

TANYA HOMES PRIVATE LIMITED

CIN U51909UP2004PTC028236; SUKHDHAM, FLAT NO.- E-2, 7/17 (9-10), TILAK NAGAR, KANPUR.

Ph. No. Email:

Date:

To,
The Emerald Chamber [UPRERA No.]
A project of Tanya Homes Private Limited,
4/285-A, Vishnupuri, Kanpur, Uttar Pradesh

EXPRESSION OF INTEREST FOR FLAT IN “EMERALD CHAMBER”, KANPUR

Dear Sir,

I/We, hereby express my / our interest for a flat in your residential project namely “EMERALD CHAMBER” at 4/2825-A, Vishnupuri, Kanpur and remit herewith a sum of Rs. (Rupees
.....Only) vide Demand Draft/ Cheque No. dated
drawn on, in your favour, being advance for expression of interest for the Flat. My/our particulars are given as under:

1. First Applicant Mr./Mrs./Ms
Son/Wife/Daughter of Mr.
Date of Birth Profession Designation
Company/Firm Name
Nationality
Residential Status : Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐
Residential Address :
Office Address :
Telephone/Mobile & Residence. Office
Fax No. E-Mail ID
Marital Status No. of Children/Dependent
PAN Pass Port No.

Photograph

2. Co-Applicant Mr./Mrs./Ms
Son/Wife/Daughter of Mr.
Date of Birth Profession Designation
Company/Firm Name
Nationality
Residential Status: Resident ☐ Non-Resident ☐ Foreign National of Indian Origin ☐
Residential Address :
Office Address :
Telephone/Mobile & Residence. Office
Fax No. E-Mail ID
Marital Status No. of Children/Dependent
PAN Pass Port No.
Flat No Type Floor Tower Block

Photograph

TERMS AND CONDITIONS

1. The acceptance of this Expression of Interest does not create any liability, whatsoever, including civil or criminal on the part of the Company and does not guarantee the Allotment.
2. All payments shall be made through Cheque/Demand Draft favouring “Tanya Homes A/c Emerald Chamber” and payable at Kanpur.
3. GST and all other present & future applicable taxes, imposed by the Government from time to time, shall be borne by the Applicant /Buyer.
4. The Applicant/ Buyer shall submit ID Proof and Address Proof alongwith this form of Expression of Interest.

.....
(Signature of Applicant)

.....
(Signature of Co-Applicant)

FOR OFFICE USE

Received by..... on

Receipt No..... Accepted ☐ Rejected ☐

Flat No. of BHK in Floor of Tower in Emerald Chamber, Kanpur.

For Tanya Homes Private Limited

(Authorized Signatory)

**TERMS FOR EXPRESSION OF INTEREST FOR THE FLAT IN “EMERALD CHAMBER,
4/285-A, VISHNUPURI, KANPUR**

1. The receipt of “Expression of Interest” form does not guarantee the Allotment of the flat. The Company reserves all the rights to reject the “Expression of Interest” without giving any notice/ assigning any reason thereof.
2. The dimension, size and area of the flat proposed is tentative and final dimensions, size and area will be measured after the flat is constructed and before execution of sale deed and the payment will have to be made accordingly.
3. The buyer shall take direct electricity connections from KESCo for his/her flat/apartment and shall pay electricity bills to the Authorities directly. Electricity bills for common areas and facilities shall be charged separately.
4. The Buyer shall pay/reimburse all the charges payable to various departments for obtaining service connections to the flat like electricity/telephone/water etc. including security deposit for sanction and release of such connections as well as charges pertaining thereto.
5. The Company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the land and construction and the proposed built up area in favour of one or more financial institutions and for such an act the Buyer shall not have any objection.
6. The Buyer on execution of sale deed shall, on such terms and conditions as may be prescribed, automatically becomes the member of the Flat Owners’ Association/Society whenever formed and shall abide by the rules/bye-laws/regulations of the Company/Association/Society and also to obey all decisions of the Company/Association/Society which may be made from time to time. The Model bye- Laws prescribed under **Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, as amended from time to time, shall be applicable.**
7. Interest free Maintenance security deposit @ Rs. per sq. ft. will have to be paid to the Company. Maintenance of the **“Emerald Chamber”** Township may be done by a Professional Maintenance Company to be decided by the Company at its sole discretion. The Buyer/subsequent buyers shall pay proportionate cost and expenses in respect thereof on prorata basis as may be decided by the Company and demanded from time to time.
8. Car Parking will be available per flat on chargeable basis subject to availability. Car Parking will have to be done in the designated parking space only allotted to the Buyer. The allotted parking area shall not be used for any other purposes. The Buyer shall not be entitled to keep anything on the roads in the Complex nor will park any car or any vehicles, except in his designated parking area, on the roads nor shall put any fence, obstacles, blockage to the common areas, roads or footpaths.
9. The lawns/green area/open space or any other common area shall not be used for conducting personal functions such as marriages, parties etc. However, all common meetings, functions of the Company/Association/Society can be held in the said lawns/green areas /open space with prior written permission of the Company/Association/Society on such terms and conditions as may be permitted in accordance with the bye-laws of the Company/Association/Society.
10. The Buyer shall not make any cuttings nor will dig or damage the road without written permission of the Company or Association/Society. The Company or Association/Society in its sole discretion may permit road cuttings if necessary on the condition of deposit of cost for restoring the road to its original condition by the Company or Association/Society.
11. The Company proposes to construct and establish one Club in the “Emerald Chamber” Complex. The Allottee(s)/Vendee(s) along with all other persons duly nominated by the Promoters/ Company shall compulsorily become the member of the Club on execution of the Sale Deed. The Allottee(s)/Vendee(s) shall be entitled to use the Club facilities existing in the Project on execution of the Sale Deed and shall pay such one-time fee as may be determined by the Promoters/Company at the time of execution of the Sale Deed. Thereafter, the Allottee(s)/Vendee(s) shall be liable to pay maintenance charges for such Club facilities as may be determined. The Allottee(s)/Vendee(s) shall abide by the Bye-laws/Rules/Regulations of the Club which may be prescribed by the Company/Promoters/Flat Owners’ Association in this regard and shall duly and regularly pay all maintenance charges. The Company/Promoters shall be entitled to give Club Memberships to their families/ relatives/ associates, maximum upto Ten such families, who shall be entitled to use the Club Facilities as described hereinabove like other Club Members, without paying any club membership fees, upon payment of usage charges only presently fixed at the rate of Rs. 1500/- per such family per

(Applicant)

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month subject to annual increment of maximum five percent. It is clearly understood and agreed that execution of the sale deed by the Allottee(s)/Vendee(s) with respect to the flat shall amount to a non-objection to such admission of Promoters, their families / relatives / associates to the use of aforesaid Club facilities.

12. The flat can be rented, leased or sold out only after obtaining NOC from the Association/ Society/Company.
13. Transfer charges as may be decided by Company will be charged in case Buyer wants to get the name changed. However, transfer will only happen if the Company is agreeable to the name of the proposed Buyer.
14. All payments shall be made through A/c payee cheque / DD favouring **“Tanva Homes A/c Emerald Chamber”**, payable at Kanpur in terms of the Payment Plan opted by the Buyer. In case of delay in payments, a penal interest @ 1.5% per month shall be charged on delayed/ outstanding amounts. However, if any instalment(s) and / or the interest accrued thereon remains in arrear for more than three consecutive months, the “Expression of Interest” shall stand automatically rejected and cancelled without any further information to the Buyer and 10% of the basic price shall stand forfeited and the balance amount, if any, after deducting/ adjusting all charges/dues of the Company recoverable from the Buyer, shall be refunded without interest in the mode and manner decided by the Company.
15. In case, the Buyer, at any time, desires for cancellation of “Expression of Interest”, it may be agreed to, though, in such a case 10% of the basic price of the flat shall be forfeited and the balance amount, if any, after deducting/ adjusting all charges/dues of the Company recoverable from the Buyer, shall be refunded without any interest in the mode and manner decided by the Company.
16. The flat is only for residential use and no commercial/professional or any other use will be permitted.
17. The roof tops of the Building/Tower/Complex shall continue to be held and owned by the Company and no part of the roof tops is being agreed to be sold/transferred to the Buyer nor they shall have any right, title or interest of any nature in the roof tops or any part thereof. The Company shall have right to make further constructions / apartments on the roof top as per the sanctioned plans. The Company also reserves the right to give on lease or hire any part of the rooftop/terraces above the top floor of the Complex for installation & operation of antenna, satellite dishes, communication towers or other microwave equipment/V-Sat link equipment/tower and/or other legal use.
18. The buyer has inspected all deeds, maps, relevant records, documents and papers with respect to the title, ownership and competency of the Company including facilities, basic infrastructure facilities to be provided in the said Emerald Chamber Complex/Project of the Company being developed at 4/285-A, Vishnupuri, Kanpur, and the Buyer is fully satisfied with the same and also about the title and ownership of the Company. The Buyer has confirmed and undertakes to have no objections or claims in respect thereof.
19. The Company reserves the right to effect and/or carry out such variations, additions, alterations, deletions and modifications in the Lay out/ map/building plan/floor plan/ structural design/ specifications etc of its project as the Company may, at its sole option and discretion, consider necessary or as directed/ permitted by any competent authority and/ or the architect of the Company at any time even after the Lay out/ map/ building plan/ floor plan/ structural design for its Project/towers/buildings are sanctioned /revised sanctioned/re-sanctioned. Such changes shall include but shall not be limited to change in Lay out/map/ building plan/ floor plan/ structural design /specification of the project/towers/buildings including apartment plans, location, preferential location, increase or decrease in number of apartments, floors, blocks or area of the apartment/blocks/ buildings etc. Further, the Company shall be entitled to construct on its land/building/tower the additional floors/ additional spaces/ apartments/ buildings and to avail full FAR/ additional FAR/ purchasable FAR as may be sanctioned/revised sanctioned/re-sanctioned and permitted by the competent authority from time to time and the same shall be entitled to share all common areas and facilities.
20. The Buyer after taking possession of the said flat shall have no claim against the Company in respect of any item of the work in the said flat which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
21. That the specifications shown in the Specification Sheet/ brochure/promotion material/sale documents are indicative only and the Company may on its own change/ revise any specifications and/or facilities mentioned in the Specification Sheet or sale documents due to technical reasons including non-availability of certain materials of acceptable quality

(Applicant)

(Co-Appllcant)

and price or due to popular demand or for reasons of overall betterment of the said Complex/said flat and the proportionate cost of such changes shall be borne by the Buyer. Any additional/better specifications for the said flat requested for by the Buyer well in time may be provided, at the sole discretion of the Company if technically feasible, which will be charged extra as demanded by the Company.

- 22. Company’s Sale Brochureand other advertisement/publicity material for the project are purely conceptual and have no legal offering.
- 23. The said Project/Complex shall always be known as “**Emerald Chamber**” and this name shall neverbe changed by the Buyer or any person claiming through him or anybody else.
- 24. The Buyer is fully aware about thelegal status of the project/land of the project. However, the details of the samecan be obtained from the Legal Department of the Company.
- 25. All disputes between the parties shall be decided by the Company and its decision shall be final and binding and will not be questioned in any Court of Law. However, Kanpur Courts alone shall have jurisdiction.
- 26. The Buyer agrees that the above are the basic terms and detailed and exhaustive terms and conditions will be incorporated in the Allotment Letter/Agreement For Sale/ Sale Deed.

I/We agree to the aforesaid terms and conditions and request to accept my/our“Expression of Interest” for a flat of BHK in Floor of Tower, in “**Emerald Chamber, 4/285-A, Vishnupuri, Kanpur.**

(Applicant)

(Co-Applicant)

Date:

Place:

(Applicant)

(Co-Applicant)

"EMERALD CHAMBER", 4/285-A, VISHNUPURI, KANPUR
A PROJECT OF TANYA HOMES PRIVATE LIMITED

A. PAYMENT PLAN

SL	INSTALLMENTS DUE ON	% AGE PAYABLE
1	ON BOOKING/ EXPRESSION OF INTEREST (EOI)	8% OF BASIC SALE PRICE
	WITHIN 30 DAYS OF BOOKING / EOI	ON REGISTRATION OF AGREEMENT FOR SALE - 52% OF BASIC SALE PRICE
2	WITHIN 45 DAYS OF BOOKING/ EOI	35% OF BASIC SALE PRICE
3	ON OFFER OF POSSESSION	5 % OF BASIC SALE PRICE + 100% OF IFMS + OTHER APPLICABLE CHARGES, IF ANY.
	TOTAL	100 % OF BASIC SALE PRICE + 100% OF IFMS+ OTHER APPLICABLE CHARGES, IF ANY.

B. DETAILS OF CHARGES PAYABLE

SL	PARTICULARS	RATE/AMOUNT
1	ELECTRIC POWER STATION CHARGES (Including but not limited to Transformer, KESCO, DG Set, Panels, Meter etc.)	ON ACTUALS
4	INTEREST FREE MAINTENANCE SECURITY	RS /- Per Square Feet of IFMS Area

NOTE:

- 1 All payments shall be made through A/c Payee Cheque/DD favouring "**TANYA HOMES A/c EMERALD CHAMBER**" payable at Kanpur.
- 2 Interest Free Maintenance Security shall be payable through A/c Payee Cheque/DD favouring "**TANYA HOMES A/c EMERALD CHAMBER IFMS**".
- 3 Applicable GST and all other present & future taxes, imposed by the Government from time to time shall be borne by the applicant/Buyer additionally.

.....
 (Applicant/Allottee)

.....
 (Co-Applicant/Allottee)