

(18) The owner i.e., "TARUSH MANAGEMENT PVT. LTD." will sign all the relevant documents which will be forwarded by the Developer for smooth functioning of the project work.

(19) Both the owner "TARUSH MANAGEMENT PVT. LTD." and the Developer "MACWEL INFOSYSTEMS PVT. LTD." will be at liberty to take booking of their respective ratio. Provided Further that the developer company can also take booking on behalf of the owner. That the Developer can utilize its own 60% of the constructed area either this way or that way and simultaneously the owner can also utilize its 40% share and in that event none of the partners can raise any objection whatsoever.

(20) In the said Deed of Conveyance or Conveyances a suitable provision shall be made with regard to the formation of owner's association and day to day management of the new building and realize payment of municipal rates and taxes and other outgoings including the maintenance charges as may be decided or determined by the said association **PROVIDED FURTHER** until and unless such association is jointly by the owners and/or their assignee, if any, and the purchasers of respective flats the day to day maintenance and management of the new building to be looked after by the developer and the developer shall be entitled to realize the proportionate maintenance cost and charges from the owners of the said building at such rate as the developer may think fit and proper.