

			owners in the said structure of the Building or wing in which the said Apartment is situated.
9.2	The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.	21 at Page 28 & 29	21.1. The Promoter shall have the right to incorporate and register an Apex Body in respect of the Larger Land (or part thereof) within a period of three months from the date of receipt of the occupancy certificate of the last building which is to be constructed in the layout of the Larger Land and/or sale of all apartments which is to be constructed in the layout of the Larger Land (whichever is later). The Promoter shall, thereafter, within three months of registration of the Federation/apex body of the Societies or Limited Company, assign/sub-lease cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the Larger Land (hereinafter referred to as the "Property to be Transferred to Apex"). It is clarified that Common Areas And Facilities And Amenities, which are part of the Property to be Transferred to the Apex shall (subject to what is stated in Second Schedule hereunder written in respect of Amenities) be shared with all the allottee/s within the New Development. However, the Promoter shall be entitled to (but not obligated to) transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in



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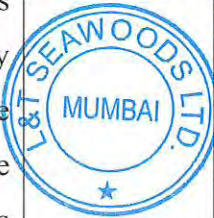
a layout jointly or otherwise on the Larger Land, within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the Larger Land, subject to the Promoter's right to dispose of the remaining Apartments, if any;

21.2. Alternatively, the Promoter may at its sole discretion form a condominium/s of units/apartments on the Larger Land (or any part thereof) or in respect of the Real Estate Project (or any part thereof) under the Maharashtra Apartment Ownership Act, 1970 by following the procedure prescribed under the said Act;

21.3. "Apex Body" means an independent body formed by and consisting of all the Co-operative Societies registered under the Maharashtra Co-operative Societies Act, 1960 or Companies registered under the Companies Act, 2013 or condominiums or any other legal entity, constituted of the allottee in various buildings with or without wings located within a layout of the Larger Land, where each such co-operative society or company or condominium or any other legal entity, as the case may be, which cooperate in the maintenance and administration of Common Areas And Facilities And Amenities provided in the layout while independently retaining control of its own internal affairs and administration in respect of each of the buildings for which they are formed.

21.4. Pending the formation of Apex Body, at the sole discretion of the Promoter, the Promoter may form a legal entity ("Legal Entity") of the two or more of Association(s) of G Cluster / New Development. Such Legal Entity may take-up the



			responsibility for maintenance of Common Areas And Facilities And Amenities by engaging third-party service provider, and collect the cost and expenses from the Association to maintain the Common Areas And Facilities And Amenities. Later, this Legal Entity may be converted as Apex Body, within a period of three months from the date of receipt of the occupancy certificate of the last building which is to be constructed in the layout of the Larger Land and/or sale of all apartments which is to be constructed in the layout of the Larger Land (whichever is later).
9.3	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees	22.1, 22.2, 22.3, 22.4, 22.5 & 22.6 at Page 29, 30 & 31 Fourth Schedule at Page 51 & 52 	22.1. From the Handover Date as referred in Clause 16 hereinabove, ~~Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy,~~ the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Apartment) of the Outgoings, ~~in respect of the project land and Building/s namely~~ including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provisions for the drainage connection and/or provisions for the electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including, ~~water~~ charges, insurance, common lights, repairs and salaries of clerks, bill collectors, ~~chowkidars watchman~~, sweepers, charges payable to the Promoter, maintenance charges, charges and fees payable to any third party/agency engaged by the Promoter as per this Clause 22 hereof and all other expenses necessary and incidental to the management and maintenance of the Larger project Land and ~~building/s~~ the Real Estate Project

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that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be



(collectively referred to as "the Outgoings"). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoter shall be conclusive and binding upon the Allottee/s;

22.2. Until the ~~Society or Limited Company~~ Association is formed and the ~~said~~ structure of the ~~building/s or wings~~ Real Estate Project (excluding basements and the podiums) are transferred/assigned/sub-leased to ~~it~~ the Association, the Allottee/s shall pay to the Promoter ~~such proportionate share of outgoings as may be determined~~ the Outgoings. Likewise, until the Apex Body is formed and the Property to be Transferred to the Apex is so transferred and handed over, the Allottee/s shall pay to the Promoter the Outgoings pertaining to the Property to be Transferred to the Apex. It is agreed that the betterment charges/Outgoings referred to hereinabove shall include the pro-rata charges which the Allottee/s may be called upon to pay to the Promoter in respect of installation of pipe line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of internal roads and access, drainage, lay out and all other facilities from time to time, till the charge of the Property to be Transferred to the Apex handed over to the Apex Body;

22.3. At the time of taking possession of the Said Apartment, the Allottee/s shall pay adhoc maintenance charges, as detailed in the FOURTH SCHEDULE hereunder, to the Promoter ("Advance Adhoc Maintenance Charges") towards proportionate maintenance charge/expenses of (a) the said Building and (b) Common Areas And



Facilities And Amenities from the Handover Date. From this Advance Adhoc Maintenance Charges, the Promoter shall retain an amount equivalent to 3 (three) months of Adhoc Maintenance Charges as 'deposit' to meet the shortfall/ deficit payment, if any, payable to the third-party maintenance agency/service provider, before commencing the monthly maintenance charges from the Allottee/s. At the time of the handover of Association by the Promoter, the balance of Advance Adhoc Maintenance Charges / deposit, if any, shall be handed over to the Association without any interest, subject to deduction of any dues, if any, payable by the Allottees. It is clarified that the Advance Adhoc Maintenance Charges towards the Real Estate Project, shall be utilised by the Promoters towards maintenance of the same; ~~The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings~~ The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be

22.4. The Advance Adhoc Maintenance Charges ~~amounts~~ so paid by the Allottees, towards maintenance charges to the Promoter, shall not carry any interest and remain with the Promoter until the handover of charge ~~a conveyance/assignment of~~

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lease of the structure of the building or wing is executed in favour of the society or a limited company Association, as aforesaid. Upon handover of charge of the building structure (excluding basements and podiums) to the Association, the Allottees shall pay the monthly / quarterly maintenance charges to Association, as applicable, at that time. The Promoter shall be entitled, at its discretion to engage the services of any third party service provider for the purpose of maintenance and management of the Common Areas And Facilities And Amenities, on such terms and conditions as the Promoter may deem fit. The decision of the Promoter in this regard shall be binding on the Allottee/s. The costs, charges, fees and expenses for availing such services from the third party forming part of the Outgoings shall be payable by the Allottee/s; On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be

22.5. It is clarified that the Promoter may (at its sole discretion) charge the Outgoings (in respect of the Property to be transferred to the Apex) proportionately to the Allottee/s or to the Association;

22.6. Notwithstanding anything contained in this clause herein, until the handover of charge to the Association, the Allottees shall continue to pay the monthly maintenance charges to the Promoter and/or its nominee. The Common Areas And Facilities And Amenities charges are the proportionate reimbursement of the amount incurred by the Promoters for development of the same, and the

