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- a) 40% of the hardship compensation shall be paid by the Developer to the members, by means of cheques drawn on the individual names of members through Society, on handing over 100% vacant possession of all the three buildings to the Developer for demolition.
- b) Balance 60% of hardship compensation shall be paid by Developer to the members, by means of cheques drawn on the individual names of members through the Society, on delivery of possession of the new flat/shop to the respective members.

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(a) In case any Member delays in handing over vacant possession of his/her existing flat/shop within the prescribed time limit from notice then for each 10 days delay, 5% of the Hardship compensation payable to such erring member will be forfeited from the hardship compensation payable in terms of clause 25, provided however, if any member is prevented from handing over the possession for any reason beyond his control, then such member shall be given 10 days grace period for handing over the vacant possession of his/her existing flat.

(b) It is further agreed that in the event of, for reasons not of deliberate intention, inability of any member to deliver the possession of his/her existing flat/shop for the purposes of demolition within the said grace period as mentioned in sub-clause (a) above, the members collectively and severally do hereby authorize the Society to handover the possession of such flat/shop to the Developer for the purposes of demolition. In that event, the Developer shall not deduct any amount towards the hardship compensation payable to such respective member.

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27) Cheques for Hardship Compensation will be drawn in the individual name of existing members and will be handed over to the Society for distribution amongst its members and Developer shall not at any time be involved in the process of distribution of such hardship compensation amongst the members.

28) The Developer shall be entitled to appropriate the materials and debris of the old building salvaged on demolition of the existing buildings and dispose the same as they deem just and proper at their own discretion. Provided however Members will be entitled to retrieve their moveable belongings and furniture before the commencement of the demolition work but shall not remove any fittings and fixtures embedded to the wall and floor without the consent of the Developer.

29) The Developer is entitled to construct new building/s in place of the old buildings on the said Land by consuming maximum permissible Floor Space Index (FSI) in accordance with the plans, design and specifications approved by the society and sanctioned by the TMC or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property and other concerned competent authorities equipped with all the Amenities specified in Schedule of amenities herein below appearing. And if required load Transferable Development Rights ("TDR") and all other benefits in the form of any rights, advantages, FSI, benefits of substitutes of any FSI, and FSI available after payment of premium or otherwise howsoever in respect of the said Property.



30) The Developer shall provide to all existing 52 Members (46 residential flat holders & 6 shop holders) 40% additional carpet area in the following proportion: 25% additional RERA Carpet area of the new flat + 15% area in the form of benefits such as Flower bed, Dry balcony/service duct for new Flat and for Shop Owners 25% additional RERA Carpet area with 13.9 ft height and OTLA as per design and specification shown in the plan sanctioned by the Municipal Corporation or any other concerned State/Central/self government sanctioning Authority, as may be concerned with the development of the said property, free of cost. The Developer shall try to contain any variation to the minimum in the carpet area of the flats and shops to be provided to the existing members of the Society. However, for any technical constraints in the construction any increase or decrease in the area of the new individual flats and shops in the new building/s as per RERA is tolerable and acceptable to the parties herein. The developer shall take utmost efforts to ensure that there will be no negative tolerances for the members.

31) Any variation/deviation in the area of the new flat/shop as mentioned in Clause No.30 above shall be compensated by either of parties to the other who is put to suffer any disadvantage on account of such increase or decrease over and above as mentioned above at the rate Rs. 15,500/- (Rs. Fifteen Thousand Five Hundred Only) per sq. ft. of carpet area with effect from the date of Occupation Certificate.

B.B.	T.B.				