

- (B) However, all such Common Area and facilities shall remain the property of the Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred/ assigned to any other body or agency or association or society of residents of the Group Housing Project, in accordance with the provisions of U.P. Apartment Ownership Act, 1975 or any other law applicable to the Earth Towne Group Housing Project.
- (C) The Allottee(s) shall be governed by the U. P. Apartments (Promotion, Construction and Maintenance) Act, 2010. The right to usage of common facilities is subject to observance by Allottee(s) of covenants herein and up to date payment of all dues amounts.
- (D) That in addition to the Built Up Area, if the Allottee(s) gets exclusive usage rights to certain areas (like attached areas with ground floor unit and terrace for certain upper floors), in such a case, no construction, either permanent or temporary, shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Allottee(s).

Provided further that any club, swimming pool, open spaces, parking spaces (except to the extent of the parking space that are transferred to any body or association or society of residents), public amenities, business lounges, shopping center, if any, and all other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of the Company.

- 36. The Allottee(s) (in case of Non Resident Indian status or Non Resident Entity) agrees that he shall be responsible for complying with the necessary formalities as laid down in the **Foreign Exchange Management Act, 2002 (FEMA)**, rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws etc. and provide Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Allotment letter. The Allottee(s) agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the amount paid by the Allottee(s) will be refunded by the company without any interest but after adjusting/forfeiting earnest money along with interest and interest payable on unpaid amount etc. and the allotment shall be cancelled forthwith. The company will not be liable in any manner on such account.
- 37. The Developer and Allottee(s) agree and acknowledge that where the completion of the construction of the Unit/Apartment and/or the handing over of the possession of the Apartment is delayed by any reason beyond the control of the Company, including without limitation **Force Majeure**, then no claim whatsoever by way of any damages/compensation shall lie against the Company and the Allottee(s) hereby waives all rights and claims in this regard. Further, where there occurs any delay in handing over the possession to the Allottee(s) on account of reasons specified under this allotment letter, the Company shall be entitled to a reasonable extension of time for handing over possession of the said Apartment to the Allottee(s).  
  
If in the opinion of the Company, Force Majeure continues for a considerable time, then the Company may, in its sole discretion, abandon the project and terminate/ alter/ vary the terms and conditions of this Allotment Letter, in such a case, the Company shall only be liable to refund the amounts received from the applicant(s) without any interest or compensation whatsoever.
- 38. The Developer may obtain/apply the building completion certificate either for the whole project or in phases, i.e. part of the project, from the Greater Noida Industrial Development Authority.
- 39. The Allottee(s) will have a right to ownership and access, only to his unit, after he has fully paid all the dues, complied with all the terms and conditions mentioned in this Allotment letter and also got the Sub-Lease Deed/Conveyance Deed, registered and executed in his favour from the Developer. Furthermore, the Allottee(s) shall resolve any complaint with regard to the construction or quality of workmanship, any item or work in the unit, 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, prior to taking possession of the



**DEVELOPER**

*Ashwini*  
*Bhramjee*

X

**ALLOTTEE(S)**