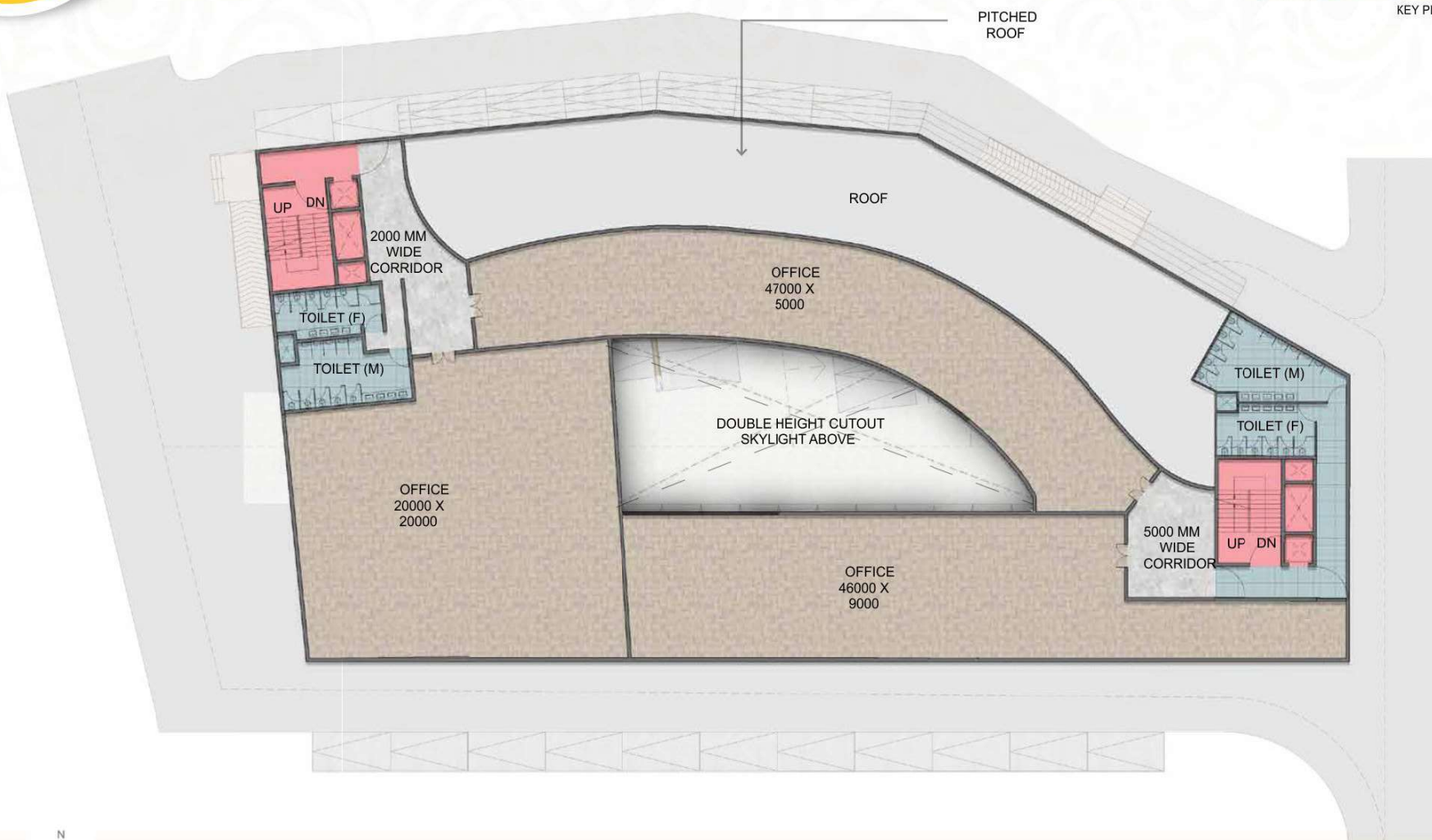
COMMERCIAL
BLOCK

**THIRD FLOOR
PLAN**

Floor Area : 1420 SQM



KEY PLAN



All dimensions are in mm

**SITE PLAN -
PROTHRAPUR**



**AREA
STATEMENT-
PROTHRAPUR**

S.No.	Description	Value	Unit
1.	Site Area	10000	SQM
2.	F.A.R. Permissible	1.5	
3.	Total Built up Area (Permissible)	15000	SQM
4.	Total Built up Area (Achieved)	13522	SQM
5.	Total Ground Coverage (Achieved)	3,243 (32%)	SQM
6.	Total Green Coverage	18%	
7.	Total Built Up Area	17235	SQM
	TOTAL AREA	FAR AREA	NON-FAR AREA
8.	COMMERCIAL BUILDING		UNIT
	Ground Floor	2151.21	604.652
	First Floor	2151.21	1805.23
	Second Floor	2151.21	1805.23
	Third Floor	2151.21	1805.23
	Total Area By Commercial Block	8604.84	6020.342
9.	RESIDENTIAL CLUSTER- C		
	Ground Floor	1569.81	1,441.99
	First Floor	1569.81	1315
	Second Floor	1569.81	1315
	Total Area by Residential Block	4709.43	4072
10.	RESIDENTIAL CLUSTER- A		
	Ground Floor	624.66	566.04
	First Floor	1612.86	526
	Second Floor	612.86	526
	Total Area by Residential Block	1850.38	1618
11.	RESIDENTIAL CLUSTER- B		
	Ground Floor	696.79	630.57
	First Floor	686.58	592
	Second Floor	686.58	592
	Total Area by Residential Block	2069.95	1815
	Total No. of Residential Units	213	Nos.
	Total Area by Residential Blocks	8629.76	7505
12.	Total Area Under FAR	13525.3	SQM
	Total Built Up Area	17234.6	SQM
13.	PARKING: COMMERCIAL		
	2 Wheeler: 1/75 Sqm of Built-up Area (Achieved)	78	Nos.
	ECS: 1/75 Sqm of Built Up Area (Achieved)	78	Nos.



NBCC (INDIA) LIMITED

(A Government of India Enterprise)

NBCC Bhawan, Lodhi Road, New Delhi-110003. CIN: L74899DL1960GOI003335.

For further details, visit us at www.nbccindia.com or mail us at
mktgre.nbcc@nic.in or Contact 011-46990019 / 20



YOUTUBE: goo.gl/XAkD9b

TWITTER: twitter.com/OfficialNBCC

FACEBOOK: www.facebook.com/OfficialNBCC

Digitally signed by DEEPAK
KUMAR MEHRA
Date: 2025.08.30 13:25:12 IST



श्री विजयपुरम नगर पालिका परिषद
Sri Vijaya Puram Municipal Council



Unit Sale of Commercial Built-Up space on Freehold Basis Under PMAY Project At Prothrapur, Sri Vijaya Puram

APPLICATION FORM



NBCC (India) Limited,

NBCC Bhawan, Lodhi Road, New Delhi-110003.

Telephone No.: - 011- 24367314-17, Web: www.nbccindia.com

E-Mail: rbg.south@nbccindia.com, portblair@nbccindia.com

**Unit Sale of Commercial Built-Up space on Free hold Basis
Under PMAY Project At Prothrapur, Sri Vijaya Puram**

THROUGH E-AUCTION

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NBCC (INDIA) LIMITED

(A Navratna CPSE)

OFFICE OF THE EXECUTIVE DIRECTOR (ENGG.)

NBCC (INDIA) Limited,

1st Floor, Lucy's Arcade, Old Railway Station Road,
Kacheripady, Kombara, Kochi, Kerala-682018.

NOTICE INVITING OFFER (NIO)

Unit Sale of Commercial Built-Up space on Free hold Basis Under PMAY Project At Prothrapur, Sri Vijaya Puram

THROUGH E-AUCTION

NBCC (INDIA) LTD ("NBCC"), A Govt. of India Enterprise, announces Unit Sale of Commercial Built-Up space Under PMAY Project At Prothrapur, Sri Vijaya Puram through e-auction, as per following details:

1.	NIO No.	:	NBCC/RBG/PMAY/2025/ 01 dated 01/09/2025
2.	Name of work	:	Unit Sale of Commercial Built-Up space on Free hold Basis Under PMAY Project At Prothrapur, Sri Vijaya Puram
3.	List of available Saleable commercial Built-up Space along with Reserve Price, EMD	:	As per Annexure – A
4.	Earnest Money Deposit	:	EMD to be deposited as per Annexure-I. EMD is to be paid online using available e-Payment gateway on the portal. EMD in any other forms shall not be accepted. EMD is to be paid directly to the agency conducting the e-auction i.e. M/s Railtel Limited.
5.	Pre- Bid Meeting	:	The prospective bidders may send their queries to this office through email latest by 24-09-2025 Till 3.00 PM. A pre-Bid meeting shall be held on 25.09.2025 at 3:00 PM at NBCC Office at 1st Floor, Lucy's Arcade, Old Railway Station Road, Kacheripady, Kombara, Kochi, Kerala-682018. Maximum of two representatives of prospective bidders shall be allowed to participate in the meeting.
6.	Last Date of submission of Pre-Bid EMD	:	Up to 28-09-2025 till 3:00 pm.
7.	Cost of offer document.	:	Free of cost

8.	Registration Fee.		1180/- including 18% applicable GST payment through online payment gateway available on the portal of RAILTEL (Non-refundable)
9.	Auction Processing Fee	:	Rs. 10,620 /- including 18% applicable GST payment will use online payment gateway available on the portal of RAILTEL. Auction Processing Fee is non-refundable.
10.	Period of availability of Offer documents on NBCC website.		From 01-09-2025 to 28-09-2025 till 3:00 PM
11.	Period of mock e-auction for the purpose of awareness of the bidders	:	From 22-09-2025 to 24-09-2025 during working Hours
12.	Date of E-Auction	:	30-09-2025 (11:00 Hrs to 15:00 Hrs or till extended period)
13.	Place of submission of document of successful bidders.	:	OFFICE OF THE EXECUTIVE DIRECTOR (Engg.), NBCC (INDIA) Limited, 1 st Floor, Lucy's Arcade, Old Railway Station Road, Kacheripady, Kombara, Kochi, Kerala-682018.

Complete Offer document is available on website of NBCC, www.nbccindia.com/pbmc.gov.in. Corrigendum, if any, shall only be available on website of NBCC.

NBCC reserves the right to accept or reject the highest bid received or annul this process or withdraw any Saleable commercial Built-up Space from sale at any time without assigning any reason whatsoever.

Incomplete form submitted by the Buyer is liable to be rejected.

The intending bidder must read the terms and conditions of sale of offer documents carefully and he/she should only submit his/her bid if he/she considers himself/herself eligible.

The bidder shall be required to register itself with RAILTEL (The agency engaged by NBCC for holding e-auction). Class 3 Signing certificate -DSC is Mandatory for Bidders

The bidder shall be liable to pay Auction Processing Fee (payable to RAILTEL) for the Saleable commercial Built-up Space as mentioned in NIO. The Auction Processing Fee is non-refundable. Transaction Fee/Auction Processing Fee is applicable for each line item/Shop/Unit/Lot/etc.

Bidders may participate in free of cost training sessions by sending their request to enividahelpdesk@gmail.com one day prior to the training and understand the functionality and process of the portal.

EXECUTIVE DIRECTOR (Engg.)

Annexure I

List of available commercial built-up space along with Basic Sale Consideration at Reserve Price and EMD.

Ground/ Stilt Floor							
S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-01	181	570.71	37,09,597.32	2		1
2	SHOPS-02	181	568.23	36,93,505.14	2		1
3	SHOPS-03	181	568.34	36,94,204.80	2		1
4	SHOPS-04	166	521.30	33,88,453.38	2		1
5	SHOPS-05	177	553.48	35,97,651.72	2		1
6	SHOPS-06	177	553.48	35,97,651.72	2		1
7	SHOPS-07	165	514.95	33,47,173.44	2		1
8	SHOPS-08	170	530.99	34,51,422.78	2		1
9	SHOPS-09	139	445.95	28,98,691.38	2		1
10	SHOPS-11	222	706.33	45,91,168.92	2		1
11	SHOPS-12	288	907.30	58,97,434.14	2		1
Sub Total (I)		2,047	6,441.07	4,18,66,955	22		11

First Floor							
S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-101	2,129.44	2,915.21	1,89,48,891.78	2		2
2	SHOPS-102	2,662.26	3,674.08	2,38,81,494.78	2		3
3	SHOPS-103	1,618.69	2,264.53	1,47,19,447.08	2		2
4	SHOPS-104	1,341.30	1,847.21	1,20,06,865.26	2		1
5	SHOPS-105	2,171.10	2,989.16	1,94,29,558.20	2		2
6	SHOPS-106	3,670.85	5,037.87	3,27,46,186.98	2		5
	Sub Total (II)	13,593.64	18,728.07	12,17,32,444.08	12		15

Second Floor

S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-201	2,129.44	2,915.21	1,89,48,891.78	2		2
2	SHOPS-202	2,662.26	3,674.08	2,38,81,494.78	2		3
3	SHOPS-203	1,618.69	2,264.53	1,47,19,447.08	2		2
4	SHOPS-204	1,341.30	1,847.21	1,20,06,865.26	2		1
5	SHOPS-205	2,171.10	2,989.16	1,94,29,558.20	2		2
6	SHOPS-206	3,670.85	5,037.87	3,27,46,186.98	2		5
Sub Total (III)		13,593.64	18,728.07	12,17,32,444.08	12		15

Third Floor

S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-301	3,157.62	4,330.90	2,81,50,820.10	2		4
2	SHOPS-302	3,978.48	5,420.86	3,52,35,577.26	2		5
3	SHOPS-303	4,313.24	5,884.79	3,82,51,111.86	2		5
Sub Total (IV)		11449.34	15,636.54	10,16,37,509.22	6		14
Grand Total (I+II+III+IV)		40,683.6	59,533.73	38,69,69,352.12	52		55

***Car Parking:**

1. Number of equivalent car spaces (ECS) shall be reserved / allotted at fixed price. One covered/ open ECS for every 1,000/- Sq.ft. (approx.) of Super Built-up Area of the Unit will be allotted @ Rs. 2,00,000/- per ECS for covered car parking and Rs. 2,00,000/-per ECS for open car parking.
2. Extra car parking covered/ open may be allotted on demand of the buyer @ Rs. 2,00,000/-per parking, subject to availability of the parking.

Note:

a. Allotment of Car parking slot may be open or covered and can be anywhere in the complex. The decision of PBMC/NBCC about allotment of parking slots shall be final and binding on the applicant. Parking space may not be continuous.

b. The surplus car parking space (cars/scooters) open or covered, along with other spaces in the complex shall be the sole property of PBMC and PBMC can sell/utilize/allot the same at its discretion at any stage to any of the bidders/allottees in this complex.

##Reserve price: The reserve price of super built-up area is @Rs 6,500/- per sq.ft.

Note:

1. **The maintenance charges and IFMS charges are not included in the Basic Sale price Consideration that shall be extra as mentioned below:**
 - a) **Maintenance Charges @ Rs. 7/- per sft per month will be charged advance for one years.**
 - b) **Interest Free Maintenance Security Deposit (IFMS) @ Rs. 25/- per sft.**

Conversion factor of 1 Sqm =10.764 Sft. shall be applicable wherever required.

NOTE: -The bidders are required to quote for the bidding rate per sft on Built up area of the Unit in the e-auction equal to or over and above the reserve price against Unit for which the bid is submitted. The bid for e-auction shall start with the reserve price, and the minimum increment shall be Rs. 100/- per sft.

NBCC on behalf of PBMC shall make allotment of the Unit only if the bid price quoted in e-auction is equal to or higher than the reserve price. GST /all other taxes as applicable shall be charged extra.

NBCC (INDIA) LIMITED
(Government of India Enterprise)

APPLICATION FORM

Affix photo of
First/ Sole
Buyer

This form is to be submitted by the intending Buyer / bidder along with offer document, EMD, participation fee, transaction fee and the documents duly signed by authorized representative as token of acceptance of terms & conditions of document.

The particular of the Buyer(s) / bidder(s) are given for NBCC's reference and record.

A. PARTICULARS OF THE BUYER

1.Name (Individual) :

/ Company / trust, co-operative society] (IN CAPITAL)

2. Status of the Buyer :

(Whether individual, sole proprietorship, firm, company, trust, society etc)

3. i) Year of incorporation

(In case of buyer being other than individual):

ii) Date of birth (in case of individual) :

iii) Fathers/Husband name in case of Individual:

(iv) Name Co-applicant :

(v) Fathers/Husband Name of Co-applicant :

4. *Whether the buyer is competent to contract under Indian Contract Act, 1872, Foreign Exchange Management Act, 1999 and FDI policy of Government of India (Tick whichever is applicable)*

YES _____

NO _____

5. Name of the authorized signatory of the Company

6. Full residential address:

.....
.....
.....
.....
.....

7. Correspondence address:

.....
.....
.....

8. Permanent account number & Aadhar Card of the Buyer:

(Photocopy of the PAN CARD & AADHAR CRD is to be enclosed)

9. Contact Numbers/Name

Office :

Res :

Mobile :

EMAIL- ID :

10. Bank Details for refund of amount

Name of the Bank :

Name of the branch and its address :

Account number of the Buyer :

RTGS code of the bank :

11. BID PRICE

Sl. No.	Total Units	Total Super Built- up Area applied (S.ft)	Reserved sale price (Rs./per s.ft.	Bid sale price applicable on Total super built up area (Rs.)	EMD
1

*** GST /all other taxes as applicable shall be charged extra.**

12. Booking done through property Consultant: YES / NO

If yes

Name of Property Consultant

Stamp of Property Consultant.....

Signature of Buyer.....

I/We further understand the cost of Equivalent Car Space ("ECS") is not included in the basic sale consideration for office/ retail units.

I/We the undersigned hereby apply to PBMC/ NBCC for allowing me/us for the booking/allotment of a Unit (details whereof have been mentioned above) at **PMAY Project At Prothrapur, Port Blair.**

I/We have read and understood terms & conditions of allotment as well as the conditions contained in the offer document and hereby unequivocally accept the same. I/We also understand that I/We shall be legally bound to purchase the Unit at the final bid price offered by me in the e-auction, subject to selection / acceptance by PBMC/ NBCC.

Notwithstanding the fact that PBMC/ NBCC has issued a receipt of an acknowledgement of the money tendered with this Application Form, I/We have clearly understood that this Application Form does not constitute any kind of contract including allotment confirmation or an agreement to sell and I/we have no right, interest or entitlement towards allotment of the Unit in the said project. I/We have clearly and unequivocally understood that such rights and entitlements shall accrue only after selection of my/our bid and when an allotment letter has been issued to me/us. I/We understand that the final approval of the drawings etc has been obtained from the statutory authorities.

I/We have sought detailed information from PBMC/ NBCC pertaining to all aspects of the project and the Unit and after a careful consideration of all facts, terms and conditions; I/We have signed and submitted this Application Form being fully conscious of my/our liabilities and obligations.

In case any detail mentioned in this Application Form is found to be false, I/we agree that the allotment shall be summarily rejected and the PBMC / NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full EMD.

I/We shall pay the balance amount payable within 15 days, execute the agreement to sell in the prescribed Performa attached herein and in accordance with the terms & conditions of the offer document.

An acknowledgment / acceptance of terms & conditions mentioned in this offer document is also signed and being submitted along with the Application Form, as a token of acceptance of the same unconditionally.

Date:

Place:

Signature of the Buyer
or on behalf of the Buyer/
Authorized Signatory

Note:

- a) Any correction in the Application Form and the Acceptance of Terms & Conditions of Sales should be initialed by the Buyer/ authorized signatory thereof.
- b) All pages of the Application Form and the Acceptance of Terms & Conditions of Sales should be signed by the Buyer/ authorized signatory thereof.
- c) A copy of MoA/AoA/partnership deed, where ever applicable shall also be furnished with the Application Form.
- d) In case of more than one Buyer (but subject to maximum of three), please attach additional sheets setting out the particulars of all such additional co-Buyer.

ACCEPTANCE LETTER

(TO BE SUBMITTED WITHIN 15 DAYS OF CLOSE OF E-AUCTION)

To,

The EXECUTIVE DIRECTOR (Engg.)
NBCC (India) Ltd,
1st Floor, Lucy's Arcade, Old Railway Station Road,
Kacheripady, Kombara, Kochi, Kerala-682018.

Sir,

ACCEPTANCE OF TERMS & CONDITIONS OF SALE

1. The offer document containing terms & condition for sale of commercial built-up space on free hold basis in Commercial Built-up areas (Retail/Office) at PMAY Project At Prothrapur, Port Blair, has been downloaded by me/us from website of NBCC. I/We have carefully read through the same and hereby unconditionally accept the terms & conditions and bid document in its entirety. I hereby accept the condition that any future increase in FAR and development rights that may arise there from shall, to the extent available and subject to be used strictly in the manner permitted under applicable laws, remain with the land-owning authority(ies).
2. I/ we acknowledge and consent that after unconditionally accepting the terms & conditions in its entirety, it shall not be permissible for me/us to put any remark(s)/ condition(s) along with the bid and the same has been followed in the present case. In case this provision of bid document is found violated at any time, I/we agree that the Application Form shall be summarily rejected and PBMC/ NBCC without any prejudice to any other right or remedy be at liberty to forfeit the full earnest money deposit (EMD)absolutely.

Yours faithfully

(Signature of Buyer)

Date:

INSTRUCTIONS TO BUYERs (ITB)

NBCC (INDIA) Limited, a Govt. of India Enterprise, on behalf of Sri Vijaya Puram Municipal Council, announces sale of commercial built-up areas (Retail/Office) on free hold basis at PMAY Project At Prothrapur, Port Blair through e-auction with the condition that any future increase in floor area ratio (FAR) and development rights that may arise there from shall remain with PBMC and the purchaser has only rights of the purchased freehold specific BUA.

Corrigendum, if any, shall only be available on website of NBCC by the means of updating of this Catalogue. Prospective bidders are requested to download a fresh copy of this catalogue at least SEVEN (7) days before the auction as all information will be updated herein.

PBMC/ NBCC reserves the right to accept or reject the highest bid received or annul this e- auction process or withdraw the proposed e-auction/sale at any time without assigning any reason whatsoever and without assuming any liability, responsibility, obligation and recourse to or of PBMC/ NBCC.

The intending bidder must read all the documents of sale including terms and conditions of sale as mentioned in this offer document carefully and he/she should only submit his/her bid if he/she considers himself eligible. PBMC/ NBCC shall not be liable in any manner for any mistake in interpretation of any term by the bidder or the bidder's failure to seek any clarifications from PBMC/ NBCC which may be necessary. The bidder shall also be required to register them self with RAILTEL CORPORATION OF INDIA Ltd by paying the registration fees and submitting KYC documents as mentioned in instructions on website.

Note 1: Pre-Bid EMD:

1. Earnest Money Deposit (EMD), as per Notice Inviting Tender, is required to be deposited for participation in bid, through RTGS/NEFT/e-Payment. EMD and Auction Processing Fee (APF) are to be paid online using available e-Payment gateway on the portal. EMD shall be paid 24 hours before the date and time of the commencement of the e-auction. EMD received after the due date and time will not be accepted. EMD in any other forms shall not be accepted.
2. Details of the payment along with name, address, PAN No and details of the Account no along with IFSC code, Bank Name, Branch Name & address of buyer is to be mailed at rbg.south@nbccindia.com. Only successful bidders have to send the documents as per Note 1.
3. The EMD of the bidders other than highest bidders will be refunded within 15 (Fifteen) days of the date of thee-auction.
4. No interest will be payable by PBMC/ NBCC on the EMD amount.
5. EMD of highest bidder (to be termed as Allottee after issuance of Allotment- cum-demand letter by PBMC/ NBCC) shall be treated as part payment towards sale of built-up space and shall be adjustable in the consideration value as per details

mentioned in the "payment schedule"

Note 2: Registration:

1. Registration manual is available/attached with the NIT. To Register click 'Bidder Enrolment' available on the homepage of the website <https://nbccauction.enivida.com> to get registered and avail User ID & Password.

Contact Details of Railtel Corporation of India Ltd Helpdesk for Registration/Auction Support are: Support Mob No/Email ID:

- a. Nittin:8448288986,eprochelpdesk.44@gmail.com
- b. Chaitanya:8448288985,eprochelpdesk.03@gmail.com
- c. Gagan:8448288987,eprochelpdesk.01@gmail.com
- d. Sujatha:8448288989
- e. Swamy:8448288994

Contact Details of NBCC are: 80088 84369 and 73200 48811

Note 3: Auction details:

1. THE STARTING PRICE/RESERVE PRICE FOR E-AUCTION IS Rs. 6,500/- PER S. FT.
2. The Bidders who are participating in the e-auction shall submit their bids at reserve price or with a minimum incremental of Rs.100/- (One hundred) over and above the Starting Price. i.e a bidder can bid Rs. 6500, 6600, 6700 etc. If the bidder chooses to bid Rs. 6600, then next bidder can bid Rs. 6700 or higher

Note 4: Eligibility:

1. The Buyer should be legally competent to enter into a contract in India as per Indian Constitution and RBI Guidelines.
2. The Buyer may be an individual person, registered partnership firm/LLP, trust, registered co-operative society, incorporated public or private limited company, State Governments, Central Govt. Departments, Public Sector Undertakings/ Govt. Autonomous Bodies etc.
3. In case the application is being submitted by an entity (other than an individual i.e. a firm/ company/etc), the application shall be accompanied by inter-alia, a duly executed authorization (power of attorney signed by functional directors or Board Resolution etc.) in favor of the authorized signatory.
4. In case of an application made on behalf of a company or a registered partnership firm or registered co-operative society or trust, the Application shall be, inter-alia, accompanied by a notarized copy of the deed, MoA, AoA, certificate of incorporation/registration with concerned Government authority and such other charter documents thereof as may be relevant.

5. In case of application made by a minor, it should be through legal or natural guardian. In case of a minor, age proof and name of guardian is required along with submission of proof of guardian ship.

Note 5: INSPECTION OF SITE AND DOCUMENTS:

1. NBCC (India) Limited is the implementing agency and is authorized to market the commercial super built-up area on behalf of PBMC, authorized vide Memorandum of Understanding dated 10th July 2019 (**MOU**) entered into between the said parties. All documents referenced in the offer document including MOU signed between NBCC & PBMC shall be binding on the bidders / Allottees.
2. The Buyers are expected to satisfy themselves about the location of the plot, built up area, title of the land, statutory approvals and other details before submission of application for purchase of commercial super built-up area. The submission of the Application shall be an acknowledgment of the Buyer having satisfied itself of the project in all respects.

Note 6: PAYMENT SCHEDULE:

S No	Instalment Description	Amount payable
1.	Along with Application Form	EMD (1% of Basic Value)
2.	Within 15 Days of closing of the e-auction (in case the day of payment happens to be Sunday or bank holiday than it shall be deposited by next day)	5% of the highest bid price X super built-up area, plus applicable taxes
3.	Within 30 Days of closing of the e- auction	5% of the highest bid price X super BUA, less EMD amount, plus applicable taxes
4.	Within 03 months of issuance of allotment letter or Signing of Agreement to Sale or Start of Foundation work of the project whichever is later.	10% of the Basic sale consideration value of space allotted plus applicable taxes
5.	Within 06 months of issuance of allotment letter or Completion of Foundation work of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
6.	Within 09 months of issuance of allotment letter or Completion of Roof slab of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes

7.	Within 15 months of issuance of allotment letter or on 80% completion of Finishing and External development work.	20% of the Basic sale consideration value of space allotted plus applicable taxes
8.	Within 30 days from Offer to carryout Fitment to the Allottee.	10% of the Basic sale consideration value of space allotted plus applicable taxes
9.	Within 60 days from date of Offer of Physical Possession.	10% of the Basic sale consideration value of space allotted along with IFMS, Maintenance Charges and other allied charges, advances etc. with applicable taxes.

- Basic Sale Consideration shall be cost of BUA worked out on successful/bid price for the particular unit.
- Construction status for the payment for particular milestone shall be certified by NBCC.
- The stamp duty, registration charges, GST and any other statutory charges/dues as levied by the Central Government/State Govt./Local Bodies shall be payable additionally solely by the Allottee/buyer.
- All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Allottee in proportion to the Super Built up Area.
- In case the amount payable at SI No. 2 of the table above is not paid within the stipulated period then the EMD shall stand forfeited and PBMC/ NBCC shall proceed with further sale of the concerned Unit without any notice to the Bidder. Any delay in payment of sale amount as above shall attract interest to be calculated at the Default Rate.

Account details for depositing Post auction payments is as under:

Account Title : Port Blair Municipal Council (PBMC)

Bank Name : Canara Bank

Branch : Sri Vijaya Puram

A/c No : 1185 1010 27188

IFSC Code : CNRB0001185

Note 7: E-AUCTION METHODOLOGY AND TERMS

1. The bidding shall be for sale price per sft. of the Total Super Built-Up Area. The bidders are required to quote the sale price in the e-auction equal to or over

and above the reserve price. The reserve price as mentioned in the offer document may be treated as final price.

2. "EMD and Auction Processing Fee (APF) are to be paid online using available e-Payment gate way on the portal".
3. In case any bid is given within the last 8 minutes period before closing of bid, then an extension of time of 8 minute(s), shall become due automatically and this extension in period shall continue till no fresh bid is received in last 8 minutes period from the scheduled/extended period of closing of bid. If no fresh bid is received in last 8 minutes period from the scheduled/extended period of closing of bid then bid shall get automatically closed.
4. PBMC/ NBCC reserves the right to amend/modify/add to the terms & conditions of sale at any stage prior to the date of e-auction, without assigning any reasons whatsoever; and/or accept/reject any or withdraw the Unit from sale at any stage prior to issuance of allotment letter, without assigning any reason; but with prior intimation to buyer. Bidders are advised to download a fresh copy of this catalogue as available on at least 7 days before the auction so as to have an updated catalogue.
5. The bid shall be for rate corresponding to the Total Super Built-Up Area mentioned in the offer document. It is presumed that the intending bidder has inspected the site and has familiarized himself/itself with the prevalent conditions in all respects. The cost of Unit shall be worked out based on the Total Super Built- Up Area mentioned and corresponding highest bid. If there is any increase in the carpet area and super built-up area, which is not more than 3% (three percent) of the carpet area and super built-up area, respectively, of the Unit, PBMC/ NBCC may demand that from the buyer. All these monetary adjustments shall be made at the same rate per square meter/square feet as mentioned in the Allotment Letters. However, the accepted cost of the space shall have to be deposited as per allotment terms before taking the possession of the built-up area.
6. The bidders are not permitted to withdraw/modify/surrender the bid once the process of bidding is concluded and in case the bid is withdrawn/modified or surrendered then the EMD of the bidder shall be forfeited. This shall be without prejudice to other rights or remedies that may be available to PBMC/ NBCC.
7. The highest bidder is required to pay a sum equivalent to 10% of its bid amount, after adjusting the earnest money deposit (EMD), within 30 days of the time of closing of E-auction. This amount is to be paid to PBMC at the account details given above. If this amount is not paid by the scheduled time as above, it shall be deemed that the bid has been revoked / withdrawn and the EMD shall stand forfeited. The bidder is required to deposit this amount with PBMC in the above specified period without waiting for any demand notice from PBMC/ NBCC.
8. The areas given and the drawings provided are subjective and may

decrease/increase as per local / statutory authorities.

Note 8: ACCEPTANCE / REJECTION OF THE BID

1. The acceptance of the highest e-auction bid shall be at the sole discretion of the PBMC/ NBCC, even if amount equivalent to 10% of the highest bid has been remitted by the successful bidder. PBMC/ NBCC does not bind itself to confirm to the highest bid & reserve its right to reject all or any of the bids without assigning any reasons prior to the signing of Agreement to sell, whatsoever and the decision of the PBMC/ NBCC in this regard shall be final and binding to the bidders. In case of cancellation of bid or offer is not accepted by PBMC/ NBCC, the EMD of the highest bidder, shall be refunded without any interest within 15 working days of the cancellation of the bid or rejection of the offer.

Note 9: ISSUE OF ALLOTMENT-CUM-DEMAND LETTER TO THE ALLOTTEE IN UNIT SALE:

1. The allotment-cum-demand letter will be issued by PBMC/ NBCC for each unit separately to the allottee after acceptance of the bid. The allottee is required to deposit the balance bid amount and other due payments through bank transfer/e-Payment as per payment schedule to be mentioned in detail in the allotment-cum-demand letter. Any delay in release of balance payment by the allottee shall attract interest on delayed amount to be calculated at the Default Rate.

Note 10: INTERPRETATION OF CLAUSES OF THIS DOCUMENT:

1. In case of dispute between the parties in respect of interpretation of clauses of this catalog and/or subsequent allotment letter/demand letter/ contract to sell, terms and conditions of e-auction and allotment, etc the same shall be interpreted solely by PBMC/ NBCC and shall be final and binding on the Allotees.

Note 11: Documents to be signed and submitted to PBMC/ NBCC within 15 days of close of e-Auction by successful bidders

- 1) Instruction to Buyers/Bidders
- 2) Application form
- 3) Acceptance Letter
- 4) Authorization & Undertaking
- 5) Terms & Conditions of sale
- 6) Agreement for sale & Construction Agreement

Note 12: In all places Port Blair to be read as Sri Vijaya Puram and PBMC (Port Blair Municipal council) to be read as SVPMC (Sri Vijaya Puram Municipal Council).

TERMS & CONDITIONS OF SALE

1.1 NAME OF THE PROJECT

- 1.1.1 The name of project shall be **PMAY Project at Prothrapur, Sri Vijaya Puram**.
- 1.1.2. The subject property is located in Prothrapur, Sri Vijaya Puram, which is located in the south of Sri Vijaya Puram.
- 1.1.3 PBMC has appointed NBCC as implementing agency for development of PMAY Project at Prothrapur, Sri Vijaya Puram. NBCC is authorized to market the commercial space on freehold basis with the condition that any future increase in FAR and development rights that may come about shall remain with PBMC and the purchaser has only rights of the purchased freehold specific BUA.

1.2 CURRENT STATUS OF THE PROJECT

PBMC has appointed NBCC as implementing agency for development of PMAY Project at Prothrapur, Sri Vijaya Puram vide Memorandum of Understanding dated 10th July 2019. The Drawings of the said property have been duly approved by the Town Planning department, APWD. The details provided in the offer document are as per drawings.

1.3 DEFAULT RATE

The default rate shall mean the rate of interest payable by developer and/or allottees in case of default of any provision of the agreement. The interest at this rate shall be payable to the other party that is non-defaulting party for a particular provision worked out as simple rate of interest for delayed period only and it shall be the State Bank of India highest Marginal Cost of Funds based lending rates plus 2%.

Provided that in case the State Bank of India Marginal Cost of Funds based lending rates is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

1.4 BUILT UP AREA DEFINITION

The "Built Up Area" includes entire covered area/ usable area/carpet area of the respective unit including proportionate loading of common area on the particular floor plus the proportionate share of building/tower and project common areas such as; Passage, Staircase, Lifts, Lift Lobbies, Substation, DG Room, Electric/ Fire Control Room, Pump Room, Underground Water Tank, AC Plant room, Control Room, attached architectural features/ covered balconies etc. The bidders are required to

satisfy themselves about the location of the plot, Built Up Area corresponding usable areas, title of the land, status of statutory approvals and other details before submission of application for purchase of space in the Complex.

1.5 CARPET AREA DEFINITION AS PER RERA

RERA defines "Carpet Area" as "the net usable floor area of Unit / Scheduled Property, excluding the area covered by external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of Unit / Scheduled Property".

2.0 TERRACE RIGHTS

- 2.1.1 The buyer acknowledges that even after the execution of the conveyance deed in favor of all buyers, PBMC will continue to have exclusive rights to the terrace and carry out development on the terrace including inter- alia the right to make additions, raise additional floors, and build additional structures, subject to the applicable laws. Any development on the terrace done by PBMC shall be the sole property of PBMC which shall be entitled to dispose it and or utilize it without any interference from the allottees.
- 2.1.2 The Buyer acknowledges and consents to NBCC's right on behalf of PBMC to connect the electric, water, sanitary and drainage sources to the development on the terrace. However, such connections shall be made at the sole cost of PBMC/ NBCC and with minimal inconvenience to the Buyer(s) but at its own cost.
- 2.1.3 Any consequent cost incurred for additional services, enhancement in statutory charges/levies due to such additions/raising of stories etc. shall however be borne by NBCC/PBMC.
- 2.1.4 The Buyer also acknowledges that it shall not entitle to raise any objection and/or claim any reduction in agreed consideration / sale price of the Unit to be sold, on account of any inconvenience or any other ground whatsoever.

3.0 PARKING SLOTS / ECS

1. Number of equivalent car spaces (ECS) shall be reserved / allotted at fixed price. One covered/ open ECS for every 1,000/- Sq.ft. (approx.) of Super Built-up Area of the Unit will be allotted @ Rs. 2,00,000/- per ECS for covered car parking and Rs. 2,00,000/-per ECS for open car parking.
2. Extra car parking covered/ open may be allotted on demand of the buyer @ Rs. 2,00,000/-per parking, subject to availability of the parking.

Note:

a. Allotment of Car parking slot may be open or covered and can be anywhere in the complex. The decision of PBMC/NBCC about allotment of parking slots shall be final and binding on the applicant. Parking space may not be continuous.

b. The surplus car parking space (cars/scooters) open or covered, along with other spaces in the complex shall be the sole property of PBMC and PBMC can sell/utilize/allot the same at its discretion at any stage to any of the bidders/allottees in this complex.

4.0 FLOORING & FINISHING

The Unit to the buyer shall be provided as bare-shell. The other details are as under:

1. Lift Lobby:

- Lift Lobbies will be provided with Vitrified Tile as per architectural design.
- Walls shall be finished with Low VOC Paint and Ceiling shall be finished with Low VOC acrylic Distemper.

2. Staircase:

- Staircase and lobby will be provided with Vitrified flooring and skirting / dado as per architectural design.
- Walls and ceiling shall be finished with Low VOC Paint.

3. Corridor/ Terrace:

- All Corridors shall be provided with Vitrified flooring.
- All corridor walls will be finished with Low VOC washable acrylic Distemper.
- Ceiling will be provided with Low VOC washable acrylic Distemper/ Paint.
- All railings will be SS 304 grade stainless steel with laminated toughened Glass as per design

4. Toilets:

- Toilets will be completed with Vitrified flooring and ceramic Glazed tile skirting/ dado up to False Ceiling Height
- Walls and Ceiling will be finished with OBD
- All fittings & fixtures includes Under counter washbasin with Granite Counter, Modular type Cubical (2100mm Ht) with European Style wall mounted WC, urinals with Partition, and other accessories like soap dispenser, and dryers etc.

5. Fire Staircase & Fire Tower – These shall be completed in Vitrified flooring with LOW VOC acrylic Emulsion paints over walls and ceiling.

6. Shops/Offices: Internal walls and Ceilings of shops and offices shall be completed with LOW VOC Washable Acrylic Distemper only. All Flooring, False ceiling, Internal wiring etc. inside shops/office shall be done by allottees.

7. All service area like shaft, Service room Mumty shall be completed with Vitrified flooring and OBD over wall and ceiling.

8. All outer walls are combination of masonry/block work and insulated double glass façade as per design.

9. All the external finishing will be a combination of insulated double glass façade/GRC Jali/structural glazing/textured finish/ SS Glass Railing/ etc. as per the architectural design.
10. Provision of 100% power backup for supply for common area lighting and all essential services like lift, STP, pumping station etc.
11. All electrical systems including substation, LT, HT, floor panels, DBs, MCBs, cabling (up to DB only) will be provided.

5.0 INSTALLATION OF SIGNBOARD

- 1.5.1 The successful Allottee shall be allowed to install uniform size sign board at a place & size as decided by PBMC/ NBCC and only on the front wall of his Unit. The Allottee shall not be allowed to put any of its sign board at any other place in the complex/ building or on facade of the building, including of the Unit purchased by the Allottee.

6.0 COMMON AREAS

- 6.1.1 The successful buyer shall have proportionated undivided share but not any exclusive right in the common spaces and shall in no way encroach/ block common spaces such as corridors, lobbies, open spaces etc.
- 6.1.2 As the share of an Allottee in the common areas and facilities shall be undivided and cannot be separated, all Allotees shall be obliged to use the common areas and facilities within the said complex harmoniously along with other allottees, owners, occupants, maintenance staff etc. without causing any inconvenience or hindrance to them subject always to the timely payment of maintenance charges, dues, taxes and other liabilities.
- 6.1.3 All the fixtures and equipment in the common areas or for common use like the electric panels, lifts, pumps etc. shall be the joint property of owner of Units and NBCC/ PBMC (for only the unsold portions).

7.0 STRUCTURALCHANGES

- 7.1.1 The Allottee/ buyer will not make any structural additions/alterations in the commercial space purchased.
- 7.1.2 The Allottee/ buyer shall not make any changes in the external façade or external color scheme of the building under any circumstances.
- 7.1.3 The Allottee/ buyer shall be solely responsible for all deviations, violations of any of the conditions or rules or bye laws of local, State, Central Govt.

Authorities and shall be responsible for structural, fire and other safety measures at all times after handing over of the Unit to the Allottee by PBMC/ NBCC. The Allottee shall also be solely responsible for any damage to the structure of the space or fixtures, in either the common areas or spaces purchased by others, caused either by itself or its employees, guest or any other person claiming through them.

7.1.4 The Allottee/buyer shall use the commercial space only for the purpose which is permissible by local bodies and shall not use the said Unit for any purpose which may or is likely to because of nuisance or annoyance to neighboring properties or for any illegal or immoral purpose. In any case the Allottee shall be solely responsible for all damages/liabilities that may become payable including penalties from local authorities, if any.

8.0 MAINTENANCE

8.1 Maintenance of the entire complex (common areas/ services) shall remain with PBMC/ NBCC for an initial period of One years. The Unit Buyer shall have to sign the maintenance agreement with PBMC/ NBCC before taking over possession of the space. Maintenance charges shall be applicable from the date of offer for taking over of possession.

8.2 Maintenance charges for one years shall have to be paid in advance along with the balance dues be for taking over possession of the office space. Thereafter the maintenance charges shall be payable in advance on quarterly basis, whether demanded or not. Delay in release of maintenance charges shall attract simple interest for delayed payment at Default Rate.

8.3 Maintenance charges shall be applicable from the date of handing over of physical possession of 20% of super Built-up Area in the commercial complex. Till the handing over of 20% of the super Built Up Area of complex to the respective Allottees/ Buyers, only essential common services shall be made functional in the complex i.e. excluding power back up and Air conditioning etc.

8.4 After handing over of physical possession of 20% of the Super Built Up Area of the commercial complex, the maintenance charges shall be applicable to all the Allottees including those, who may not be using the Unit or have not taken possession of the Unit even after the passage of a period of two months from the date of offer of possession.

8.5 The amount of maintenance charges shall be as per the following table:

S. no	Description	Retail and Office
1.	Maintenance charges w.e.f the date of offer for occupancy	Rs. 7/- per sft of Super Built Up Area

*Taxes as applicable shall be extra.

8.6 The maintenance services include the following:

1. In case of failure of regular power, Power back up facility in all common areas between 9.00 AM to 10.00 PM (13Hrs).
2. Security of common areas.
3. Upkeep of common toilets.
4. Cleaning of common areas.
5. Running and operation of common services as per above timings.
6. Replacement of damaged parts of the common services.
7. Insurance premium for equipment providing common services.
8. CCTV Surveillance etc.
9. Running and operation of DG sets (except fuel charges)
10. Cost of power and water consumed in the common services. 11. Running & operation of STP.

The followings are not included in the maintenance charges; which shall be charged on actual costs incurred (calculated on pro-rata basis):-

- i) Power consumption in Unit.
- ii) Consumable including annual maintenance of DG set.
- iii) Fuel consumed for DG set (based on actual consumption-on prorata basis)
- iv) Additional charges for obtaining additional load from local electric authority, if required.
- v) Cost towards periodic overhauling/ replacement of equipment shall be charged separately/ additionally from the occupants from pro-rata to the area occupied/ purchased.

8.7 The Buyer acknowledges that the maintenance services are limited to the maintenance of inter-alia, various equipment like the lifts, generators, pumps etc. However, being machines, they may break-down from time to time due to any Force Majeure reasons or general wear and tear. In such circumstances, the cost of repairs/ replacement of damages of components or the entire equipment shall be borne proportionately by all the Allottees/buyers.

8.8 The maintenance services are provided in a bundle and charged accordingly.

The Allottee shall have no right to seek concessions on the ground that it does not require certain services or that certain services had to be suspended due to maintenance or any other reason.

8.9 The maintenance services are provided for the common areas and the Allottee acknowledges that it shall remain solely and additionally responsible for the maintenance of the Unit purchased by including the cost of electricity, water etc.

8.10 In the event of any Buyers defaulting in payment of the maintenance charges by over three months, PBMC/ NBCC, at its sole discretion, shall have the right to shut down the electricity connection and/or water connection to the Unit purchased by the defaulting Allottee/ buyer.

8.11 On specific request by any Buyer, DG services and air-conditioning / chilled water can be provided specifically for periods beyond the specified time subject to the payment of additional charges as provided herein under; The additional charges shall be asunder:

Description	Rate (Rupees)
Running of DG	2500/- per hour (Excluding fuel charges)
Running of air- conditioning / chilled water	As agreed mutually between Buyers and Developer.

8.12 IFMS

The Buyers shall also be liable to pay an amount of Rs 25/-per square feet of Super Built Up Area at the time of taking possession towards 'Interest Free Maintenance Security' (IFMS) which shall be separately maintained by PBMC/ NBCC and shall be utilized for the maintenance of the complex. On formation of Society of allottees and while handing over of the maintenance services to such Society, the unspent principal amount, if any shall also be transferred to such Society.

9.0 AGREEMENT FOR SALE

9.1 PBMC through its nominated office/officer will sign the 'Agreement for Sale' in favor of the Allottee/ buyer after payment of 10% of sale consideration value to PBMC/ NBCC and on completion of all other formalities.

9.2 The Allottee/Buyer shall bear all costs, charges and fees towards the

applicable stamp duty, registration charges as well as applicable taxes, cess, surcharges thereto.

- 9.3** The 'Agreement for sale' will be executed in Sri Vijaya Puram and will be subject to exclusive jurisdiction of the Courts at Sri Vijaya Puram.

10.0 SALE DEED

- 10.1** Upon receipt of the completion / occupancy certificate from the concerned authorities and on receipt of all outstanding dues from the allottee including maintenance, security and balance advance if any. PBMC through its nominated office/officer shall execute the Sale Deed in favour of the Allottee and NBCC shall however facilitate the execution.

- 10.2** The Allottee shall bear all costs, charges and fees towards the applicable stamp duty, registration charges as well as applicable taxes, surcharges there to. The Sale Deed shall have to be executed and registered within a period of 3 months from the date of offer of possession to the Allottee/Buyer.

- 10.3** The Sale Deed shall be executed in Sri Vijaya Puram and shall remain subject to the exclusive jurisdiction of the Courts in Sri Vijaya Puram.

11.0 PROPERTY TAX AND OTHER TAXES

- 11.1** The Allottee/ buyer shall be responsible for making payment of property tax and all other applicable taxes directly to concern statutory authority w.e.f. the date of handing over of possession. The allottee/ buyer shall also be responsible for the proportionate share of the any taxes livable on the common area of the complex.

- 11.2** Any amount towards any other applicable tax/surcharge applicable on such payment shall be payable additionally by the Allottee/ buyer at such rates, terms & conditions which may be applicable under law.

12.0 COMPLIANCE WITH STATUTORY REGULATIONS

The Allottee shall comply with all statutory provisions, rules & regulations, bye-laws etc., in all respects, including payment of all fees, taxes in accordance with the provisions of: -

- i) Any Central or State enactment/ notification, ordinance or other Statute, or any regulation or bye law of any local or other duly constituted authority in force from time to time.

13.0 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS

If it is discovered at any point of time that the Allottee/ buyer has purchased the Unit by suppression of any material factor misrepresentation or fraud, PBMC/ NBCC reserves the right, at its sole discretion, to cancel the allotment and/or revoke the to Sell and the EMD and other amounts paid by the Allottee/ buyer shall be forfeited. PBMC/ NBCC shall also be entitled to take over possession of the Unit from the Allottee/buyer.

In such an event, the Allottee/ buyer will not be entitled to any compensation what so ever, or refund of any EMD or any other amount paid by him and PBMC/ NBCC at its sole discretion shall re-sell / re-allot the Unit.

14.0 HANDING OVER:

14.1 The physical possession of the Unit will be handed over to the Allottee/buyer only upon receipt of the necessary statutory clearances and occupation certificate from the concerned authorities (this time is additional to physical completion time as per clause 14.3) and subject to payment of balance sale consideration amount along with all other dues, interest, charges, taxes etc.

14.2 The PBMC/ NBCC, upon completion of the structure but prior to obtaining of the post construction approvals from statutory authorities, may at its sole discretion offer provisional physical possession of the Unit to the Allottee for carrying out interiors etc., subject to the payment of any balance sale consideration amount along with all other dues, interest, charges, taxes etc. The Allottee can however, start functioning from the Unit purchased, only on getting the final possession i.e. with all the statutory post construction approvals from various authorities.

14.3 The physical completion period of the project is **24 months** from the issuance of allotment letter. The Allottee is further made aware that if, the completion of the projects delayed due to force majeure reasons which are unforeseen and beyond the reasonable control of a party (such as acts of god or the public enemy, expropriation, compliance with any order or request of Government or judicial authorities(not occasioned due to breach of NBCC / PBMC), acts of war, rebellions, sabotage, fire, floods, illegal strikes, or riots etc.),then the PBMC/ NBCC shall be entitled to a proportionate extension of time.

14.4 In case of delay in completion of the building beyond the stipulated period and subject to any extension of time, which PBMC/ NBCC may be entitled to, the Allottee shall be entitled to a simple interest as per default rate described in clause1.3.on the amount paid to PBMC/ NBCC, for the period of the delay,

from the specified date of completion of the complex and handover of possession of Unit up to the date of handing over of possession and/or such other remedy and relief as prescribed under the Real Estate (Regulation and Development Act, 2016). PBMC/ NBCC shall, however, not be held liable for the delay on part of the concerned authorities in granting the necessary permissions and occupation certificate (not occasioned due to any breach or deficiency on the part of NBCC / PBMC).

14.5 The adjustment of such compensation shall be done only at the time of offer of possession to the Allottee/Buyer.

15.0 HOLDING CHARGES

The possession of the Unit allotted shall have to be taken over by the Allottee / buyer by the due date intimated in the "offer of possession", failing which "Holding Charges" @Rs. 2.00 per sft per month shall be charged for the entire period of delay besides payment of maintenance charges along with interest at Default Rate for delayed payment.

16.0 TERMINATION / CANCELLATION OF BOOKING / ALLOTMENT

The proposed project is a PBMC's development project. As such sudden cancellation of booking/allotment may threaten the project in its entirety. Therefore, upon such termination / cancellation of allotment, the amount paid by the Allottee shall be refunded without any interest and after deduction of the forfeiture / cancellation amounts as mentioned below:

i)	Termination / cancellation of booking due to Non-payment of 10% within 15 days of closing of e-auction	Entire EMD shall be forfeited
ii)	Withdrawal / Termination / cancellation of allotment after payment of 10%	10% of the final / successful bid price shall be forfeited + taxes as applicable if any
iii)	Withdrawal / Termination / cancellation of allotment after payment of more than 10%.	10% of the total sale Consideration amount shall be forfeited + taxes + interest as applicable if any as per Sale Agreement.

The refund to the Allottee/ buyer, after deductions as provided for, shall be made within 60 days from the date of withdrawal /cancellation by sending a cheque/DD / RTGS in the name of Allottee / buyer at the registered postal address only. It is

further clarified that no claims for any damages shall be tenable in the event of cancellation of the allotment and PBMC/ NBCC shall proceed with resale of Unit at its sole discretion.

17.0 TRANSFER OF PROPERTY RIGHTS AND PAYMENT TERMS:

- 17.1 The sale (freehold basis) of the Unit in the project to the unit buyer (or bidder in case of unsold units sold to bidder at time of possession) shall be with the condition that any future increase in FAR and development rights these of shall vest with Sri Vijaya Puram Municipal Council to be used strictly in the manner permitted under applicable laws.
- 17.2 The Bidder can further sale each/BUA (freehold basis) on their rate after payment of 10% security deposit according to rate derive from the offer amount on the basis of rate established in E-Auction. It is understood and agreed that all the agreement/ Sale Deed for all units to be executed by the Sri Vijaya Puram Municipal Council and all the details including the consideration for that unit as agreed between the Bidder and third party to be intimated by the bidder to NBCC/Sri Vijaya Puram Municipal Council in writing.
- 17.3 Till the execution of Sale Deed, on specific request of the Bidder, Sri Vijaya Puram Municipal Council, at its sole discretion, may transfer the allotment of the Unit in favor of such third party, as requested by the Bidder.
- 17.4 The rate of transfer/administration charges shall be applicable only after the approval of Sri Vijaya Puram Municipal Council and it will be decided by Sri Vijaya Puram Municipal Council.
- 17.5 Any such transfer shall also be subject to payment of all outstanding dues, charges, interest and any other amount with the Bidder, as shall be payable to Sri Vijaya Puram Municipal Council.
- 17.6 The Bidder shall indemnify NBCC/Sri Vijaya Puram Municipal Council and keep it indemnified against any claim made by the third party as a result of any court order which may arise from such transfer including expenses borne by NBCC/Sri Vijaya Puram Municipal Council in defending any such claim. But the liability of bidder shall not extend to any issues related to construction.
- 17.7 The Bidder agrees and acknowledges that it shall have no claim against NBCC/Sri Vijaya Puram Municipal Council, in the event of such request for transfer being declined, for any reason, including but not limited to the dubious financial situation of the third party.
- 17.8 The commission/brokerage of the bidder is fixed & inclusive of GST. It will be the rate difference of the price per sqft on which the bidder sold the unit and the price per sqft quoted by them in e-auction.
In case of cancellation of unit & resale of unit, the brokerage against that unit will be paid on quarterly basis in place of monthly.

The bidder will submit the reconciliation on monthly basis for resale of their brokerage along with tax invoice. Payment will be re-saled after acceptance of tax invoice by NBCC/Sri Vijaya Puram Municipal Council and after making deduction of statutory recoveries.

Further, in case where the bulk buyer has deposited the installment amount as per the payment schedule and the corresponding amount has also been received from the ultimate homebuyer then any excess amount according to payment schedule in addition to security Deposit (i.e. 5%) will be re-saled/adjusted as per payment plan. In case where the ultimate buyer has made any excess payment as per payment schedule of bid document then the same will be treated as an advance from the customer till the same becomes due as per the payment schedule and it will not be re-saled to the bulk buyer. This will be done at the time of monthly reconciliation.

Monthly reconciliation will be done and the bidder has to submit tax invoices. The 10 % initially deposited will be treated as security deposit out of which 5 % security deposit will be re-saled after reconciliation and receipt of corresponding amount from customer and the balance 5% security deposit will be re-saled after the possession of all the flats, however the balance 5% of security deposit may be re-saled to the bidder on submission of a Bank Guarantee of equivalent amount valid till the possession of all the flats with a claim period of 1 year beyond the date of possession of all the flats.

At the time of possession unit shall be registered either in the name of Bidder or in the name of third party/customer/buyer and balance unsold inventory (if any) in the name of bidder. No further request will be entered in this regard after offer of possession.

- 17.9 The bidder are not entitled to receive any payment from third party/customer/buyer against the sale of Unit/ space. All payments will be received only in the name/ Bank account number as directed by Sri Vijaya Puram Municipal Council through electronic transfer/ Demand Draft (NRE/NRO Accounts) only and receipts will be issued by Sri Vijaya Puram Municipal Council directly to the customer/ third party/bidder.
- 17.10 The Sri Vijaya Puram Municipal Council will receive the entire sale consideration from the third party/buyer/customer and the details of the same will be provided by the bidder. All the document/agreement will be signed by the Sri Vijaya Puram Municipal Council or authorized person with the buyer as per the detail provided by the bidder or requested by them.
- 17.11 In case of refund cases of buyers , the refund amount shall be deposited by the bidder with Sri Vijaya Puram Municipal Council then the same will be refunded to the home buyer. In case the bidder has not deposited that amount, it will be adjusted from their dues. Further the bidder shall also submit a credit note to reverse the brokerage already charged by them for the cancelled unit. The resale of cancelled units will be then act at par with sale of other sold units

17.12 In case of default by allottee/buyer, the due amount of refund along with interest/ any charges, to be deposited & borne by the bidder. The right to resell the cancelled unit shall be with the bidder only after they have deposited the refund amount of cancelled units with the Sri Vijaya Puram Municipal Council.

18 STRUCTURAL SOUNDNESS

18.1 The quality control of the project has/ is being implemented by NBCC as per approved quality norms and approved plans.

18.2 The Allottee shall however, be solely responsible for ensuring the safety and structural soundness, in the event of any modification/ alteration/ interior works that may be carried out in the Unit purchased by such Allottee/buyer.

19.0 ELECTRICITY CONNECTION & FIXTURES

19.1 The Allottee/ buyer shall be liable for payment of water, electricity connection charges for their own premises and in case bulk connections are delivered by the authorities, in that case the buyers of space shall share cost on pro-rata basis including that of common area services connections.

19.2 The Allottee/ buyer shall bear the cost towards electrical fixtures such as fans, lights etc. in its Unit and the cost of the same is not included in the reserve price of the Unit.

19.3 PBMC/ NBCC will install electrical fixtures in common area as per the requirement as designed and finalized by PBMC/ NBCC. The cost towards such fixtures shall be deemed to be included in the reserve price. The subsequent replacement of fixtures in common areas shall be done by PBMC/ NBCC (in the capacity of entity maintaining the complex) and shall be charges as part of the maintenance charges.

20.0 FINANCIAL TERMS

20.1 If any statutory charges are levied, or if any existing charges are enhanced with retrospective effect after the date of acceptance letter, by concerned local/ central government body towards house tax, property tax or any other taxes, levies or charges, the same shall be borne by Allottee/ buyer. Property tax will be payable by each Allottee/ buyer to the concerned authority.

21. CLARIFICATIONS

The bidder requiring any clarification on the bid document may notify NBCC in

writing at least 7 days prior to the schedule date of submission of offer document. No request for clarification shall be entertained thereafter. NBCC shall try to send the clarifications on the email address of intending bidder. However, if the bidder Participates in the e-auction then it shall be presumed that no query of the bidder remains unanswered, even if no reply has been sent by NBCC.

22.0 VALIDITY

The highest bid or the second highest bid shall be valid for acceptance by PBMC/ NBCC for a period of 120 (One Hundred and Twenty) days from the date of e-auction.

23.0 MISCELLANEOUS CONDITIONS:

- 23.1** The Allottee/ buyer shall maintain at his own cost, the Unit purchased by him, in a state of good condition and repair at all the time and shall abide by all the applicable bye-laws, rules and regulations and shall attend, answer and be responsible for all deviation, violation of any of the conditions or rules or bye-laws.
- 23.2** The Allottee/ buyer shall, at any time before or after execution of the Conveyance Deed, not encroach upon the common areas and shall do no such act as may harm or damage the partition walls, common equipment and/or electrical fixtures, sewers, drains, pipes and appurtenances thereof in good conditions and in particular so as to support, shelter and protect the parts of building other than their premises. The Allottee/ buyer shall make good any damage caused to any common area or common equipment or fixtures caused either by itself or its employees, labour, guests or any other person claiming through it.
- 23.3** The Allottee/ buyer shall not store in the Unit any goods of hazardous, combustible or dangerous nature or are so heavy as to affect the structure of the complex.
- 23.4** In the event of any additional service being provided or any expansion being made for providing additional services, the Allottee/ buyer shall be charged the actual or proportionate cost of such service and/or expansion (as may be applicable).
- 23.5** All or any disputes arising out of and in connection to the present Application Form shall be subjected to the exclusive jurisdiction of the Courts of Sri Vijaya Puram.

Annexure A

List of available commercial built-up space along with Basic Sale Consideration at Reserve Price and EMD.

Ground/ Stilt Floor							
S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-01	181	570.71	37,09,597.32	2		1
2	SHOPS-02	181	568.23	36,93,505.14	2		1
3	SHOPS-03	181	568.34	36,94,204.80	2		1
4	SHOPS-04	166	521.30	33,88,453.38	2		1
5	SHOPS-05	177	553.48	35,97,651.72	2		1
6	SHOPS-06	177	553.48	35,97,651.72	2		1
7	SHOPS-07	165	514.95	33,47,173.44	2		1
8	SHOPS-08	170	530.99	34,51,422.78	2		1
9	SHOPS-09	139	445.95	28,98,691.38	2		1
10	SHOPS-11	222	706.33	45,91,168.92	2		1
11	SHOPS-12	288	907.30	58,97,434.14	2		1
Sub Total (I)		2,047	6,441.07	4,18,66,955	24		11

First Floor							
S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-01	2,129.44	2,915.21	1,89,48,891.78	2		2
2	SHOPS-02	2,662.26	3,674.08	2,38,81,494.78	2		3
3	SHOPS-03	1,618.69	2,264.53	1,47,19,447.08	2		2
4	SHOPS-04	1,341.30	1,847.21	1,20,06,865.26	2		1
5	SHOPS-05	2,171.10	2,989.16	1,94,29,558.20	2		2
6	SHOPS-06	3,670.85	5,037.87	3,27,46,186.98	2		5
	Sub Total (II)	13,593.64	18,728.07	12,17,32,444.08	12		15

Second Floor							
S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-01	2,129.44	2,915.21	1,89,48,891.78	2		2
2	SHOPS-02	2,662.26	3,674.08	2,38,81,494.78	2		3
3	SHOPS-03	1,618.69	2,264.53	1,47,19,447.08	2		2
4	SHOPS-04	1,341.30	1,847.21	1,20,06,865.26	2		1
5	SHOPS-05	2,171.10	2,989.16	1,94,29,558.20	2		2
6	SHOPS-06	3,670.85	5,037.87	3,27,46,186.98	2		5
Sub Total (III)		13,593.64	18,728.07	12,17,32,444.08	12		15

Third Floor							
S. No.	Unit No	Carpet Area (sq.ft.)	Super Built-up Area (sq.ft.)	Reserve Sale Price (Rs.) on Super BUA	EMD (Rs Lakhs)	Designated Covered Car Parking No of Slots / ECS*	
						Open	Covered
1	SHOPS-01	3,157.62	4,330.90	2,81,50,820.10	2		4
2	SHOPS-02	3,978.48	5,420.86	3,52,35,577.26	2		5
3	SHOPS-03	4,313.24	5,884.79	3,82,51,111.86	2		5
Sub Total (IV)		11449.34	15,636.54	10,16,37,509.22	6		14
Grand Total (I+II+III+IV)		40,683.6	59,533.73	38,69,69,352.12	52		55

***Car Parking:**

3. Number of equivalent car spaces (ECS) shall be reserved / allotted at fixed price. One covered/ open ECS for every 1,000/- Sq.ft. (approx.) of Super Built-up Area of the Unit will be allotted @ Rs. 2,00,000/- per ECS for covered car parking and Rs. 2,00,000/-per ECS for open car parking.
4. Extra car parking covered/ open may be allotted on demand of the buyer @ Rs. 2,00,000/-per parking, subject to availability of the parking.

Note:

a. Allotment of Car parking slot may be open or covered and can be anywhere in the complex. The decision of PBMC/NBCC about allotment of parking slots shall be final and binding on the applicant. Parking space may not be continuous.

b. The surplus car parking space (cars/scooters) open or covered, along with other spaces in the complex shall be the sole property of PBMC and PBMC can sell/utilize/allot the same at its discretion at any stage to any of the bidders/allottees in this complex.

##Reserve price: The reserve price of super built-up area is @Rs 6,500/- per sq.ft.

Note:

1. **The maintenance charges and IFMS charges are not included in the Basic Sale price Consideration that shall be extra as mentioned below:**

c) Maintenance Charges @ Rs. 7/- per sft per month will be charged advance for one years.

d) Interest Free Maintenance Security Deposit (IFMS) @ Rs. 25/- per sft.

Conversion factor of 1 Sqm =10.764 Sft. shall be applicable wherever required.

NOTE: -The bidders are required to quote for the bidding rate per sft on Built up area of the Unit in the e-auction equal to or over and above the reserve price against Unit for which the bid is submitted. The bid for e-auction shall start with the reserve price, and the minimum increment shall be Rs. 100/- per sft.

NBCC on behalf of PBMC shall make allotment of the Unit only if the bid price quoted in e-auction is equal to or higher than the reserve price. GST /all other taxes as applicable shall be charged extra.

Payment Plan:

S No	Instalment Description	Amount payable
1.	Along with Application Form	EMD (1% of Basic Value)
2.	Within 15 Days of closing of the e- auction (in case the day of payment happens to be Sunday or bank holiday than it shall be deposited by next day)	5% of the highest bid price X super built-up area, plus applicable taxes
3.	Within 30 Days of closing of the e- auction	5% of the highest bid price X super BUA, less EMD amount, plus applicable taxes
4.	Within 03 months of issuance of allotment letter or Signing of Agreement to Sale or Start of Foundation work of the project whichever is later.	10% of the Basic sale consideration value of space allotted plus applicable taxes
5.	Within 06 months of issuance of allotment letter or Completion of Foundation work of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
6.	Within 09 months of issuance of allotment letter or Completion of Roof slab of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
7.	Within 15 months of issuance of allotment letter or on 80% completion of Finishing and External development work	20% of the Basic sale consideration value of space allotted plus applicable taxes
8.	Within 30 days from Offer to carryout Fitment to the Allottee.	10% of the Basic sale consideration value of space allotted plus applicable taxes
9.	Within 60 days from date of Offer of Physical Possession .	10% of the Basic sale consideration value of space allotted along with IFMS, Maintenance Charges and other allied charges, advances etc. with applicable taxes.

- Basic Sale Consideration shall be cost of super BUA worked out on successful/bid price for the particular unit.
- Construction Status for the payment for particular milestone shall be certified by NBCC.
- The stamp duty, registration charges, GST and any other statutory charges/dues as levied by the Central Government/State Govt./Local Bodies shall be payable additionally solely by the Allottee/buyer.
- All betterment charges or development levies, if any, charged by Govt. or local authorities shall be borne by the Allottee in proportion to the Super Built up Area.
- In case the amount payable at Sl No. 2 of the table above is not paid within the stipulated period then the EMD shall stand forfeited and PBMC/ NBCC shall proceed with further sale of the concerned Unit without any notice to the Bidder. Any delay in payment of sale amount as above shall attract interest to be calculated at the Default Rate.

Authorization & Undertaking

(On Non-Judicial stamp paper of Rs. 100)

We,

(1) _____ (Name of 1st partner),

(2) _____ (Name of 2nd partner),

(3) _____ (Name of 3rd partner) here by authorize

Sh. _____ (Name of lead partner) to act as lead partner to sign the bid offer document, to make payments and conclude the sale on our behalf as per provisions of offer document at _____, Sri Vijaya Puram.

We do ratify & confirm and agree to ratify & confirm that all the acts, deeds things done by M/s_ (Lead Partner) in respect to above offer shall be binding on us. We shall be jointly & severally responsible for fulfilling the offer conditions, addendum(s) etc. It is clearly understood by us that in case of default of any condition by any of us, PBMC/ NBCC at its sole discretion can cancel the booking/allotment and forfeit the application amount and/or any amount deposited by any of us with PBMC/ NBCC. We hereby also confirm that in this eventuality we (individually or collectively) shall have no right or lien on space / property & PBMC/ NBCC at its sole discretion can proceed with the sale of property to any other party.

In witness whereof those present have been signed by us onthe day of2023

1) (1st partner)

2) (2nd partner)

3) (3rd partner)

AGREEMENT FOR SALE
[See rule 9]

This Agreement for sale ("AGREEMENT") entered into at [] on [] BY AND BETWEEN

If the promoter is a company] **M/s. Sri Vijaya Puram Municipal Council, a Civic Body of Andaman Administration** (CIN no.), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be, having its registered office at **Mohan Pura, Sri Vijaya Puram, Andaman and Nicobar Islands 744101** and PAN -, represented by its authorized signatory [**Secretary, SVPMC**] (Aadhar no.:.....) authorized vide board resolution dated [] hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm], [] a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [], (PAN), represented by its authorized Partner [], (Aadhar no.) authorized VIDE [], hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual] Mr. / Ms.[], (Aadhar no.) son /daughter of [], aged about [], residing at [], (PAN), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in- interest and permitted assignees).

AND

[If the Allottee is a company] M/s. [], (CIN no.) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at [], (PAN), represented by its authorized signatory, [], (Aadhar no.) duly authorized VIDE board resolution dated [], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

OR

[If the Allottee is a Partnership] [], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [], (PAN), represented by its authorized partner, [], (Aadhar no.) authorized VIDE [], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed

to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

OR

If the Allottee is an Individual. / Mr./ Ms....., Aadhar no son / daughter of , aged about....., residing at....., PAN....., hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

OR

[If the Allottee is a HINDU UNDIVIDED FAMILY, Mr. [], (Aadhar no.) son of [] aged about [] for self and as the Karta of the Hindu Joint Mitakshara Family known as [] HINDU UNDIVIDED FAMILY, having its place of business / residence at [], (PAN), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HINDU UNDIVIDED FAMILY, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Allottee(s), in case of more than one Allottee]

The Promoter and the Allottee shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

WHEREAS

- A. The Promoter is the absolute and lawful owner of lands admeasuringmore fully described in Schedule A hereunder ("Said Land") VIDE sale deed(s)..... dated registered as documents no.at the office of the DC; and
- B. If the Project is to develop commercial/residential complex, The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a commercial and residential project comprising of("Project"); and
- C. [*If the Project is to develop commercial/residential complex*] The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide.....; and
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Tamil Nādu and
- E. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project; and

- F. *[If the Project is to develop commercial/residential complex]* The Allottee desirous of owning an apartment in the Project has offered to **purchaseof undivided share in the Said Land**, which is more fully described in Schedule B hereunder and engage the Promoter to construct an apartment as per the scheme formulated by the Promoter; and
- G. The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and
- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been completed; and
- I. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows: -

1. The Promoter agree to transfer and convey Schedule B hereunder in favour of the Allottee for a sum of **Rs.** ("Consideration") to be paid by the Allottee as per the schedule of payment mentioned in Schedule C hereunder.
2. *[If any subsisting charge on the Schedule A property]* The Promoter represent that there is an existing charge created over the Schedule A property with the [financial institute/bank] for availing project finance. However, the Promoter shall release the Schedule B property from the charge created and obtain suitable "Release & No objection certificate" from the respective banks/financial institution and hand over the same to the Allottee within [] days from execution of this Agreement.
3. *[Save as mentioned in clause 2 supra]*, the Promoter doth hereby covenant with the Allottee that the property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer Schedule B property.
4. *[If the Project is to develop commercial/residential complex]* The right of the Allottee to purchase the Schedule B property shall be subject to the Allottee engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.
5. *[If the Project is to develop commercial/residential complex]* The Allottee agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule B property.

6. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' property.
7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.
8. That all payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter. Any loan amounts availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.
9. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of []% of Total Price ("Assignment Fee")
10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.
11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.
13. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right,

interest or claim over the Schedule B property. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

14. *[If the Project is to develop commercial/residential complex]* The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.
15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.
16. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
17. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ e-mail/ courier at their respective addresses specified below:
- **Name of Allottee:**
 - **Allottee Address:**
 - **Promoter name: Sri Vijaya Puram Municipal Council**
 - **Promoter Address: Mohan Pura, Sri Vijaya Puram, Andaman and Nicobar Islands-744101**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

18. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
19. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

20. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
21. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement
22. This Agreement may only be amended through written consent of the parties
23. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.
24. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been **executed at Sri Vijaya Puram.**
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties here in above named have set their respective hands and signed this Agreement for sale at Sri Vijaya Puram (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - A

(Description of the Total Land)

Description of the Total Land:

SCHEDULE - B

(Description of undivided share of land /plot hereby agreed to be conveyed to the Allottee)

FLAT NO.:....., Floor, Block No....., PMAY (U) at, Sri Vijaya Puram, A & N Islands. Pin:.....

#

- **Carpet Area:...**Sq. ft.;
- **Undivided/proportionate share in the land:**Sq. ft.

BOUNDARIES OF THE PROPERTY:

NORTH:.....;

SOUTH:

EAST:

WEST:

SCHEDULE "C"

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for delivery of SCHEDULE "B" PROPERTY:

S No	Instalment Description	Amount payable
1.	Along with Application Form	EMD (1% of Basic Value)
2.	Within 15 Days of closing of the e- auction (in case the day of payment happens to be Sunday or bank holiday than it shall be deposited by next day)	5% of the highest bid price X super built-up area, plus applicable taxes
3.	Within 30 Days of closing of the e- auction	5% of the highest bid price X super BUA, less EMD amount, plus applicable taxes
4.	Within 03 months of issuance of allotment letter or Signing of Agreement to Sale or Start of Foundation work of the project whichever is later.	10% of the Basic sale consideration value of space allotted plus applicable taxes
5.	Within 06 months of issuance of allotment letter or Completion of Foundation work of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
6.	Within 09 months of issuance of allotment letter or Completion of Roof slab of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
7.	Within 15 months of issuance of allotment letter or on 80% completion of Finishing and External development work	20% of the Basic sale consideration value of space allotted plus applicable taxes
8.	Within 30 days from Offer to carryout Fitment to the Allottee.	10% of the Basic sale consideration value of space allotted plus applicable taxes
9.	Within 60 days from date of Offer of Physical Possession .	10% of the Basic sale consideration value of space allotted along with IFMS, Maintenance Charges and other allied charges, advances etc. with applicable taxes.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES
ON THIS AGREEMENT ON [] DAY OF []

Allottee:

Promoter:

Sri Vijaya Puram Municipal Council

WITNESSES:

1.

2.

CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT ("AGREEMENT") ENTERED INTO AT [.....]
ON [.....] BY AND BETWEEN**

If the promoter is a Company **Sri Vijaya Puram Municipal Council, Civic body of Andaman & Nicobar Administration** (CIN no.), incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **Mohan Pura, Sri Vijaya Puram, Andaman and Nicobar Islands - 744101** (PAN:), represented by its authorized signatory [**Secretary, PBMC**] (Aadhar no.:) authorized VIDE board resolution dated [.....] hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm], [] a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [], (PAN), represented by its authorized Partner [], (Aadhar no.) authorized VIDE [], hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual] Mr. / Ms. [], (Aadhar no.) son / daughter of [], aged about [], residing at [], (PAN), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[If the Allottee is a company] M/s. [], (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [], (PAN), represented by its authorized signatory, [], (Aadhar no.) duly authorized VIDE board resolution dated [], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership] [], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [], (PAN), represented by its authorized partner, [], (Aadhar no.) authorized VIDE [], hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual] Mr. / Ms. [], (Aadhar no.) son / daughter of [], aged about [], residing at [], (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context

or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HINDU UNDIVIDED FAMILY\Mr. [], (Aadhar no.) son of [] aged about [] for self and as the Karta of the Hindu Joint Mitakshara Family known as [] HINDU UNDIVIDED FAMILY, having its place of business / residence at [], (PAN), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HINDU UNDIVIDED FAMILY, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Allottee(s), in case of more than one Allottee]

The Promoter and the Allottee shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

WHEREAS

- A.** The Promoter is the absolute and lawful owner of lands admeasuring more fully described in Schedule A hereunder ("Said Land") VIDE sale deed(s)..... dated registered as documents no....., at the office of the DC; and
- B.** The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a
- C.** The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide; and
- D.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Tamil Nādu **and**
- E.** The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;
- F.** The Allottee desirous of owning an apartment in the Project has entered into an Agreement for Sale with the Owner for purchase of [.....**Sq. ft...**] of undivided share of land in the Said Land, which is morefully described in Schedule B hereunder and secured the right to appoint Promoter to construct an apartment as per the scheme formulated by the Promoter;
- G.** The Allottee has now applied for construction of an apartment in the Project vide application no.[.....] dated [.....] to the Promoter and the Promoter has agreed to construct and allot apartment no.[.....] having carpet area of [..... **square feet**], type [.....], on [.....] floor in [tower/block/building] along with [Nil] reserved car parking No. [Nil] and proportionate share in the common area as, morefully described in Schedule B hereunder ("Apartment") to the Allottee.

- H. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- I. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:

1. ALLOTMENT

The Promoter hereby agrees to construct, allot and deliver the Apartment, as per the specifications mentioned in the Annexure hereunder, to the Allottee at the cost of the Allottee.

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

A. The Construction Cost for the Apartment (Excl. Land Cost) based on the carpet area is **Rs. Lakhs (Rupees only).**

(Give break up and description):

- Block/ Building/ Tower no.: _____
- Apartment no.: _____
- Type: _____
- Floor: _____
- Rate of Apartment per square feet*: _____
- Total price (in rupees): **Rs. Lakhs (Rupeesonly) _**

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

- Garage/ Covered parking – 1 –; Price for 1 -
- Garage/ Covered parking – 2 –; Price for 2 -
- **Total price (in rupees): NIL**

The Construction Cost above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;

1. The Construction Cost above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment:
2. Provided that in case there is any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change / modification.
3. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (1) above and the Allottee shall make payment within (60) days from the date of such written intimation.
4. The Construction Cost is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time.

5. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.
6. The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan"). The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust this payment in any manner.
- ❖ In case maintenance of the project is done by the promoter after hand over, promoter shall be entitled to collect advance maintenance charges as mutually agreed with the Allottee/s
7. A sum of Rs. _____/- (Rupees [...] only) towards corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of handing over possession of the SCHEDULE "C" PROPERTY. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the Allottee.

3. MODE OF PAYMENT:

- a) The Allottee has paid a sum of **Rs. [...../-] (Rupees Only)**, to the Promoter vide Cheque No. [] dated [] drawn on [] Bank, [] Branch Chennai, as booking amount at the time of allotment of the Apartment;
- b) The Allottee shall pay the balance consideration amount as per the schedule of payments detailed in the SCHEDULE- D hereunder;
- c) The Allottee hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee, the above payments shall be made by the Allottee within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project;
- d) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee and the delayed payment charges will become payable from the due date;
- e) The Allottee shall not delay, withhold or postpone the payments due as mentioned in SCHEDULE-D, on whatever reason and in that event, Allottee shall be responsible for any consequential sufferance or damages and they shall adhere to clause 5(a)(1) mentioned herein.
- f) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The

Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

- a) The Promoter shall endeavor to **complete the construction of the Apartment within [24] months with grace period of [06] months from the date of this Agreement.** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by **the Promoter from the allotment within (120) days from that date of determination of impossibility of performance.** After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement
- b) The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee of the same at the last known address of the Allottee by letter and the Allottee shall take possession of the Apartment within (60) days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee to take over possession of the Apartment.
- c) Upon receiving a written intimation from the Promoter as per clause 4 (b), the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 4(b), such Allottee shall continue to be liable to pay maintenance charges as applicable
- d) The Promoter shall hand over possession of the Apartment to the Allottee as committed subject to receipt of the entire consideration including the other payments as per Schedule D. It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee does not arise until the Promoter receives the entire payment/s as mentioned in Schedule D
- e) The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.

5. BREACH OF TERMS AND ITS REMEDY:

a) ALLOTTEE'S COVENANT:

1. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due **notice of (60) days to the Allottee** is entitled to cancel this Agreement and re-allot the Apartment, to another party and the

Allottee shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from **the Allottee within (120) days of such cancellation without interest**, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.

2. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of [.....]% of Construction Cost ("Assignment Fee").
3. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee shall co-exist or co-terminate.
4. It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter

b) PROMOTER'S COVENANT:

Subject to the Force Majeure clause, the Promoter shall be considered to be on default, in the following events:

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;
3. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the **Rules within (120 days) of receiving the termination notice**, simultaneous to the execution of cancellation agreement and registration thereof, if required

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

- a) The Promoter shall provide essential maintenance services to common areas / amenities / facilities from the date of completion of the Project at reasonable cost, by themselves or through any other agency appointed by the Promoter.
- b) The Parties may mutually agree to execute an independent maintenance agreement at the time of handover of the Apartment with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement ("Maintenance Agreement"). The Promoter shall deduct the monthly maintenance charges from the Maintenance Advance, if any collected.

- c) Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of allottees.
- d) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.
- e) The Allottee along with the other allottees of the Project shall ensure that the owners' welfare association is formed as per the provisions of the Apartment Ownership Act, 1994 ("Owners Association"). The Promoter shall render its co-operation and facilitate in formation of the Owners Association.
- f) The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Advance Maintenance charges and Corpus Fund collected.
- g) Subsequent to the taking over of maintenance by the Owners Association, the Allottee shall continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities including but not limited to Sewerage Treatment Plant/Effluent Treatment Plant, Water Treatment Plant, RO Plats Lifts, Motors, pumps, bio metric systems, dish antennas, net work cablings etc., etc., within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.
- h) It is specifically agreed by the Allottee that the Allottee shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

7. SANCTIONS AND APPROVALS:

- (a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Chennai Metropolitan Development Authority, Electricity Board, Municipal Corporation and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals
- (b) The Promoter hereby covenants that the Project shall be constructed as per the approved building plan.
- (c) The Allottee is aware that the present plans sanctioned by the competent authority is valid for specific term, the promoter shall be responsible to get the approvals duly renewed, the Allottee hereby give their specific consent and empower the promoter to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

8. DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee, any product that has been installed by the Promoter brought to the notice **of the Promoter within 01 years from the date of intimating the readiness to handover of the Apartment/ Building** and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be

covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

9. LOANS AND FINANCIAL ASSISTANCES:

- (a) The original Sale Deed relating to the SCHEDULE "B" PROPERTY will be under the custody of the Promoter till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter. However, if the Allottee prefers/s to avail loan, the original Sale Deed in respect of SCHEDULE "B" PROPERTY will be released directly to the mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the SCHEDULE "A" PROPERTY to the Allottee. In the event of foreclosure of the loan by the Allottee prior to handing over the SCHEDULE "C" PROPERTY by the Promoter to the Allottee, the Allottee shall hand over the original Sale Deed to the Promoter and the Promoter will have the custody of the documents till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee to the Promoter
- (b) All the payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter;
- (c) All the loan amount/s, availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee;
- (d) Notwithstanding whether the loan is obtained or not, the Allottee shall still be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

10. RIGHTS AND DUTIES OF THE ALLOTTEE:

- (a) While the Allottee would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee's right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other apartments in the Project, who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the Allottee as per the articles / regulations / bye-laws of the Association to be formed by all the apartment owners in the Project;
- (b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Said Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;
- (c) The Allottee shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;
- (d) The Allottee covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;
- (e) The Allottee or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the SCHEDULE "A" PROPERTY, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other apartments or

their successors in title and further shall not do or commit any activity which is unlawful and anti—social;

- (f) The Allottee shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities like STP, RO, Genset, firefighting equipment's, elevator, piped gas, Rain water harvesting etc either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.
- (g) The Allottee shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders;
- (h) The Allottee agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc;
- (i) The Allottee shall not encroach upon the common areas;
- (j) The Allottee shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;
- (k) The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;
- (l) The Allottee shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted
- (m) The Allottee shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;
- (n) The Allottee shall not cause any nuisance to the other occupants of proposed apartments in the Project;
- (o) The Allottee shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;
- (p) The Allottee shall give all necessary support, assistance to the other apartment owners /Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartments in the Project;
- (q) The Allottee shall park their cars / vehicles only at the specific car parking space allotted to the Allottee and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;

11. RIGHTS AND DUTIES OF THE PROMOTER:

- (a) The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub —contractors, engineers and supervisors at their choice and to take steps to complete the SCHEDULE "C" PROPERTY within the time stipulated for completion of the same;
- (b) The Promoter shall be responsible and liable to pay the land tax in respect of the Said Land up to the date of execution and registration of Sale Deed in respect of SCHEDULE "B" PROPERTY or delivery of possession of the SCHEDULE "C" PROPERTY to the Allottee, whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the SCHEDULE "B & C" PROPERTY;

- (c) The Promoter will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the Allottee;

12. NAME OF THE PROJECT:

The Project to be developed by the Promoter in the SCHEDULE "A" PROPERTY is named as [PMAY Project -], which shall not be changed / altered by the Allottee at any point of time. The Promoter is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Promoter or their group companies, upon the Project in such location and in the style and format of the Promoter's choice. The Promoter shall have exclusive proprietary and other rights, title and interest on such name.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

16. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

17. APARTMENT OWNERSHIP ACT

The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

18. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

19. RIGHT TO AMEND

This Agreement may only be amended through written consent of the parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON Allottee / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE

- a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- b) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Sri Vijaya Puram.**

26. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ e-mail/ courier at their respective addresses specified below:

Name of Allottee:

Allottee Address:

Promoter name: **M/s Sri Vijaya Puram Municipal Council**

Promoter Address: **Mohan Pura, Sri Vijaya Puram, Andaman and Nicobar Islands 744101**

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

27. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

28. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

29. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

30. TERRACE RIGHTS

30.1 The buyer acknowledges that even after the execution of the conveyance deed in favor of all buyers, PBMC will continue to have exclusive rights to the terrace and carry out development on the terrace including inter- alia the right to make additions, raise additional floors, and build additional structures, subject to the applicable laws. Any development on the terrace done by PBMC shall be the sole property of PBMC which shall be entitled to dispose it and or utilize it without any interference from the allottees.

30.2 The Buyer acknowledges and consents to NBCC's right on behalf of PBMC to connect the electric, water, sanitary and drainage sources to the development on the terrace. However, such connections shall be made at the sole cost of PBMC/ NBCC and with minimal inconvenience to the Buyer(s) but at its own cost.

30.3 Any consequent cost incurred for additional services, enhancement in statutory charges/levies due to such additions/raising of stories etc. shall however be borne by NBCC/PBMC.

30.4 The Buyer also acknowledges that it shall not entitle to raise any objection and/or claim any reduction in agreed consideration / sale price of the Unit to be sold, on account of any inconvenience or any other ground whatsoever.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at **Sri Vijaya Puram** (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - A
(Description of the Total Land)

Description of the Total Land: at, Sri Vijaya Puram, Andaman & Nicobar Islands being bounded on the
North By [.....]
South By [.....]
East By [.....]
West By [.....]

SCHEDULE - B
(Description of undivided share of land hereby agreed to be conveyed to the Allottee)

[.....] square feet undivided share of land in the SCHEDULE "A" PROPERTY"

SCHEDULE "C"
(Description of Apartment)

"Apartment Bearing No. [.....], having carpet area of [.....] square feet, in the [.....] Floor of Block No. [.....] in Tower No.[.....], in the residential apartment complex known as **PMAY Project -**

SCHEDULE "D"
(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for construction and delivery of the SCHEDULE "C" PROPERTY:

S No	Instalment Description	Amount payable
1.	Along with Application Form	EMD (1% of Basic Value)
2.	Within 15 Days of closing of the e- auction (in case the day of payment happens to	5% of the highest bid price X super built-up area, plus applicable taxes

	be Sunday or bank holiday than it shall be deposited by next day)	
3.	Within 30 Days of closing of the e- auction	5% of the highest bid price X super BUA, less EMD amount, plus applicable taxes
4.	Within 03 months of issuance of allotment letter or Signing of Agreement to Sale or Start of Foundation work of the project whichever is later.	10% of the Basic sale consideration value of space allotted plus applicable taxes
5.	Within 06 months of issuance of allotment letter or Completion of Foundation work of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
6.	Within 09 months of issuance of allotment letter or Completion of Roof slab of the project whichever is later.	20% of the Basic sale consideration value of space allotted plus applicable taxes
7.	Within 15 months of issuance of allotment letter or on 80% completion of Finishing and External development work	20% of the Basic sale consideration value of space allotted plus applicable taxes
8.	Within 30 days from Offer to carryout Fitment to the Allottee.	10% of the Basic sale consideration value of space allotted plus applicable taxes
9.	Within 60 days from date of Offer of Physical Possession.	10% of the Basic sale consideration value of space allotted along with IFMS, Maintenance Charges and other allied charges, advances etc. with applicable taxes.

ANNEXURE - I (Features of the Building)

Finishing Schedule:

The Unit shall be provided as bare-shell as specified below:

- All outer walls are combination of masonry/block work and insulated double glass façade as per design.
- All the external finishing will be combination of GRC Jali/structural glazing/textured finish, as per the architectural requirement.
- All electrical systems including sub-station, LT, HT, floor panels, DBs, MCBs, and MCCBs, cabling (up to DB only) will be provided.
- All piping network for water supply, sewage/ liquid waste collection will be laid.
- All walls (inside of outer walls) including internal walls will be finished with plaster.
- Lift Lobbies will be provided with Vitrified flooring & walls with low VOC acrylic washable distemper/paint finish as per architectural design.

- Stair cases and stair case lobbies will be provided with Vitrified finish. Fire stair cases and fire stair case lobbies will be finished with Vitrified tile/ Kota stone.
- All public toilets will be completed with vitrified tile flooring and cladding with all fittings & fixtures complete.
- All common corridors will be provided with vitrified tile flooring.
- All corridor walls will be finished with plaster and acrylic washable distemper/ paint.
- All railings will be stainless steel railings/ glass panel railings as per design. MS railings will be used for fire staircases.
- All common areas including basement/ Stilt, external pathways, landscaping, horticulture works, etc., will be provided with broom finish concrete flooring.
- The allottees are required to do the flooring, electrical wiring, fittings and fixtures, frame/door shutters, low end HVAC system like ducting, grills/diffusers including their connections, etc., within their shops/ commercial units. However, the fire doors, fire alarm & fire fighting for bare shell will be provided by the developer.
- Sub-divisibility of shops is only to the extent that external fascia or glazing of the buildings is not modified or altered in any manner whatsoever.
- Entrance face to the shops needs to be submitted by the owner prior to use. For security reasons, shops will open either to the outside or to the inside-to prevent any trespassing by outsider in to the building without passing security.
- Inside firefighting/ fire alarm to be done by the allottees in conformance with the approved drawings and norms.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES
ON THIS CONSTRUCTION AGREEMENT ON _____ DAY
OF _____

Allottee

Promoter

Secretary
Sri Vijaya Puram Municipal Council

WITNESSES:

1.

2.