



# Southern Builder

Bulletin of Builders Association of India - Southern Centre



For Private Circulation only

January 2017



அகில இந்திய முன்னாள் தலைவர் திரு. M. கார்த்திகேயன்  
அவர்களுக்கு தென்னக மய்யத்தின் அஞ்சலி.



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# ஆசிரியர் மடல்



வணக்கம் !

நமது அகில இந்திய முன்னாள் தலைவர் மரியாதைக்குரிய அய்யா M. கார்த்திகேயன் அவர்கள் 02.01.2017 அன்று இயற்கை எய்தினார்.

திரு.M.கார்த்திகேயன், B.E. MBA,FIE, FIV அவர்கள் ஆரம்பத்தில் தமிழக அரசின் நெடுஞ்சாலைத்துறையில் இளநிலை பொறியாளராக பணியாற்றியவர் பின் Class I ஒப்பந்ததாரராக தொழில் புரிந்தார்.

தென்னக மய்யத்தில் 1962ம் ஆண்டு உறுப்பினராகி 1984-85ம் ஆண்டு தென்னக மய்யத்தலைவராக பணியாற்றி பின் 1992-94ம் ஆண்டுகளில் அகில இந்திய தலைவராக செயலாற்றினார்.

அவர் Sales Tax Committee (1984-89) உறுப்பினராக இருந்த காலத்தில் அரசு ஒப்பந்ததாரர்களுக்கு விற்பனை வரி சிறப்பு விலக்கு பெற்றுத் தந்தார். EPF Committee (1994-96) மற்றும் Standard Contract Document Committee (2013-15) தலைவராக பணியாற்றி மத்திய பொதுப்பணித்துறை (CPWD) யின் ஒப்பந்த விதிகளை தற்கால நிலவரத்திற்கு மாற்றியமைக்க செய்தார். அதற்கான சிறந்த Committee Chairman விருது துபாயில் நடைபெற்ற அகில இந்திய மாநாட்டில் அவருக்கு வழங்கப்பட்டது. 2016-19ம் ஆண்டிற்கான அகில இந்திய காப்பாளராக (Managing Trustee) செயலாற்றி வந்தார்.

1962ல் கட்டுநர் சங்க உறுப்பினரானவர் 2017 வரை தொடர்ந்து 55 ஆண்டுகள் கட்டுநர் சங்கத்திற்கு நீண்ட கால சேவை புரிந்தவர் இவர் ஒருவரே.

அகில இந்திய முன்னாள் தலைவர் திரு. பீஷ்மா R. இராதாகிருட்டிணன் அவர்களுடன் இணைந்து நாற்பது ஆண்டு காலமாக இருவரும் அகில இந்திய அளவில் கட்டுநர் சங்க நலனுக்கு பெரிதும் சேவை புரிந்திருக்கின்றனர்.

திரு. கார்த்திகேயன் தலைவராக இருந்த காலக் கட்டத்தில் கட்டுநர்களுக்கான தினம் கொண்டாடப்பட வேண்டும் என்கிற இவரது முடிவின்படி இன்று வரை அகில இந்திய அளவில் ஒவ்வொரு வருடமும் அக்டோபர் 15 கட்டுநர் தினம் கொண்டாடப்படுகிறது.

கடந்த நவம்பர் 5ந்தேதி சென்னையில் கட்டுநர் சங்க பவளவிழா நிறைவு விழா நடைபெற்ற போது அதில் முழு ஈடுபாட்டுடன் செயல்பட்டார். பீஷ்மா திரு. இராதாகிருட்டிணன் அவர்களுக்கு, அன்னாரது சேவையை பாராட்டி சேவா ரத்னா விருது வழங்க வேண்டும் என்று முடிவு செய்து விருது குழுவின் தலைவராக இருந்து தன்கையால் அவருக்கு விருது வழங்க வேண்டும் என்று விரும்பி அதன்படியே திரு. பீஷ்மா இராதாகிருட்டிணன் அவர்களுக்கு சேவா ரத்னா விருது தங்க சங்கிலியில் அணிவித்தார்.

கட்டுநர் சங்க உறுப்பினர்களிடம் மிகுந்த அன்பும் கருணையும் கொண்டு பழகியவர். நாங்கள் அவரை மரியாதையாக பேராசிரியர் என்று அழைப்போம். ஒரு நல்ல மனிதராக, மனித நேயம் மிக்கவராக, கட்டுநர் சங்க தலைவராக வாழ்ந்து காட்டிய மாமனிதரை இழந்து வாடும் அவரது குடும்பத்தினருக்கு எங்களது வருத்தத்தையும் ஆழ்ந்த இரங்கலையும் தெரிவித்துக் கொள்கிறோம். அவரது மறைவு கட்டுநர் சங்கத்திற்கு மிகப் பெரிய இழப்பாகும். அன்னாரின் கட்டுநர் சங்க பணிகளை தொடர்ந்து பின்பற்றி அவரது லட்சியங்களை நிறைவேற்ற பாடுவோம்.

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- திருக்குறள்

அன்புடன்  
மு. மோகன்





# மய்யத் தலைவர் மடல்



அன்பான உறுப்பினர் நண்பர்களே ! வணக்கம்,

நம்முடைய அகில இந்திய முன்னாள் தலைவரும் இன்றைய அகில இந்திய டிரஸ்டியாகவும் இருந்த நம்முடைய அய்யா M. கார்த்திகேயன் அவர்கள் திடீரென உடல் நலம் குன்றி 02/01/2017 இரவு மரணமடைந்தது கேள்விப்பட்டு நாம் அனைவரும் பேரதிர்ச்சியுற்றோம். அன்னாரின் மறைவு நம்முடைய கட்டுநர் சமுதாயம் முழுவதற்கும் மாபெரும் இழப்பாகும். அய்யா அவர்களின் இறுதி சடங்கில் இந்தியா முழுவதிலும் இருந்து வந்து கலந்து கொண்ட அனைத்து நல்ல உள்ளங்களுக்கும் இந்த நேரத்தில் தென்னக மய்யம் சார்பாக எங்களுடைய வணக்கங்களையும், நன்றியையும் தெரிவித்துக் கொள்கிறோம். மேலும் அன்னாரின் மறைவையொட்டி நம்முடைய தென்னக மய்யம் சார்பாக இரங்கல் கூட்டம் நடத்தப்பட்டு அன்னாரின் திரு உருவப்படம் திறந்து வைக்கப்பட்டது.

2017-18 ம் ஆண்டுக்கு மறுபடியும் தென்னக மய்யத்தின் தலைவராக என்னையும் என்னுடன் சேர்ந்து நிர்வாகிகள் மற்றும் பொதுக்குழு, செயற்குழு உறுப்பினர்களையும் உங்களின் ஏகோபித்த மன நிறைவோடு ஓட்டளித்து தேர்ந்தெடுத்ததற்கு எங்களின் அனைவரின் சார்பாக உங்களுக்கு நன்றிகளை தெரிவித்துக் கொள்கிறேன். தென்னக மய்ய 2017-18ம் ஆண்டின் தேர்தலை தேர்தல் அதிகாரிகளாக இருந்து மிகச் சிறப்பாக நேர்மை தவறாமல் நடத்திக் கொடுத்த திரு. O.K. செல்வராஜ், உடனடி முன்னாள் மய்யத்தலைவர் மற்றும் திரு. R. சிவக்குமார் அகில இந்திய தென் பிராந்திய செயலாளர் இருவருக்கும் நம் அனைவரின் சார்பாக நன்றிகளையும், வாழ்த்துக்களையும் தெரிவித்துக் கொள்கிறேன்.

கடந்த 08.01.2017 அன்று நம்முடைய அகில இந்திய மேலாண்மைக்குழு உறுப்பினரும் Ruby Builders நிறுவனத் தலைவருமான திரு. R. மனோகரன் அவர்களின் அடுக்கு மாடி பணியிடமான Ruby land Mark-ல் நம்முடைய தென்னக மய்யத்தால் நடத்தப்படும் மாதாந்திர மருத்துவ முகாம் ஏற்பாடு செய்யப்பட்டது. மிகப் பிரம்மாண்டமான ஏற்பாடுகளை செய்து 600க்கும் மேற்பட்ட தொழிலாளர்கள் மற்றும் அலுவலக ஊழியர்களுக்கு மருத்துவ பரிசோதனைகள் செய்யப்பட்டு அனைவருக்கும் அறுசுவை உணவும் படைத்து மேலும் மருத்துவ முகாமில் பங்கேற்ற மருத்துவர்கள் மற்றும் செவிலியர்கள் அனைவருக்கும் பரிசுப் பொருட்களையும் கொடுத்து கவுரவப்படுத்திய விதத்தை இங்கு பாராட்டியே ஆக வேண்டும். இந்த மருத்துவ முகாமை காலையில் நம்முடைய பீஷ்மர் அண்ணன் R. இராதாகிருட்டிணன் அவர்கள் பொற்கரங்களால் துவக்கி வைக்க தொடர்ந்து மாலை 4 மணி வரை நடைபெற்றது. இதற்கான அனைத்து ஏற்பாடுகளையும் முன்னின்று செய்த நம்முடைய கமிட்டித்தலைவரான திரு. N.G. லோகநாதன் மற்றும் துணைத்தலைவர் திரு. தாஜுதீன் இருவரையும் பாராட்ட கடமைப்பட்டுள்ளேன்.

22.01.2017 அன்று தென்னக மய்யத்தின் சார்பில் மெரினாவில் ஜல்லிக்கட்டுக்கான அறப்போரில் கலந்து கொண்டு அனைவருக்கும் பிஸ்கட் மற்றும் குடிநீர் வழங்கப்பட்டது. அங்கு கூட்டத்தில் நமது பீஷ்மா R. இராதாகிருட்டிணன் அவர்கள் எழுச்சி உரை ஆற்றினார்.

நன்றி

அன்புடன்

K. வெங்கடேசன்.



# TAX CORNER

**S.D. Kannan**

Chairman, Taxation Committee

## **BUDGET – 2017 – A QUICK REVIEW:-**

### **(A) RATE OF INCOME TAX FOR F. Y. 2016-17**

#### **(I) INDIVIDUALS / HUF / AOP / BOI**

##### **(i) Tax Calculator (General Category & Women):-**

SLAB	TOTAL INCOME	Rate of Tax	TAX CALCULATOR	COMMENTS
I	Upto Rs.2,50,000/-	0%	NIL	No Change
II	Rs.2,50,001/- to Rs.3,50,000/-	5%	$(\text{Total Income} - 2,50,000) \times 5\% - 2500$	1. Tax Rate Reduced from 10% to 5% 2. Rebate u/s 87A reduced from 5000/- to 2500/-
III	Rs.3,50,001/- to Rs.5,00,000/-	5%	$5,000 + (\text{Total Income} - 3,50,000) \times 5\%$	Rebate u/s 87A not available
IV	Rs.5,00,001/- to Rs.10,00,000/-	20%	$12500 + (\text{T.I.} - 5,00,000) \times 20\%$	A reduction of Rs. 12500/- in the Tax Liability
V	Above Rs. 10,00,000/-	30%	$112500 + (\text{T.I.} - 10,00,000) \times 30\%$	A reduction of Rs. 12500/- in the Tax Liability

##### **(ii) Tax Calculator (Senior Citizen – Age 60 Years):-**

SLAB	TOTAL INCOME	Rate of Tax	TAX CALCULATOR	COMMENTS
I	Upto Rs.3,00,000/-	0%	NIL	No Change
II	Rs.3,00,001/- to Rs.3,50,000/-	5%	NIL	Tax adjusted against the Rebate u/s 87A of Rs. 2500/-
III	Rs.3,50,001/- to Rs.5,00,000/-	5%	$12500 + (\text{Total Income} - 3,50,000) \times 5\%$	Rebate u/s 87A not available
IV	Rs.5,00,001/- to Rs.10,00,000/-	20%	$10000 + (\text{T.I.} - 5,00,000) \times 20\%$	A reduction of Rs. 12500/- in the Tax Liability
V	Above Rs. 10,00,000/-	30%	$110000 + (\text{T.I.} - 10,00,000) \times 30\%$	A reduction of Rs. 12500/- in the Tax Liability

##### **(iii) Tax Calculator (Very Senior Citizen – Age 80 Years):-**

SLAB	TOTAL INCOME	Rate of Tax	TAX CALCULATOR	COMMENTS
I	Upto Rs.5,00,000/-	0%	NIL	No Change





II	Rs.5,00,001/- to Rs.10,00,000/-	20%	$(T.I - 5,00,000) * 20\%$	No Change
III	Above Rs. 10,00,000/-	30%	$1,00,000 + (T.I. - 10,00,000) * 30\%$	No Change

**Surcharges** - Total Income upto Rs.50 Lakhs – NIL  
**Total Income > 50 Lakhs < 1 crore – 10% [New]**  
Total Income > 1 Crore – 15% [No Change]

**Education Cess** - 3% of the Income Tax & Surcharge

## (II) PARTNERSHIP FIRMS

### (i) Rate of Income Tax @ 30% of Total Income

**Surcharges** - Total Income @ 30% of Total Income  
**Total Income > 1 Crore – 12%**

**Education Cess** - 3% of the Income Tax & Surcharge

(ii) Remuneration to Partners (if provided in the Partnership Deed) may be paid out of Total Income before computation of Tax, with a maximum ceiling as follows:

On the first Rs. 3,00,000/- of the Book Profits or in case of Loss	Rs. 1,50,000/- or @ 90 % of Book Profits, whichever is Higher
On balance of the Book Profits	On balance of the Book Profits

(iii) Interest on Partners Capital (if provided in the Partnership Deed) is allowed upto a Maximum of 12 % p.a.

## (III) COMPANIES

### (i) Rate of Income Tax:-

Category of Company	Rate of Tax
Domestic Companies with Turnover of upto Rs. 50 Crores during the F. Y. 2015-2016	25%
Start-ups Registered from 01-04-2016 to 31-03-2019 [Section 80 IAC]	0% -For 3 out of 7 years MAT applicable under 115JB]
Other Domestic Companies	30%

### OTHER NON-DOMESTIC COMPANIES

(1) On so much of the total income as consists of,-

(a)	royalties received from Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern after	50%
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	the 31st day of March, 1961 but before the 1st day of April, 1976; or	
(b)	fees for rendering technical services received from Government or an Indian concern in pursuance of an agreement made by it with the Government or the Indian concern after the 29th day of February, 1964 but before the 1st day of April, 1976, and where such agreement has, in either case, been approved by the Central Government	

(2) on the balance, if any, of the total income – **40 %**

#### **Surcharge –**

##### **a. Domestic company**

Total Income upto 1 Crore – NIL

Total Income > 1 Crore and upto 10 Crores – 7 %

Total Income > 10 Crores – 12 %

##### **b. Other Companies**

Total Income upto 1 Crore – NIL

Total Income > 1 Crore and upto 10 Crores – 2 %

Total Income > 10 Crores – 5 %

**Education Cess** – 3% of the Income Tax & Surcharge

**(ii) Minimum Alternate Tax (M.A.T.)** - The rate of MAT payable by a company is **18.50%** u/s 115 JB. a) The period allowed to carry forward the **tax credit under MAT** is further extended to **15 (Fifteen) years**.

#### **(B) RATES OF DEPRECIATION UNDER INCOME TAX ACT**

ASSET	RATE OF DEPRECIATION
Plant & Machinery	15 %
Computers including Software	60 %
Motor Cars	15 %
Furniture & Fixtures	10 %
Building	5 %

#### **(C) LIMIT FOR AUDIT UNDER INCOME TAX ACT**

CATEGORY OF ASSESSEE	LIMIT OF GROSS RECEIPTS/ TOTAL SALES/ TURNOVER
A person carrying on Business	Exceeding <b>Rs. 2 Crore</b> during the year
A person carrying on Profession	Exceeding <b>Rs. 50 Lakhs</b> during the year

#### **(D) PRESUMPTIVE COMPUTATION PROFIT**

##### **i) FOR SMALL BUSINESSES (Section 44 AD)**

Turnover upto Rs. 200 Lakhs Deemed Profit –



a) **6% of Gross Receipts** received by an account payee cheque or account payee bank draft or use of electronic clearing system through a bank account during the previous year or before the due date specified in sub-section (1) of section 139 in respect of that previous year;

b) **8% of Gross Receipts** other than those covered in para (a) above.

**(ii) FOR SMALL PROFESSIONAL (Section 44 ADA)**

Gross Receipt upto Rs. 50 Lakhs Deemed Profit – 50% of Gross Receipts

**NOTES**

1. The Partnership Firms were previously eligible to claim deduction of Partners Remuneration and Interest paid to partners out of the Deemed Profit declared under this section, however w.e.f. A.Y. 2017-18 Proviso to Sub-Section 2 to Section 44 AD has been omitted and hence it is presumed that the Partners Remuneration and Interest have already been deducted before calculating the Deemed Profit.

2. Where an eligible assessee u/s 44 AD, declares profit for any previous year in accordance with the provisions of this section and he declares profit for any of the five assessment years relevant to the previous year succeeding such previous year not in accordance with the provisions of sub-section (1), he shall not be eligible to claim the benefit of the provisions of this section for five assessment years subsequent to the assessment year relevant to the previous year in which the profit has not been declared in accordance with the provisions of sub-section (1). Provision of Audit shall be mandatory in case of income exceeding maximum amount not chargeable to tax.

**BENEFITS**

1. Exemption from the compliance burden of maintaining books of accounts.

2. Exempted from advance tax and allowed to pay their entire tax liability before the due date of filling the return or actual date of filing their return whichever is earlier.

**FOR CLAIMING PROFIT LOWER THAN DEEMED PROFIT**

Audit of the Books of Account are prescribed, for Claiming Profits lower than the presumptive (deemed) profits prescribed under the deeming provisions noted above.

**(E) TAXATION ON CAPITAL GAINS:-**

**TAX ON CAPITAL GAIN (PROFIT) FROM SALE OF EQUITIES (SHARES)**

(i) Short Term Capital Gain on Sale of Equities & EO MFs, : Tax @ 15 %

On a Recognised Stock Exchange in India

(ii) Long Term Capital Gain on Sale of of Equities & EO MFs, : NIL

on a Recognised Stock Exchange in India





**[NOTE – To claim exemption u/s 10 (38) for shares acquired after 01-10- 2004, it will be mandatory that the STT must have been paid at the time of Purchase.]**

(iii) Shares of Unlisted companies if sold after 2 years, shall be treated as Long Term Capital Gain

**(iv) Additional Income Tax @ 10% of Gross Amount of Dividend will be payable by a recipient receiving dividend in excess of Rs. 10 Lakhs during a year.**

#### **(F) RESTRICTION ON CASH TRANSACTION**

In order to promote the digital economy, following restrictions have been imposed on Cash Transactions:-

<b>NATURE OF EXPENDITURE</b>	<b>I. T. SECTION</b>	<b>EXISTING LIMIT</b>	<b>NEW LIMIT</b>	<b>IN CASE OF VIOLATION</b>
CAPITAL – Purchase of Fixed Assets	43	No Limit	10000/- per day per asset	The expenditure shall not be included in the cost of asset. No Depreciation benefit.
REVENUE – Expenditure on Specified Business	35AD	35AD	10000/- per day per asset	No deduction shall be allowed in respect of such expenditure.
REVENUE – General Expenditure	40 A (3)	20000/- per day to a person	10000/- per day to a person	No deduction shall be allowed in respect of such expenditure.
Any Payment received:- (a) in aggregate from a person in a day; (b) in respect of a single transaction; or (c) in respect of transactions relating to one event or occasion from a person,	269ST	No Limit	3,00,000/-	Penalty u/s 271DA equal to the amount of such payment received by a person.

#### **(G) TAX ON DIVIDENDS – ABOVE Rs. 10 LAKHS IN A YEAR:-**

Under the existing provisions of section 115BBDA, income by way of dividend in excess of Rs. 10 lakh is chargeable to **tax at the rate of 10%** on gross basis in case of a resident individual, Hindu undivided family or firm.

With a view to ensure horizontal equity among all categories of tax payers deriving income from dividend, it is proposed to amend section 115BBDA so as to provide that the provisions of said section shall be applicable to all resident assessee except domestic company and certain funds, trusts, institutions, etc.

#### **(F) KEY DEDUCTIONS AND BENEFITS UNDER INCOME TAX FOR INDIVIDUALS**

<b>Section</b>	<b>Nature</b>	<b>Deduction Limit</b>	<b>Comments</b>
24 (b)	Interest on Housing Loan (Self Occupied)	Upto Rs. 2 Lakhs	No Change
80 C	Investments in Life	Upto Rs. 1.50 Lakhs	No Change



	Insurance Premium, PF, PPF, NSC, ULIP, Tax Benefit Mutual Funds, Tution Fees (2 Child), Home Loan Principal Repayment, Notified Bonds, 5 Yr FDs etc		
80 CCD	Investment in Pension Scheme	Upto Rs. 0.50 Lakhs	For individuals other than employee - limit of investment in NPS increased to 20% of GTI
80 D	Mediclaime Insurance	Sr. Citizen : Rs. 30000/- Others : Rs. 25000/-	No Change
		Very Senior Citizen : Rs. 30000/-	Including Premium and Medical Expenditure
80 EE	Continued Deduction from previous year - for Interest on Loan taken for Residential House Property	Rs. 50000/-	Conditions:- 1.First time House Purchase 2.Home Loan sanctioned in 2016-2017 3.House Cost upto Rs. 50 Lakhs or Less 4.Loan Amount upto 35 Lakhs or Less 5. When the deduction is allowed for Interest under this section, deduction shall not be allowed in respect of such interest under any other provision of this act.
80 GG	Rent Paid	Lower of Following: 1. Rs. 5000 p.m. 2. 25% of Total Income; 3. Rent Paid – 10% of Total Income	Lower Limit increased from Rs. 24000/- p.a. to Rs. 60000/- p.a.
80 JJA	Deduction in respect of Employment of new employees	30% of Additional Employee Cost (Conditions of Additional Employee Cost are separately discussed)	Conditions:- 1. Section 44AB should be applicable; 2. Gross Total Income includes Profits & Gains of Business; 3. Accountant Report is submitted in Prescribed Format. No Deduction in Following cases:- 1. The business is formed by splitting up, or the reconstruction, of an existing business; 2. The business is acquired by the assessee by way of transfer from any other person or as a result of any business reorganization;



# RERA

## Hg & UD (UD4(3) Dept.,

Draft rules prepared under section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) by Housing and Urban Development Department, Secretariat, Chennai-9: -

### Rule 9: Agreement for sale and construction agreement.-

(1) For the purpose of sub-section

(2) of section 13 of the Act, the agreement for sale of undivided share of land or plot of land and construction agreement for construction of apartment, as the case may be, shall be in the Form in Annexure "A".

(2) Any application, letter allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale and construction agreement for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or the construction agreement or under the Act or under the rules or the regulations made thereunder.

(3) Project relating to construction of apartment, the promoter may convey the undivided share of land including the proportionate undivided share in the common area directly to the respective allottee; in that case requirement of transfer of common area to association as provided under section 17 of the Act, shall not arise.

(4) Under the agreement for sale or construction agreement, the promoter is permitted to allocate exclusive right of usage of Reserved Car Park to the allottee and such right of exclusive usage shall form an indivisible part of the apartment and shall be transferable along with the apartment.

### ANNEXURE 'A'

#### AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_ day of \_\_\_, 20\_\_\_.

#### By and Between

##### *[If the promoter is a company]*

\_\_\_\_\_(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 \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (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).





**[If the Allottee is a company]**

\_\_\_\_\_, (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 HUF]**

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, 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 HUF, 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 Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.



**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of [S.No./R.S.No./T.S.No.,Block No., Village Name ] [*Please insert land details*] \_\_\_\_\_totally admeasuring \_\_\_\_\_square meters situated at\_\_\_\_\_in Taluk & District\_\_\_\_\_ (**"Said Land"**) *vide* sale deed(s) dated\_\_\_\_\_registered as documents no.\_\_\_\_at the office of the Sub-Registrar copied in volume No. \_\_\_\_\_ at page \_\_\_\_\_;

[OR]

\_\_\_\_\_ ("Owner") is the absolute and lawful owner of [S.No./R.S.No./T.S.No.,Block No., Village Name] [*Please insert land details*] \_\_\_\_\_totally admeasuring \_\_\_\_\_square meters situated at\_\_\_\_\_in Taluk & District\_\_\_\_\_ (**"Said Land"**) *vide* sale deed(s) dated\_\_\_\_\_registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated \_\_\_\_\_ registered as document no.\_\_\_\_\_at the office of the Sub-Registrar copied in volume No. \_\_\_\_\_ at page \_\_\_\_\_;

- B. The Said Land is earmarked for the purpose of building a [commercial/residential/*any other purpose*] project, comprising\_\_\_\_\_multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as ' \_\_\_\_\_ ' (**"Project"**);

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose*] project, comprising\_\_\_\_\_plots and [*insert any other components of the Projects*] and the said project shall be known as ' \_\_\_\_\_ ' (**"Project"**);

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. 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;
- D. The \_\_\_\_\_[Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide Planning Permit No. \_\_\_\_\_ dated \_\_\_\_\_ and Building Licence No. \_\_\_\_\_ dated \_\_\_\_\_;
- E. The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_\_[*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;



- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_
- G. The Allottee had applied for an apartment in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ (“**Building**”) along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a plot in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_\_ having area of \_\_\_\_\_ square feet and plot for garage/closed parking admeasuring \_\_\_\_\_ square feet (if applicable)] in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. \_\_\_\_\_  
\_\_\_\_\_[Please enter any additional disclosures/details]
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in para G;





**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**") (Give break up and description):

Block/Building/Tower no.____Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price 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/Plot];

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be

Cont. On page 21



**Sad Demise**



**M. KARTHIKEYAN.**

**BE, MBA, FIE, FIV**

**DOB: 27.03.1939 - DOD: 02.01.2017**

**All India Past President & Trustee  
Builders' Association of India**

**Passed away on 02-01-2017**

**Funeral starts from his residence**

**No.49, 2<sup>nd</sup> Main Road,  
Gandhi Nagar, Adyar,  
Chennai – 600 020**

**On 05-01-2017 at 8.30am**

**Deeply mourned by:**



**Builders' Association of India  
Southern Centre**

**&**

**Southern Builders Charitable Trust**

**KARTHIKEYAN THATHA**

You lived by the code, you set and inspired  
Your quest for knowledge is something we aspire

You were our leader, you led by example  
Intimidating and majestic, but your loving affection was ample

A father, strict and watchful, but caring a lot  
A grandfather, a friend, life lessons so many taught  
A brother as good as Bharata, a husband to commend

A friend like no other, until the very end

A learner with a thirst, forever unquenched

Your thought beyond your time, will always be entrenched  
Your absence is heartbreaking; things will never be the same  
To know that your comforting voice, will never say our names  
Although in the lighthouse, the lights are out, and all is silent too

You are the light in our lives, which pushes us to do

The impact you have on all of us, you will never know  
But from what you said and what you did, please know that we will grow  
You fought like a valiant soldier, for a few could have come this far  
In the fight of life, you won many battles, but we all lose this war

Trinethra Veeraraghavan.....Grand daughter of  
R.Radhakrishnan.







அகில இந்திய முன்னாள் தலைவர்  
திரு. M. கார்த்திகேயன்  
அவர்களின் இறுதி ஊர்வலத்தில்

10.01.2017 அன்று தென்னக மய்யம் சார்பில் அகில இந்திய முன்னாள் தலைவர்  
திரு. M. கார்த்திகேயன் அவர்களுக்கு நடத்திய இரங்கல் கூட்டம்







## ELECTION - GENERAL BODY MEETING ON 20.01.2017





increased/reduced based on such change / modification;

- (iii) The promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  - (iv) The total price of [Apartment/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) \_\_\_\_\_garage(s)/closed parking(s) as provided in the Agreement.
- 1.3 The Total Price 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. 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 enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C("Payment Plan")**
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @\_\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.





1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with \_\_\_garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with \_\_\_\_\_ [Please insert the name of the concerned competent authority] to be filed in accordance with the \_\_\_\_\_ [Please insert the name of the relevant State act, if any].

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.



- 1.12 The Allottee has paid a sum of Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of '\_\_\_\_\_', payable at\_\_\_\_\_.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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 his payments in any manner.





## 5. TIME IS ESSENCE

- 1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

## 6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [Please insert the relevant State laws] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT/PLOT

- 7.1 **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on \_\_, 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/Plot], 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 45 days from that date. 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.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the





provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within\_\_\_\_\_days of receiving the occupancy certificate\* of the Project.

**7.3 Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**7.4 Possession by the Allottee -** After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee –** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation –** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-** The Promoter hereby represents and warrants to the Allottee as follows:



- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any





legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES.-** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] 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;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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 forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he 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/Plot].

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for \_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.





**10. CONVEYANCE OF THE SAID APARTMENT.-** The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT.-** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

**12. DEFECT LIABILITY.-** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.-** The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. 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/Plot] 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.

**15. 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, fire fighting 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.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.-** The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] 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/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

**18. 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.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.-** After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

**20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE).-** The Promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 (Tamil Nadu Act 9 of 1994) The Promoter showing compliance of various laws/regulations as applicable in

**21. BINDING EFFECT.-** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments





due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. 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.

**23. RIGHT TO AMEND.-** This Agreement may only be amended through written consent of the parties.

**24. 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

**25. 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.

**26. 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.





**27. 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/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**28. 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.

**29. 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 \_\_\_\_\_.

**30. 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 at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_ (Promoter Address)

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.

**31. 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.

**32. 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.



### 33. 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.

*[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 \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

#### SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix  
photograph  
and sign  
across the  
photograph

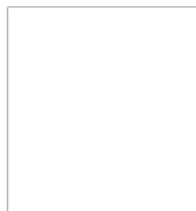
Please affix  
photograph  
and sign  
across the  
photograph

#### SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) \_\_\_\_\_

(Authorized Signatory) WITNESSES:



1. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_
2. Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

Please affix photograph and \_\_\_\_\_ sign  
across the photograph

**SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE**

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# SOUTHERN CENTRE ACTIVITIES



## 07.01.2017: Southern Managing Committee & General Council Meeting

அகில இந்திய துணைத்தலைவர் திரு. Mu. மோகன் அவர்கள் முன்னிலையில் Builder NGV Club, KOramangala, Bangaluru உல் பெங்களுரு மய்யத்தால் Southern Managing Committee & General Council Meeting மிகவும் சிறப்பாக நடைபெற்றது. அகில இந்திய முன்னாள் தலைவர்கள் திரு. A.S. சின்னசாமி ராஜா மற்றும் திரு. R. இராதாகிருட்டிணன் அவர்களும் மற்றும் திரு. B. சீனய்யா ஆகியோர் சிறப்பு விருந்தினர்களாக கலந்து கொண்டு சிறப்பித்தனர். தெலுங்கானா, ஆந்திரா, கர்னாடகா, கேரளா, தமிழ்நாடு, புதுச்சேரி மாநிலங்களிலிருந்து பெரும்பாலான பொதுக்குழு உறுப்பினர்கள் கலந்து கொண்டனர். தென்னக மய்யம் சார்பாக மூத்த தலைவர்கள், அலுவக நிர்வாகிகள், பொதுக்குழு மற்றும் மேலாண்மைக்குழு உறுப்பினர் உள்பட 24 உறுப்பினர்கள் கலந்து கொண்டனர்.

## 08.01.2017: மருத்துவ முகாம்

தொழிலாளர் மருத்துவ முகாம் தென்னக மய்யம் சார்பாக Ruby Builders & Promoters நிறுவனத்துடன் இணைந்து, அவர்களுடைய பணியிடமான Ruby Land Mark, Sriperumbudur Taluk, Kancheepuram Dist-ல் மிகவும் சிறப்பாக நடைபெற்றது. மருத்துவ முகாம் குழுத்தலைவர் திரு. N.G.லோகநாதன் அனைவரையும் வரவேற்றுப் பேசினார். மய்யத்தலைவர் திரு. K. வெங்கடேசன் தென்னக மய்யம் தொடர்ந்து மருத்துவ முகாம்களை நடத்தி தொழிலாளர்கள் நலனில் அக்கறை காட்டி வருகிறது என்று கூறினார். அதை தொழிலாளர்கள் நல்ல முறையில் பயன்படுத்திக் கொள்ளுமாறு கேட்டுக் கொண்டார். அகில இந்திய முன்னாள் தலைவர் திரு. R. இராதாகிருட்டிணன் அவர்கள் மருத்துவ முகாமை துவக்கி வைத்துப் பேசினார்.

Apollo Hospital, Ramachandra Medical Centre, Govt. Eye Hospital ஆகிய மருத்துவ மனையிலிருந்து மருத்துவர் அடங்கிய குழு 500க்கும் மேற்பட்ட தொழிலாளர்களுக்கு மருத்துவ பரிசோதனை செய்யப்பட்டது. மற்றும் இலவச மருந்துகளும்

வழங்கப்பட்டது. தென்னக மய்யம் சார்பாக Apollo Hospitals, Ramachandra medical Centre மற்றும் Govt. Eye Hospital ஆகிய மருத்துவ மனைகளுக்கு நினைவுப் பரிசு வழங்கி கவுரவிக்கப்பட்டது. மேலும் திரு. R. மனோகரன், நிர்வாக இயக்குநர், Ruby Builders & Promoters அவர்களுக்கு பொன்னாடை அணிவித்து நினைவுப் பரிசு வழங்கி கவுரவிக்கப்பட்டார்.

Ruby Builders & Promoters நிறுவனம் சார்பாக மருத்துவர் குழு மற்றும் தென்னக மய்ய உறுப்பினர்கள் அனைவருக்கும் பரிசுப் பொருள் வழங்கி கவுரவிக்கப்பட்டனர். மேலும் அவர்களுக்கு சிறப்பு பகல் உணவு அளிக்கப்பட்டது. கவுரவ செயலாளர் திரு. S. இராமப்பிரபு அவர்கள் கலந்து கொண்ட அனைவருக்கும் தென்னக மய்யம் சார்பாக நன்றி கூறினார்.

## 10.01.2017: இரங்கல் கூட்டம்

மறைந்த நமது அகில இந்திய முன்னாள் தலைவர் மற்றும் காப்பாளர் திரு. M. கார்த்திகேயன் அவர்கள் மறைவையொட்டி வகையில் இரங்கல் கூட்டம் தென்னக மய்யத்தின் சார்பில் சென்னை அசோகா ஓட்டலில் மாலை 7 மணி அளவில் ஏற்பாடு செய்யப்பட்டது. மய்யத்தலைவர் திரு. K. வெங்கடேசன் இரங்கல் கூட்டத்தில் கலந்து கொள்ள வந்த அனைவரையும் வரவேற்று திரு. கார்த்திகேயன் அவர்களுடன் தனக்கு அதிக காலம் பழக்கம் இல்லையென்றாலும் அவருடன் பழகிய வரை மிகவும் சிறந்தவர். வயதில் அவரைவிட இளையவர்களுக்கும் மரியாதை அளிப்பவர். அவருடைய இழப்பு அவருடைய குடும்பத்தாருக்கும், கட்டுநர் சங்கத்திற்கும் மாபெரும் இழப்பு என்று கூறினார்.

திரு. கார்த்திகேயன் அவர்களின் உருவப்படம் திறக்கப்பட்டு அன்னாரின் குடும்பத்தவரும் அனைத்து உறுப்பினர்களும் மலர் தூவி அஞ்சலி செலுத்தினர். அகில இந்திய முன்னாள் தலைவர் திரு. R. இராதாகிருட்டிணன், முன்னாள் காப்பாளர்கள் திரு. P. கந்தசாமி, திரு. J.R. சேதுராமலிங்கம், டாக்டர் D. துக்காராம், அகில இந்திய துணைத்தலைவர் திரு. Mu. மோகன், மாநிலச் செயலாளர் திரு. S.





அய்யநாதன், மேலாண்மைக்குழு உறுப்பினர் திரு. S. கணபதி, பொதுக்குழு உறுப்பினர் திரு. M.A. ஜேசராஜராஜன் ஆகியோர் திரு. M. கார்த்திகேயன் அவர்கள் கட்டுமான சமுதாயத்திற்கு ஆற்றிய பணிகளையும் அவர் எல்லோரிடம் பழகிய விதம், பல கட்டுநர்களுக்கு வழிகாட்டியாக விளங்கியவர் என்று புகழாரம் சூட்டினார்கள். அவருடைய ஆத்மா சாந்தியடைய இறைவனை வேண்டியும், மற்றும் அவரது குடும்பத்தாருக்கு ஆறுதல் கூறினர்.

#### 18.01.2017: செயற்குழு கூட்டம்

10வது செயற்குழு கூட்டம் நடைபெற்றது காஸ்மோ பாலிடன் கிளப், சென்னை - 2 ல் உயர்திரு. N.G. லோகநாதன், உயர்திரு. M. செந்தில் குமார், உயர்திரு. A. சத்தியநாராயணா, உயர்திரு. R. ரமேஷ் ஆகியோரின் உபசரிப்பில் நடைபெற்றது

#### 20.01.2017: மய்யத் தேர்தல் - 2017-18

அகில இந்திய கட்டுநர் வல்லுநர் சங்கம் தென்னக மய்யத்தேர்தல் 2017-18 ஏறக்குறைய 800க்கும் மேற்பட்ட உறுப்பினர்கள் வாக்குப்பதிவு செய்து ஓட்டல் அசோகா, எழும்பூர், சென்னை - 600 008-ல் மிகவும் அமைதியான முறையில் காலை 10.30 மணி முதல் மாலை 4 மணி வரை நடைபெற்றது. தேர்தலில் Electronic Voting Machine உபயோகப்படுத்தப்பட்டது. திரு. O.K. செல்வராஜ் அவர்கள் தேர்தல் அதிகாரியாக செயல்பட்டார். அவருடன் திரு. R. சிவக்குமார் துணைத் தேர்தல் அதிகாரியாக செயல்பட்டார். சென்னை உயர்நீதி மன்றத்தால் நியமிக்கப்பட்ட திரு. பரந்தாமன் - Advocate Commission மற்றும் திரு. M. திருசங்கு - மாநிலத்தலைவர்- தமிழ்நாடு, புதுச்சேரி மற்றும் அந்தமான் நிக்கோபர் தீவுகள் ஆகியோர் முன்னிலையில் தேர்தல் நடைபெற்றது. திரு. M.R. ரவிக்குமார் - Advocate ஆலோசகராக செயல்பட்டார். Election Computing of India நிறுவன அதிகாரிகள் கலந்து கொண்டு தேர்தல் சிறந்த முறையில் நடைபெற உதவி புரிந்தனர்.

ஒரு மணி நேர இடைவேளைக்குப் பிறகு வேட்பாளர்களால் அங்கீகரிக்கப்பட்ட முகவர்கள் (Agent) சென்னை உயர்நீதிமன்றதால் நியமிக்கப்பட்ட Advocate Commissioner திரு. பரந்தாமன் மற்றும் திரு. M. திருசங்கு - மாநிலத்தலைவர், தமிழ்நாடு, புதுச்சேரி மற்றும் அந்தமான் நிக்கோபர் தீவுகள் ஆகியோர் முன்னிலையில் ஓட்டு எண்ணிக்கை ஆரம்பிக்கப்பட்டு இரவு 7.30 மணி அளவில் திரு. O.K. செல்வராஜ் - தேர்தல் அதிகாரி அவர்கள் தேர்தல் முடிவுகள் அறிவித்தார். இரவு 8.00 மணி அளவில் பொதுக்குழு கூட்டம் ஏற்பாடு செய்யப்பட்டு தேர்தல் முடிவுகள் அதிகாரப்பூர்வமாக அறிவிக்கப்பட்டன அப்போது

தேர்தெடுக்கப்பட்ட செயற்குழு உறுப்பினர்கள் -15, பொதுக்குழு உறுப்பினர்கள் (Patron) -10, மற்றும் பொதுக்குழு உறுப்பினர்கள் (General) -28 ஆகியோரின் பெயர்கள் அறிவிக்கப்பட்டன. ஏற்கனவே அலுவலக நிர்வாகிகள் போட்டியில்லாமல் தேர்தெடுக்கப்பட்டது குறிப்பிடத்தக்கது.

இக்கூட்டத்தில் மய்யத்தலைவர்கள் இத் தேர்தல் சிறந்த முறையில் நடைபெற உதவிய தேர்தல் அதிகாரி திரு. O.K. செல்வராஜ், துணைத் தேர்தல் அதிகாரி திரு. R. சிவக்குமார் Advocate Commissioner திரு. M. பரந்தாமன், மாநிலத்தலைவர் திரு. M. திருசங்கு ECIL நிறுவன அதிகாரிகள் மற்றும் அனைத்து உறுப்பினர்களுக்கும் நன்றி கூறினார். மேலும் அகில இந்திய முன்னாள் தலைவர் திரு. R. இராதாகிருட்டிணன், தேர்தல் அதிகாரியாக செயல்பட்ட திரு. O.K. செல்வராஜ், அகில இந்திய துணைத்தலைவர் திரு. M. மோகன், மாநிலத்தலைவர் திரு. M. திருசங்கு, மாநிலச் செயலாளர் திரு. S. அய்யநாதன் ஆகியோர் தேர்தல் அமைதியாக சிறந்த முறையில் நடைபெற்றதற்காக அனைத்து தரப்பினரையும் நன்றி கூறி பாராட்டிப் பேசினார். கவுரவ செயலாளர் திரு. S. இராமப்பிரபு கூட்டத்தில் கலந்து கொண்ட அனைவருக்கும் நன்றி கூறினார். கூட்டத்தில் கலந்து கொண்ட அனைவருக்கும் இரவு உணவு வழங்கப்பட்டது.

**22.01.2017:** தமிழ் நாட்டில் ஜல்லிக்கட்டு நடத்த உச்ச நீதி மன்றம் விதித்த தடையை நீக்கக் கோரி சென்னை மெரினாக் கடற்கரை மற்றும் தமிழ்நாடு முழுவதும் போராட்டம் ஏறக்குறைய ஒரு வாரம் நடைபெற்றது. தென்னக மய்யம் சார்பாக ஜல்லிக்கட்டு போராட்டத்திற்கு ஆதரவு தெரிவிக்கும் வகையில் பிஸ்கட் பாக்கெட்டுகள் மற்றும் குடிநீர் பாட்டில்கள் போராட்டம் நடக்கும் மெரினாக் கடற்கரை சென்று வழங்கப்பட்டது. இதில் மய்யத்தலைவர் திரு. K. வெங்கடேசன், அலுவலக நிர்வாகிகள் மற்றும் அகில இந்திய முன்னாள் தலைவர் திரு. R. இராதாகிருட்டிணன் மற்றும் செயற்குழு/ பொதுக்குழு உறுப்பினர்கள் கலந்து கொண்டு தங்கள் ஆதரவை தெரிவித்தார்.

#### 26.01.2017: Affiliated Association Family Meet function:

Chennai Suburban Builders Association மற்றும் Flat Promoters Association South சார்பாக சங்கங்களின் வருட நிறைவு விழாவும், கட்டுநர் குடும்ப விழாவும் பழைய மகாபலிபுரம் சாலையில் உள்ள GEM INN RESORT-ல் மிகவும் சிறப்பான முறையில் ஏற்பாடு செய்யப்பட்டது. அதில் தென்னக மய்யம் சார்பாக மய்யத்தலைவர் திரு. K. வெங்கடேசன், மற்றும் மய்யச் செயலாளர் திரு. S. ராமப்பிரபு ஆகியோர் கலந்து கொண்டனர்.



மெரினாவில் நடைபெற்ற ஐல்லிக்ட்டு போராட்டத்தில் 22.01.2017 அன்று  
தென்னக மய்யம் கலந்து கொண்டு ஆதரவு தெரிவித்தது.





08.01.2017 அன்று Ruby Builders நிறுவனத்துடன் BAI  
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