

EMERALD CHAMBER

4/285-A, VISHNUPURI,
KANPUR, UTTAR PRADESH
UPRERA No.....

ALLOTMENT LETTER

Allottee(s): Mr.....
Mr.

Unit/Flat No.-

A PROJECT OF:
TANYA HOMES PRIVATE LIMITED

TANYA HOMES PRIVATE LIMITED

Regd. Office: "SUKHDHAM", FLAT NO. E-2, 7/17 (9-10), TILAK NAGAR, KANPUR-208002

Allotment No.RHL/TANYA/EC/..... **Date:**

To,

(i)

(ii)

OR

M/s., a Partnership Firm /Company duly registered under the Indian Partnership Act, 1932/Companies Act, 1956, having its registered office at acting through its Partners/Directors/Authorized SignatoriesShri/Smt/ , Son/Daughter/Wife of Shri , R/o ; and Shri/Smt/ , Son/Daughter/Wife of Shri , R/oduly authorized vide Power of Attorney/ Board Resolution dated..... ;

Hereinafter called and referred to as "**ALLOTTEE(S)**"which expression shall unless repugnant to the context, mean andinclude his/her/their/its successors-in-interest and permitted assigns.

Subject: Allotment of Flat/Apartment No.....in Tower No..... "Emerald Chamber", 4/285-A, Vishnupuri, Kanpur, Uttar Pradesh.

Dear Sir/Madam,

With reference to your Expression of Interest dated, we are pleased to allot you a Flat/ Apartment No. in Tower No.in **Emerald Chamber, 4/285-A, Vishnupuri**, Kanpur, Uttar Pradesh.

This Allotment is subject to the Terms and Conditions annexed hereto and forming part and parcel of this Allotment Letter which shall prevail over all other terms and conditions given in our brochures, advertisements or any other sale documents, promises oral or written and this cancels all previous Letters/Certificates, if any, issued against allotment of said unit/flat/apartment.

You are requested to quote the Allotment No. in all future communication with us.

Thanking You,

For Tanya Homes Private Limited

Authorized Signatory

Name:

Designation:

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1. WHEREAS:

- (i) The Company, Tanya Homes Private Limited [formerly United Trade Net Private Limited] bearing CIN having its registered office at "Sukhdham", Flat No. E-2, 7/17 (9-10), Tilak Nagar, Kanpur, is owner and in possession of the project property situated at Plot No. 4/285-A, Vishnupuri, Kanpur, Uttar Pradesh.
 - (ii) The Company is a real estate developer engaged in the business of construction and development of residential, commercial, multistoried buildings, complex etc. and is developing on the aforesaid land i. e. Plot No. 4/285-A, Vishnupuri, Kanpur, Uttar Pradesh, a multistory residential project popularly known as "**Emerald Chamber**" (hereinafter called and referred to as the "said Complex/Project") consisting of number of apartments/flats etc.
 - (iii) The Kanpur Development Authority has duly sanctioned Building Plan for the said Project vide sanction/permit No.....dated and revised building plan for the said Project vide sanction/permit No. dated
 - (iv) The Company reserves the right to effect and/or carry out such variations, additions, alterations, deletions and modifications in the 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 map/building plan/floor plan/structural design for its project/complex/buildings are sanctioned/revised sanctioned/re-sanctioned. Such changes shall include but shall not be limited to change in map/ building plan/ floorplan/structural design/specification of the complex/towers/buildings including apartment plans, location, preferential location, increase or decrease in number of apartments, floors, blocks or area of the apartment/buildings etc. Further, the Company shall be entitled to construct on its project/building/towers the additional floors/ additional spaces/ additional blocks/ apartments/ buildings and to avail full FAR/ additional FAR as may be sanctioned/revised sanctioned/re-sanctioned and permitted by the competent authority and/or architect of the said project from time to time and the same shall be entitled to share all common areas and facilities to which the Allottee(s) hereby consents and shall raise no objection. It is further agreed that the Allottee(s) either before or even after purchase of the Unit/Flat and execution of Sale Deed shall not be entitled to raise any objection regarding such additional construction/modification etc.
2. That the Allottee(s) vide his Application/Expression of Interest dated..... expressed his interest to purchase a residential Unit/Flat in the said Complex/Project. The Allottee(s) has understood and agreed to abide by the Terms and Conditions as set out in the Annexure to the said Expression of Interest for the allotment of the Unit/Flat in the said Housing Project/Complex.
 3. That the Allottee(s) has inspected all original title deeds, maps, relevant records, documents and papers with respect to the title, ownership and competency of the Company including basic infrastructure facilities to be provided in the said Complex/Project of the Company being developed at Plot No. 4/285-A, Vishnupuri, Kanpur, and the Allottee(s) is fully satisfied with the same and also about the title and ownership of the Company. The Allottee(s) has confirmed and undertakes to have no objections or claims in respect thereof.
 4. That the Allottee(s) covenants that he has full knowledge and understanding of all laws/notifications and rules applicable to the area in general and to the said Complex/Project named as "**Emerald Chamber**" in particular and the Allottee(s) has

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inspected and understood Lay Out, Plans, Site Map, Structural Designs, Permissions, Sanctions and Specifications etc. of the said Complex/Project/ Flat/Unit.

5. That this Allotment is subject to the Allottee(s) complying with the terms and conditions of Expression of Interest and this Allotment, completing various requisite formalities and making timely and complete payments of the entire consideration and other charges as per this Allotment Letter/Payment Plan attached hereto.
6. That the Company, relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms and conditions and stipulations contained herein, has accepted, in good faith, the application of the Allottee(s) and has agreed to allot following Flat/ Unit(the said Unit) in the said Complex/Project. The Allottee(s) agrees and understands that the areas allotted are tentative and are subject to change. However, the Company shall be selling flat/unit only after its completion.

DETAILS OF THE UNIT/FLAT ALLOTTED:

Unit No....., Floor....., Type....., Tower, Approximate Carpet Area..... Sqft. (hereinafter called and referred to as the 'Said Unit'). The exact carpet area of the flat/unit shall be ascertained by the Company after completion of the Building and common areas & facilities at the time of execution of Sale Deed and the Allottee(s) shall pay Sale Price on the basis of such Carpet Area.

BASIC SALE PRICE:

Rs.....(Rupees.....only)

Booking amount:

Rs..... (Rupees only)

Total amount paid by the Allottee(s) as on date including Booking Amount:

Rs..... (Rupees only)

One Time Interest Free Maintenance Security Deposit @ Rs. psqft.

This Allotment is subject to timely payment of all installments/dues/charges etc. as per the payment plan opted for. Any increase or decrease in area of the aforesaid flat/unit shall be payable or refundable on pro-rata basis after ascertaining the exact super area of the flat/unit. It is clearly understood that the decision of the Company in this regard shall be final and binding.

PAYMENT PLAN OPTED:

Annexure No. 1

Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter / Payment Plan shall become payable within the time stipulated therefor. Stamp duty, registration charges, other legal/miscellaneous expenses including advocate's fees and GST and/or any other statutory levies/taxes/charges etc., if any and as applicable from time to time, shall be charged and payable in addition to the Basic Price of the Unit and other charges and the Allottee(s) shall be liable to pay the same.

FIRE SAFETY MEASURES:

7. That the Company shall provide fire safety measures in the housing Project/Complex as per the existing fire safety norms. If, however, due to any subsequent Government legislations/regulations/orders/directives, it becomes obligatory on the Company to undertake additional fire safety measures, the Allottee(s) shall be liable to pay such extra proportionate charges in respect thereof.

ELECTRICITY AND POWER BACK UP:

8. That the Allottee hereby agree/s to pay the following other charges on demand to

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the Company/Promoter:

- i. The Electricity Load for the Project will be obtained from concerned Electricity Authority by the Company/Promoter. All charges/ costs paid/ to various departments by the Company/Promoter for obtaining, electricity/ water/ sewage installations and connectivity and charges / costs paid by the Company/Promoter for installation of Transformers and distribution system for electricity supply and connectivity to the flat/apartment till completion/occupancy certificate have been included in the Price/Sale Consideration of the flat/apartment against which the Company/Promoter shall provide maximum Kilowatt of electricity connection as determined by Company/Promoter to the Allottee. However, for any additional load / increase in load of power connection, the Allottee shall be liable to pay such additional costs / charges including security deposit etc. to the KESCO/Authorities and Company/Promoter as the case may be. The Allottee has also agreed to deposit further such amounts in future for increase in the electricity load as may be required from time to time by KESCO /Company/Promoter.
 - ii. The Allottee shall take electricity connection for his / her respective flat/apartment from the appropriate authority and shall deposit connection charges including security deposit as applicable from time to time. The connection to his/her flat/apartment shall be given from the common supply line of Emerald Chamber at his/her own costs and expenses. Individual Electricity Connection charges including deposit and Meter charges, connection from the feeder pillar to the house meter, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Flat/Apartment to the Main Sewerage line of the Project and Storm Water Connection charges from the said flat/apartment to the Main line of the Project and Malba charges etc. shall be borne by the Allottee and be paid to the applicable authorities / Company / Promoter as the case may be.
9. That the Company may provide prepaid dual metering of electricity i. e. KESCO or any other supplier and Generator for which extra charges as incurred will be charged by the Company.
 10. That the Allottee(s) shall deposit all charges and dues and expenses incurred for installation of the dual system of supply of electricity from KESCO or any other supplier as well as from Genset having dual metering system and the Allottee(s) has agreed to deposit further such amounts in future for increase in the electricity load as may be required from time to time. The Allottee(s) shall make in advance or pre-payments to the Company/Maintenance Agency from time to time as may be demanded by the Company/Maintenance Agency in this connection. It is clearly agreed by the Allottee(s) that the Allottee(s) shall not install/run/use or keep any personal DG Set.

POSSESSION:

11. That subject to force majeure and/or any other reason beyond the control of the Company, and all other terms and conditions of this Allotment and upon completion of the formalities stipulated herein, the Company proposes to handover the possession of the said Unit/Flat within Nine months from the date of Expression of Interest subject to grant of all sanctions/approvals from Local Authorities/Government/Departments and/or Courts etc. or such extended period which may be intimated by the Company from time to time.

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12. That in case the Company is not able to hand over the possession to the Allottee(s) within the time or extended period as stipulated hereinabove, the Allottee(s) shall be entitled for compensation for such delay at the rate of Rs. 2/- (Rupees Two Only) per square ft. per month of the area of the Unit/Flat till the date of notice of possession. The Allottee(s) shall have no other claim against the Company in this regard. This compensation shall be payable only at the time of payment of last installment and only if the Allottee(s) has not defaulted and/or breached the terms of the Allotment and/or Payment Plan.
13. That the Allottee(s) after taking possession of the said unit shall have no claim against the Company in respect of any item of the work in the said unit which may be said not to have been carried out or for non-compliance of any designs, specifications, building material, workmanship or any other reason whatsoever.

ALLOTTEE(S)' RIGHTS AFTER EXECUTION OF SALE DEED:

14. That the Allottee(s) after making payment of total sale price and other dues and charges shall be entitled to obtain the Sale Deed in his/her/their favour in respect of the allotted flat/unit. The Allottee(s) only after execution and registration of Sale Deed shall become owner of the Flat/Unit and thereafter shall be entitled to sell/mortgage/gift etc. subject to obtaining prior written permission/NOC/No Dues Certificate from the Company/Society as the case may be after making payment of such transfer charges as may be decided by the Company/Society from time to time at its sole discretion.
15. That the covered car parking shall be available per flat chargeable extra, subject to availability. Car parking has to be done only in the designated parking space allotted to the Allottee(s).
16. That the Allottee(s) shall be entitled to the common areas and facilities and shall also be liable for common expenses & charges etc. to be specified in the Sale Deed.
17. That the Allottee(s) shall have the right to use, as permitted by the Company, including right of ingress and egress in the independent areas of the said Complex like common parking, lawns, open areas, open lands etc. and the Allottee(s) shall have no ownership right, interest or title in such independent areas of the said Complex. The independent areas, which are not for the joint use by the Flat owners, will be owned by the Company and may be sold/ handed over to any agency or individual as the case may be on any terms & conditions as the Company would deem fit and proper without interference of the Allottee(s)/Society.
18. That the Company may permit the Allottee(s) to nominate his nominee in his place subject to payment of Transfer charges as may be decided by the Company from time to time at its sole discretion.

19. CLUB FACILITY:

The Company proposes to construct and establish one Club in the "Emerald Chamber" Complex. The Allottee(s)/Vendee(s) alongwith 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 month subject to annual increment

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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.

PAYMENTS:

20. That the timely payment of Installment/Payments as indicated in the Payment Plan is the essence of this Allotment. The Allottee(s) shall strictly adhere to the Payment Plan without any reminders from the Company. If any installment/ payment as per the Payment Plan is not paid when it becomes due, the Company will charge interest @ 1.5% per month on the delayed payment for the period of delay. However, if any installment(s) and/or the interest accrued thereon remains in arrears for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the Allottee(s) and the Allottee(s) shall have no right/title/interest/claim/lien in the said Unit. In such a case, the amount deposited upto 10% of the Basic Price of the said Unit shall stand forfeited and the balance amount paid, if any, shall be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest at the rate of 2% per month on the delayed amount and restore the allotment provided the said Unit has not been allotted to someone else. In such a situation an alternative unit, if available, may be offered in lieu of the same. It is clarified that in default case, if part payment is received from the Allottee(s), such payment will be first adjusted against the interest till date and then sequentially against the earlier payment due. If after such adjustment there still remain some defaults of more than three months, the delay will not be condoned and the allotment shall stand cancelled.
21. That it is made clear that the payment in installment is only a facility given by the Company to the Allottee(s) and it does not create any right/interest/ claim/lien in favour of the Allottee(s) unless and until payment of the total sale price is made in full by the Allottee(s) to the Company and a sale deed is executed by the Company in favour of the Allottee(s). In case any new tax/duties/charges are levied by the Government or any other Government Authority the proportionate increase thereof shall also be payable on demand by the Allottee(s).

CANCELLATION:

22. That in case the Allottee(s), at any time, desires for cancellation/surrender of the allotment, it may be agreed to, though, in such a case 10% of the total price of the unit, shall be forfeited and the balance, if any, after deducting therefrom all charges/dues etc., shall be refunded without any interest in the following manner which shall be subject to timely payment of all installments and all other dues/charges etc. by the Allottee(s):
 - a) The Company shall refund without interest the money deposited by the Allottee(s) after deducting therefrom a sum equal to 10% of the total price of the unit within three months from the date on which the Company receives the Allottee(s) application for cancellation/surrender.
 - b) If the Company makes any default in payment of refund as mentioned above within the stipulated time, the Allottee(s) shall be entitled to interest @ 6% (Six percent) per annum for the delayed period on the money to be refunded;
 - c) If the amount paid by the Allottee(s) is less than the amount to be deducted under (a) above, the Allottee(s) shall pay to the Company, deficient amount to the extent of 10% as mentioned in (a) above.
23. That in case of default/non-observance/non-performance and/or breach of any of the covenants of this Allotment by the Allottee(s) the Company reserves its right to cancel

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the allotment any time. In such an event the Allottee(s) shall be refunded the advance money/or installments paid till then after deducting therefrom all the dues, if any, payable to the Company by the Allottee(s) in pursuance of this Allotment.

LOAN FACILITY

24. That in case the Allottee(s) wants to avail of a loan facility from his employer or any Bank/Financial Institution/Agency to facilitate the purchase of the said Unit, the Company shall facilitate to process subject to the following:
- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - (ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's Payment Plan will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason, whatsoever, the timely payment to the Company, as per the Payment Plan, shall be ensured by the Allottee(s).
 - (iii) In case of default in repayment of dues of the financing agency by the Allottee(s), the Allottee(s) authorizes the Company on its sole option to cancel the allotment of the said Unit and repay the amount received till that date, after deduction of 10% of the price of the Unit, directly to the financing agency on receipt of such request from financing agency without any reference to the Allottee(s).
 - (iv) In case the Bank/Financial Institution/Agency makes the lump sum payment of the price of said Unit, the Company shall not be liable to pay the interest or any other charges to the Allottee(s) for receiving the payment before due dates.

CONSTRUCTION/COMPLETION OF UNITS:

25. That all the constructions made by the Company in accordance with building plan shall be the own construction undertaken by the Company **exclusively by itself and for itself** and hence no construction shall be made on any suggestion or requirement of the Allottee(s). The ownership and title in all the construction shall remain with the Company till execution of the Sale Deed by the Company in favour of Allottee(s).
26. That the Company does not undertake to make any construction for and on behalf of any Allottee(s) to whom the constructed flats may ultimately be sold by the Company.
27. That no right, title or interest shall accrue in favour of the Allottee(s) until the Sale Deed is executed by the Company and the Company shall continue to be the owner of every part of construction and the apartment/flat/unit and also each and every material used in the construction which shall be exclusively owned by the Company and the Allottee(s) shall not be given any right, title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the flat/unit / apartment for all its dues and payables by the Allottee(s) to the Company.
28. That the proposed specifications shown in the Specification Sheet/sale documents are indicative only and the Company may on its own provide additional/better/substitute specifications and/or facilities other than those mentioned in the Specification Sheet or sale documents which change becomes necessary due to technical reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of overall betterment of the said Complex/said Unit. The proportionate cost of such changes shall be borne by the Allottee(s). Company's Sale Brochure/CD Walkthrough and other advertisement/publicity material for the project are purely conceptual and have no legal offering.
29. That the completion of the said Unit will be done subject to receiving of the entire price & other payments as per the terms of allotment and is subject to **Force Majeure** clause, which includes delay for any reasons beyond control of the Company like non availability of any building material due to market conditions, strike/lock-out/court

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orders/by operation of law or internal disturbance, riots, rains, floods, inundation, fire, earthquake etc.or any other act of GOD, or any other reason beyond the control of the Company or due to any law/restriction imposed by any government/statutory authority or due to delay in sanction/re-sanction of building plans/occupation or completion certificate by any government/statutory authority etc. The Company shall be entitled to extension of time for such Force Majeure period and cessation of cause of delay as mentioned hereinabove for completion of the project and handing over the possession of the said Unit to the Allottee(s).

30. That the cost of the Unit has been calculated at the rate of cost of material, labour etc as on the date of Expression of Interest by the Allottee(s). In case during the construction period, due to force-majeure conditions as detailed in Para 29, the cost of material and the cost of workmanship increases more than 10%, the Company shall increase the cost of the Unit accordingly and the Allottee(s) shall be bound to pay the increased cost certified by the architect of the Company. In case the Allottee(s) fails to pay the increased cost of the Unit within 2 months from the date of the demand, the Company shall be free to cancel the allotment with immediate effect and forfeit 10% of the Price of the Unit.
31. That the Company has made clear to the Allottee(s) that it shall be carrying out extensive development/construction activities in future in and around the said Complex or on the terrace area of the said Complex in which the said Unit is located and that the Allottee(s) has confirmed that he/she shall not raise any objection or make any claims on account of inconvenience, if any, which may be suffered by the Allottee(s) due to such development/ construction activities or incidental/ relating activities.

FORMATION OF SOCIETY AND MAINTENANCE:

32. That for the purpose of proper management of the “**Emerald Chamber**” complex one Society shall be constituted as duly registered under the Societies Registration Act, 1908 and Model Bye Laws as prescribed under **Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, as amended from time to time, shall be adopted by the Society.** The Allottee(s) shall necessarily become member of the Society on such terms and conditions as may be prescribed and shall be bound to follow and comply all bye-laws, rules and regulations of the Society and also to obey all decisions of the Society/Company which may be made from time to time. The maintenance of the “**Emerald Chamber**” Complex including security etc. shall be done by a professional Maintenance Agency to be engaged by the Company/Society at its sole discretion. The Allottee(s) and all subsequent buyers shall pay proportionate cost and expenses in respect thereof on prorata basis as may be decided by the Company/Society and demanded from time to time. The Allottee(s) further agrees that the Company/Society shall, as and when required, enter into a Maintenance Agreement with the Maintenance Agency as may be appointed by the Company/Society from time to time for the upkeep and maintenance of the said Complex including common areas/facilities. The Allottee(s) also agrees to enter into maintenance agreement with Company/Society/or such Maintenance Agency.
33. That in order to maintain security in the Complex, the Company/ Society shall be free to restrict the entry of any one into the Complex whom it considers undesirable at the outer gate itself. The security services will be without any liability of any kind upon the Company/Society. Security costs will be the part of the maintenance charges.

INTEREST FREE MAINTENANCE SECURITY:

34. That the Allottee(s) shall deposit with the Company an Interest Free Non-Refundable Maintenance Security (IFMS) at such rate and on terms as mentioned in the Payment

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Plan or as may be demanded by the Company from time to time in order to secure adequate provision of the maintenance services. The Company shall be entitled to utilize and /or invest or deposit the said amount in any Scheme/Bank/ Fund etc. at its sole discretion and such accruals/corpus shall be utilized by the Company for the maintenance services and related capital expenditure. The Allottee(s)/Society shall not be entitled to claim any amount of interest or income arising out of such deposits as the same is to be utilized in meeting out the expenditures of all common areas and facilities by the Company till handover of the Project/Complex to the Society. If such accruals fall short in meeting out maintenance expenses and/or related capital expenditure then the Allottee(s) shall also pay such deficient amount or any other amount which may be demanded by the Company from time to time. In case of delay in the payment of IFMS, interest @ 2% per month shall be charged for the period of delay.

35. That the Allottee(s) in addition to IFMS defined hereinabove shall also be liable to pay monthly/quarterly/yearly maintenance charges, if any, in terms of the Maintenance Agreement and/or as demanded by the Company/Society/Maintenance Agency from time to time, irrespective of whether the Allottee(s) is in occupation of the said Unit or not, within a period of 7 days of demand. In case of delay in payment of maintenance charges within this period, interest @ 2% per month shall be charged for the delayed period.
36. That in case of failure of the Allottee(s) to pay the maintenance bill and/or other charges on or before the due date or any other amount/charge which the Allottee(s) is liable to pay in terms of this Allotment, the Allottee(s) shall not be entitled to use and enjoy common areas/services/facilities/maintenance services etc. and the Company/Society/Maintenance Agency shall further be entitled to effect disconnection of common services/facilities including maintenance services to the defaulting Allottee(s) that may include disconnection of water/sewer/power/power backup/piped gas connections and debarment from usage of any or all common facilities within the Complex. The Company/Society may also, apart from other remedies open to it, restrict or object to the transfer of the said Unit by the Allottee(s) and to recover the charges.
37. That the Company shall maintain the complex till the maintenance is handed over to the Allottees' Association/Society. The maintenance of the said Unit including all walls and partitions, sewers, drains, pipes, structures etc. shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do, nor permit anything to be done, which damages any part of the Said Unit/said Complex, staircases, shafts, common passages, lifts and other common installations/common facilities/common areas etc. or violates the rules or bye-laws of the local Authorities or the Society/Association of Allottee(s). The Allottee(s) shall be liable to rectify any such damage caused to the satisfaction of the parties concerned and will also be liable to carry out annual repairs and whitewashing of the flats.
38. That only the management and maintenance of common areas/facilities/services shall be transferred to the Society/Maintenance Agency on such terms and conditions as the Company would deem fit. The Allottee(s) shall allow the Company/Society/Maintenance Agency to have full access to and through his/her/their Unit for the periodic inspection, maintenance and repair of any common services conduits and the structure.
39. That the Company on extra payment may provide common utility/facility of satellite TV system, LPG piped gas system (if installed), additional power load or any other common utility/facility/service as it may decide on its sole discretion. Any deposit made or charges paid by the Company for securing these common utility/facility /service will be reimbursed to the Company by the Allottee(s)/Society as and when the

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event occurs. The Company may take this reimbursement by way of adjusting the total IFMS corpus, if any, to be handed over to the Society.

GENERAL CONDITIONS:

40. That the Allottee(s) understands and agrees that the Company may at its sole discretion appoint/engage designated service providers for various facilities in the Complex viz. cable, intercom, gas supply dish TV etc. The Allottee(s) agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that the Allottee(s) will have to go with the choice of such service providers at bulk level for entire Complex. Further, the Allottee(s) agrees to enter into specific service supply agreements, if required, with each of these service providers at their standard commercial terms.
41. That the Allottee(s) shall regularly pay all municipal taxes and all present and future taxes and dues payable to the Kanpur Development Authority, Kanpur Nagar Nigam/Government Agency or Government from time to time and further covenants with the Company to pay from time to time and at all times the amounts or dues which the Allottee(s) is liable to pay and to observe and perform all the covenants and conditions of Allotment. That the Allottee(s) shall keep indemnified the Company against all actions, proceedings or any losses or damages suffered by or caused to the Company, in respect of the said residential unit, by reason of any breach or non-observance, non-performance of the conditions contained herein by the Allottee(s) in respect of the said unit and/ or due to non-compliance of any regulations and/or non-payment of municipal taxes, charges and other outgoings.
42. That the Company, by itself or through its nominee(s), is authorized to raise finance for construction or for any other purposes from banks or financial institutions by mortgaging or hypothecating project owned by the Company and/or any flats/apartments/building which is being constructed over the project land or for which this Allotment Letter has been issued and the Allottee(s) shall have no objection in this regard. However, before Sale Deed is executed and registered in favour of the Allottee(s), the mortgage shall be redeemed and the Unit shall be transferred by the Company in favour of the Allottee(s) as unencumbered. The Allottee(s) shall have no right to claim release of such charge/mortgage/hypothecation before execution of the Sale Deed in his favour.
43. That the lawns and all other common areas shall not be used for conducting any personal functions such as marriages, parties, get together of any kind etc.
44. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him which shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the co-allottee(s).
45. That the said Project/Complex shall always be known as “**Emerald Chamber**” and this name shall never be changed by the Allottee(s) or any person claiming through him or anybody else. Also, the name of the towers/proposed club etc. shall be decided and given by the Company at its sole discretion which name shall never be changed by the Allottee(s) or any person claiming through him or anybody else.
46. That the Company has made provision of the entrance/exit gate to/from the “**Emerald Chamber**” Complex. The Allottee(s) shall have right to ingress and egress through designated gates only and they will not be entitled to break or make any opening in front/back/side wall or to fix any other gate or to make any provision for going outside the Complex.
47. That the Allottee(s) shall not be entitled to keep anything or park any car/vehicles, or put any fence, obstacles, blockage on the common areas of the complex including

**TERMS AND CONDITIONS OF THE ALLOTMENT OF THE UNIT/FLAT IN EMERALD CHAMBER,
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corridors, passages, lobbies, lifts, stairs, footpaths, lawns, open areas etc. The Allottee(s) shall not make any cuttings nor will dig or damage the said common area including corridors, passages, lobbies, lifts, stairs, roads, footpaths, open areas etc. without written permission of the Company or Society. The Company or Society in its sole discretion may permit such cuttings, if necessary, on the condition of deposit of cost for restoring the same to its original condition by the Company or Society.

48. That in case after handing over the possession of the said Unit any addition or alteration in the said building/complex is required to be carried out by the Government or local authority, the same shall be carried out by the Allottee(s) in co-operation with other Allottee(s) in the said building complex at their own cost and the Company shall not be liable or responsible for affecting such additions or alterations or making constructions or for their costs etc.
49. That the roof tops of the said 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 Allottee(s) 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 on the roof top as per the sanctioned plans.
50. That it is made clear that the said Unit is only, and shall always be used, for residential purposes. The Allottee(s) shall not carry out any commercial/professional activities nor will use the same for any other purposes which may or is likely to cause nuisance or annoyance to other occupiers or for any illegal or immoral purposes or to do or to suffer anything to be done in or about the said property or in any manner interfere with the use of space, passage or amenities available for common use.
51. That it is clarified by the Company that the power back up arrangements like diesel generator sets or other forms of power back up supply in the said Complex are proposed to be designed & installed on the basis of diversity factor considering group diversity which the Allottee(s) understands and agreed. The Allottee(s) agrees that he, either singly or in combination with other Allottee(s)/users in the Complex, shall not claim that the intended capacity be the cumulative of all the power back up load sold by the Company to different Allottee(s)/Users.
52. That it shall be the obligation of the Allottee(s) to get the said flat/unit/apartment comprehensively insured at his own cost and expenses after taking over the physical possession and execution of Sale Deed of the said unit/flat/apartment.
53. That Allottee(s) shall not put up, except his name-plate at the door of his flat/apartment, any name or sign board, neon sign, publicity or advertisement material anywhere in the Complex including exterior of the building and common areas. It is also clarified that the Allottee(s) shall not in any case change the façade of the flat/building/tower/complex or the elevation despite of his/her unit forms part of the same.
54. That in case of Non-Resident Indian buyers, compliance of relevant applicable laws including Foreign Exchange Management Act, 1999 and any Rules, Regulations, Guidelines etc. made thereunder shall be made by such Non -Resident Indian Buyers.
55. That the Allottee(s) shall not make any noise pollution and/or throw or accumulate rubbish, dust, rages, garbage or refuse etc. anywhere in the said complex, save and except at areas/places specifically earmarked for these purposes in the said Project.
56. That all disputes between the parties hereto shall be settled amicably by mutual discussion, failing which the same shall be referred to the Sole Arbitrator who shall be appointed by the parties with mutual consent and his decision/award shall be final and binding on the Parties. The Arbitrator shall hold the arbitration proceedings according to the Arbitration and Conciliation Act, 1996, as amended from time to time. If the parties could not appoint Sole Arbitrator with mutual consent, the arbitration shall happen according to the provisions of Arbitration and Conciliation Act, 1996, as

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amended from time to time. All disputes or legal proceedings, if any, arising out of this Allotment Letter shall be subject to jurisdiction of the Courts at Kanpur only.

IN WITNESS WHEREOF, this Allotment Letter has been issued to the Allottee(s) named hereinabove as on the date written hereinafter.

COMPANYALLOTTEE(S)

For Tanya Homes Private Limited

1.

Name:

(Authorized Signatory)Address:

Name:

Designation:

2.

Name:

Address:

Witness (1):

Name & Address

Name & Address:

Witness (2):

Date:

Place:

For Tanya Homes Private Limited

Allottee(s)