

4.14 Upon completion of the existing building in the year 1963, BMC has issued its Completion / Occupation Certificate; however, the Society & BMC does not have at present on its record either the original or a copy thereof.

4.15 Save and except as stated herein after there is no order of attachment and/ or injunction restraining the re-developer **any adverse judgment passed by any court of law**, concerning the said property or any part or portion thereof passed against the Society and / or the Members.

4.16 In case any litigation takes place hereafter as regards ownership of any of the members existing flat/s in the existing building, status quo would remain for the concerned members new flat/s, to be given in the new building in lieu of the members existing flat/s in the existing building.

4.17 That the Society in its name has the right to execute this Agreement with the Developer and that the registered Bye-Laws of the Society do not contain any provisions prohibiting the Society from execution of this Agreement.

4.18 That the Society will execute all papers, writings, documents and sign all plans, forms, applications as may be required by the Developer for being submitted to various authorities from time to time for obtaining the benefit of the FSI and TDR-FSI for constructing a building on the land after demolition of the existing building in accordance with the provisions of the DC Regulation and after obtaining sanction to the Building Plans, Intimation of Disapproval (IOD), Commencement Certificate (CC), Completion / Occupancy Certificate (OC) from BMC and for any other purposes envisaged in this Agreement.

4.19 The Society declares that the decision of the General Body of the Society appointing the Developer to construct the proposed multi storied new building on the plot as per the terms and conditions contained in this Agreement is binding upon the Society and consequently upon the Members and upon those claiming through the Members and neither the Society nor the Members or any person/s claiming through either of them shall have a right or authority to obstruct the construction of the new building or redevelopment of the property.

4.20 If any member has given his/her flat on leave and license basis to a licensee and he/she has undertaken to the Society that he/she will arrange to vacate the licensee from his flat as soon as the Developers give vacating notice to the Society. Except this, the Society or its predecessors in title or the Members have not created any tenancy, sub-tenancy, leave and license, lien, charge sub-lease mortgage or encumbrances of any nature whatsoever nor have they entered into any agreement or arrangement, joint venture, Agreement for Sale or any other writing for sale or assignment or development of the said Property or any part or portion thereof with any other person/s or third party.

4.21 The Society has represented to the Developers herein that out of total number of the existing flats of the members, only 1 (one) (flat nos. 8) is mortgaged to Banks/ Financial Organisation who have recorded their charge/ lien on the said flat. That such member is required to procure requisite consent/ NOC from the Bank/ Financial Organisation for the said proposed re- development or in the alternative procure a No lien Certificate from the said Bank before and or d.



[Signature]
Secretary

[Signature]
Chairman

[Signature]
Member

execute an Indemnity Bond, to indemnify the Society as well as Developers in the event Bank / Financial Organisation refuses to issue such NOC or the No Lien Certificate before the date of IOD. In case if such member fails to procure the above said clearance, then the Developers shall not be liable to execute an Agreement for Permanent Alternate Accommodation with such member till the time such member procures the documentary clearance from the Bank/ Financial Organisation but such member being duty bound to grant the vacant and peaceful possession of the existing flat with lock and keys to the Developers for demolition of the exiting building without any delay. The said members are required to comply with the above requirements.

4.22. The Society has given to the Developers, inspection of the original Agreements as well as Share Certificates from its members to ensure that the title documents pertaining to members flats are available and will also inform the members to give inspection of their original Agreements, Share Certificates and other documents to the Developers. In case any of the flats are mortgaged to Bank / Financial Institution the member will submit certified true copy of the Agreement and Share Certificate to the Society. On execution of Development Agreement the Society will obtain an Undertaking from its members that they will not deal with their flats without the prior written permission of Society as well as the Developers. In case of sale or transfer of the said flat the Society will obtain an Undertaking from the incoming member/s that they give their consent and abide by terms and conditions of redevelopment of property. In event, nominee or legal heir are enrolled as members similar Undertaking will be obtained from them.

5. **Acceptance of Title.** The Society had, before the execution of this Agreement, handed over to the Developers' Advocates copies of the title documents of the Property and shown the original title deeds, share certificates, etc. in respect of the Members Existing Flat. The Developers state that notwithstanding the representations of the Society, they have prior to the execution hereof investigated/caused to be investigated the title to the Property and the titles to the Members' Existing Flat and the shares held by the Members in the Society and have satisfied themselves with regard to the same and have accepted the same.

6. **Time for loading TDR/FSI and obtaining sanction of plans-**

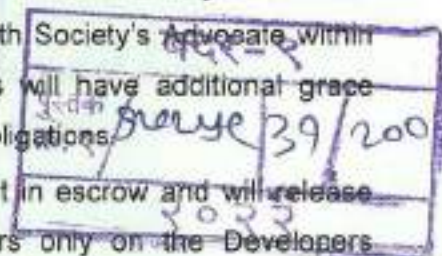
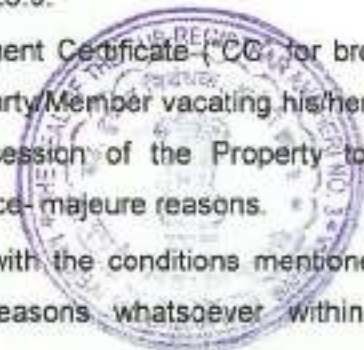
It is hereby clearly understood and agreed between the parties that notwithstanding anything contained herein, the compliance of the conditions contained in Clauses 6.2.1 to 6.2.6 hereof and within the time stipulated as per this Agreement are pre-requisites to the continuance of this Agreement.

वक-९ The Developer agrees that within 60 (Sixty) days, but in any event not later than 90 (Ninety) days, from the date execution of this Re-Development Agreement, (subject to force majeure),

२६२२ The Developer will obtain Intimation of Disapproval ("IOD") from the BMC in respect of the new building and will also load on the Plot the entire TDR/FSI that will be needed for the Project as per clause 6.2.2 below.



- 6.2.2. The Developer will purchase the TDR-FSI from the open market at the entire costs, charges and expenses of the Developer to the extent required, for being loaded on the land, for the construction shown on the plans annexed as Annexure "I" and Procure and load on the Plot the entire 100% TDR/FSI in the name of the Society and for the benefit of the Society at the entire costs and expenses of the Developer within 60 days after the completion of the Plinth of the proposed re-developed building.
- 6.2.3. The Developer will obtain from BMC, an IOD sanctioning the building plans, CC, OC, BCC and pay all required deposits, fees, premium etc., to the authorities concerned for the purpose of getting the building plans sanctioned in the name of the Society only, towards commencement and completion of the construction of the new building at the Developers own costs and expenses and the Society and the Members shall not be liable or responsible for the payment of the same in any manner.
- 6.2.4. The Developer will furnish to the Society certified copies of (a) the agreements (duly stamped) for acquiring TDR / FSI along with the D.R. Certificates evidencing loading of the entire TDR/FSI and Fungible FSI required for the Project, & (b) the Intimation of Disapproval (IOD) with the plans duly sanctioned by the BMC in respect of the New Building (for the Total FSI). Note: Certified copies of the TDR Agreements, D.R. Certificate, IOD, Approved plans will be handed over to the Society within five days of obtaining the same.
- 6.2.5. The Developer shall be entitled to put up and / or erect sign boards upon the said property as also issue advertisements in the News Papers and other medias only after purchase of TDR - FSI by the Developer, to announce the sale of Developers sale flats as per approved plans of the new building except the two flats on lien with society as per clause 25.9.
- 6.2.6. The Developer will procure First Commencement Certificate (CC, for brevity) within 60 (Sixty) days of the last Confirming Party/Member vacating his/her Flat and the Society handing over vacant possession of the Property to the Developer unless the same is restrained by force majeure reasons.
- 6.3. In the event the Developers do not comply with the conditions mentioned in Clauses 6.2.1 to 6.2.6. hereof for any reasons whatsoever within the respectively mentioned stipulated period.
- 6.3.1. The Developers will be required to purchase & load the entire 100% TDR/FSI within 60 days of completion of the Plinth. However if the Developer is unable to Load the entire 100% TDR/FSI within 60 days, then the Developer will deposit with the Society's Advocates the requisite funds required to purchase the entire 100% TDR/FSI at the then prevailing market rate, with the Society's Advocate within 30 days. On deposit of the said amount with Society's Advocate within the said 30 (Thirty) days period, the Developers will have additional grace period of 30 (Thirty) days to comply with the said obligations.
- 6.3.2. The Society's Advocates will hold the said amount in escrow and will release the same without any interest to the Developers only on the Developers



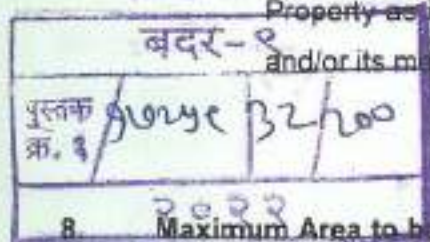
For Ideal Manohar C.H.S. Ltd.
 Secretary / Chairman / Member

complying with their obligations mentioned in Clauses 6.2.1 to 6.2.3 above, and will give the interest accrued thereon to the Society.

- 6.4 The Developer hereby agrees to complete the new building as per plan sanctioned by the BMC within a period of 24 months from the date of First Commencement Certificate. All applications, papers and documents as may be required by the developer for the purpose of sanctioning of Plan, Revised/Amended plan, any Addition/ Alteration of the sanctioned building plan, for the Members New Flats will be submitted by the Developer with prior written signed consent of the society's Project Consultant and Society Authorized Representative.

7. Consequences of TDR not being loaded-

- 7.1. If the Developers fail to deposit with the Society's Advocate the requisite funds as per Clause 6.3.1, and even if they have deposited such amount, the Developers fails to comply with the conditions mentioned in Clauses 6.2.1 to 6.2.3 within the 30 (Thirty) days extended grace period, then unless Society extends in writing the period for compliance of the above referred obligations, upon granting an opportunity to the Developers to grant written explanation for such delay with supporting documents.
- 7.1.1. this Agreement will be deemed to have come to an end to all intents and purposes, and the monies paid to the Society (as per Clause 11 hereof) and to the Members (as per Clause 11.3.1 hereof) will be refunded by Pay Orders to the Developers without any interest.
- 7.1.3. all documents given by the Society/members to the Developers and/ or to their architects or obtained from BMC any other concerned authorities will forthwith be handed over to the Society by the Developers without any claims or otherwise.
- 7.1.4. the Developers will not be entitled to claim any reimbursement of costs, direct or indirect, incurred by them (including costs of acquiring and loading TDR/FSI if already procured/ loaded by the Developers, fees of professionals, contractors, workmen or any other persons engaged/ employed for the Project, damages, stamp duty, GST or any other duties paid, etc.) from the Society/ members nor will the Developers have any rights or claims of any nature whatsoever over or to the Property or any part thereof or against the Society or any of its members or under this Agreement.
- 7.1.5. The Society is entitled to appoint and hand over project to any other developer, contractors, architect or consultants of the Society's choice or deal with the Property as it will deem fit and without any rights or claims against the Society and/or its members of any nature whatsoever.



8. Maximum Area to be developed-

- 8.1. The Developers have physically verified and satisfied themselves about the boundaries and user of the Plot and the areas of (i) the Plot, (ii) the Existing Building, (iii) the Members Existing Flats. The Developers have also made



enquiries and satisfied themselves on issues that have a bearing on the Project including set-back area, height restrictions, if any, the primary FSI available in respect of the Plot, the TDR/ FSI, Premium FSI and Fungible FSI permissible/ that may be available for development under the D.C. P. Regulations. The Developers have accepted the areas of the Members' Existing Flats as mentioned in Annexure "C" hereto.

- 8.2. For the Re-Development of the Property, the Developers can utilize up to 2.97 Total FSI, and no further. If there is any change in the D.C. P. Regulations or any other applicable law whereby any FSI / TDR beyond the Total FSI OF 2.97 equivalent to permissible built up area of 1837.56 sqmt equivalent to 19780 sqft. can be utilized on the Plot or if any additional FSI / TDR / Additional construction is possible in any manner howsoever, the same will be shared between the society and the Developers in the manner and proportion mentioned in Clause 3.3.

The Developers is aware that the development potential of the Land is 1837.56 sqmt equivalent to 19780 sqft. and the Developers has submitted his offer letter dated 15.04.2022 on the above development potential. If in future there is any increase or decrease in redevelopment potential on account of change in Government Policy both the parties will amicably settle the same by recording Supplemental Development Agreement.

The Developers will not be entitled to rescind this Agreement or stop or delay the Re-development of the Property or reduce the sizes of any of the Members' New Flats or the compensation amounts agreed to be paid to the Society and/or to the Members or otherwise dilute any terms of this Agreement in the event there is any decrease in the Total FSI available for the Re-development or due to any change in any policies, rules or regulations of any authorities including the BMC, State Government or Central Government or due to any orders passed by any Court staying or restricting the use of FSI and/or TDR/ FSI and/or Fungible FSI and/or Premium FSI or for any other reason whatsoever.

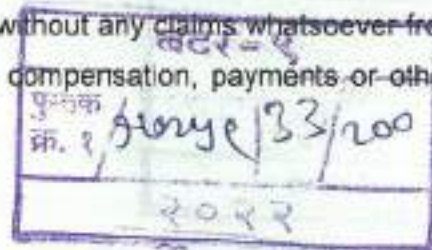
- 8.4. In the event any part of the Total FSI is not utilized in the Project for any reason whatsoever at the time granted for obtaining the Full Occupation Certificate then notwithstanding anything contained herein, the right of the Developers to utilize the residue of the Total FSI will automatically end to all intents and purposes and the same will belong to the Society without any claims whatsoever from the Developers by way of reimbursements, compensation, payments or otherwise howsoever.

9. The New Building-

9.1. That the Developer shall make all endeavors to get the proposed plan sanctioned for the proposed building/s consisting of atleast stilt / podium + 11 upper floors with provision of parking as per the requirement of the BMC, which shall consist of residential flats. That the proposed new building/s shall comprise of 12 (TWELVE) residential flats for the existing members and 9 (NINE)

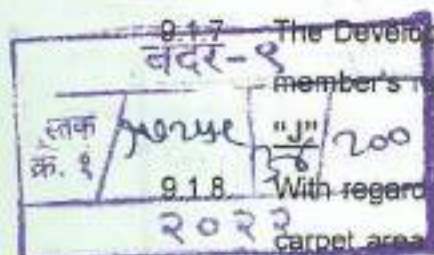
For Ideal Manohar C.H.S. Ltd.

S.A. Munde / R.S. Juller
Secretary / Chairman / Member



Residential flats for new purchasers. It is agreed by and between the parties hereto that the Developer shall provide new flats/ premises to each of the Existing Members in the manner as appearing in the proposed plans approved by the society and that the allotment of the individual flats/ premises of the existing members shall be annexed herewith. The Developers will construct the New Building which will comprise of 12 Floors.

- 9.1.1. 12 car-parking (one each) at Developers cost for the 12 Members and 13 car parking for the Developer's sale flats
- 9.1.2. Stilts at ground level which will contain the entrance lobby, meter rooms and other utility areas, car-parking area.
- 9.1.3. 11 or more floors above the stilts/podium (as permitted by the D.C.P. Regulations) which will contain inter alia the Members' New Flats (on lower floors) and the Developers' Sale Flats (above the Members' New Flats).
- 9.1.4. Refuge areas will be provided as per the D.C.P. Regulations. The Developers do not have the right to and agree not to create any rights in favor of any flat purchasers in respect of the refuge areas, and access to the same will not be restricted in any manner. The refuge areas will be a common area belonging to the Society, and no flat-owner will have the exclusive use thereof nor will the Developers sell/ allot the refuge areas to any purchaser(s) of the Developers' Sale Flats.
- 9.1.5. The Developer will provide office premises for the society of an area as permissible by the BMC, and construct toilet at Developers cost for the Watchman on the Ground Floor of the New Building as provided by the DCPR 2034.
- 9.1.6. The parties hereby agree that the members existing flats in the existing building shall be shifted one floor up due to car parking in the new building subject to the planning factors. However, it is made clear that in event of members/confirming party seeking to acquire extra additional area and the same is not available on the said floor, the Developer will, at its sole discretion as may be possible, be entitled to shift the said members new flat on any other floor for such agreed terms and conditions mutually decided between such member and the Developers and no other confirming party/member/s shall have any objection of whatsoever nature. Since, the allocation of the said new flats of the existing members has already been confirmed and fixed, therefore, the same shall not be changed for any reasons whatsoever.



- 9.1.7. The Developer will, at its own costs and expense, provide amenities in the said member's new flats as per a list which is annexed hereto as the **ANNEXURE**

- 9.1.8. With regard to the Members wanting to have an area in excess of 35% RERA carpet area over and above the present carpet area in their occupation as set out in **Annexure "C"** the said Members and the Developer shall enter into a separate agreement recording the terms, conditions and consideration agreed upon by and between them after the plans are sanctioned by the authorities. That 4 (four) existing members have shown their readiness to purchase



For Ideal Manohar C.H.S. Ltd.
[Signature] Secretary / *[Signature]* Chairman / *[Signature]* Member

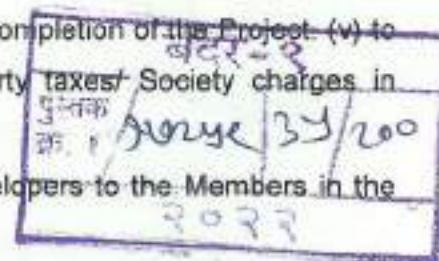
additional area over and above the existing area and 35% extra RERA Carpet Area offered by the Developers under the Proposal.

10. Gist of compensation payable by the Developers-

- 10.1. In consideration of the Re-development rights in respect of the Property having been granted to the Developers, the Developers have agreed: -
 - 10.1.1. to pay to the Members a hardship compensation of Rs. 3000/- (Rupees Three Thousand Only) per sq. ft. of existing carpet area as per Annexure "F" (detailed provisions of which are mentioned in Clause 11 hereof).
 - 10.1.2. to construct the Members' New Flats for the Members, at Developers cost (detailed provisions of which are mentioned in Clause 12 hereof)
 - 10.1.3. to pay to each Member relocation compensation for alternate accommodation to be arranged by each Member, on his own, calculated from the date of the license being granted by the Society to the Developer to enter upon the Property for purposes of Re-Development (the Members having prior thereto vacated the Members' Existing Flat) up to the end of the thirty-day Possession Notice (details of which are mentioned in Clause 13 hereof).

11. Details of the Payments to the Members-

- 11.1. As mentioned in Clause 10 hereof, the Developers have agreed to pay to each of the Members an amount as compensation for the hardship that the Members would suffer during the period the property is under development an amount calculated at the rate of Rs 3000/- (Rupees Three Thousand only) per square foot of the existing carpet areas of each of the Members' Existing Flats, aggregating to Rs. 1,99,80,000/- (Rupees One Crore Ninety- Nine Lakhs and Eighty Thousand Only).
- 11.2. The aforesaid hardship compensation is a predetermined lump sum amount payable to the Members (i) for having given concurrence and consent for the Re-development of the Property (ii) for alleviating the hardship that the Members will have to endure on account of shifting out of the Members' Existing Flats to facilitate the Re-development of the Property, and shifting back to the Members' New Flats on completion of the new Building, (iii) for allowing the Developers to demolish the Members' Existing Flat, (iv) for having agreed to share the common areas with more persons on completion of the Project (v) to help members meet the increase in the property taxes/ Society charges in respect of the Members' New Flats.
- 11.3. The aforesaid amount is being paid by the Developers to the Members in the following instalments-
 - 11.3.1. First Installment of 33.33 percent of the agreed amount (aggregating to Rs 66,60,000/- (Rupees Sixty Six Lakhs and Sixty Thousand only) by way of NEFT / RTGS / Pay Order in favor of the Members have been paid to the Members on the execution hereof (the receipt whereof is acknowledged by the Members).
 - 11.3.2. Second Installment of 33.33 percent of the agreed amount (aggregating to Rs 66,60,000/- (Rupees Sixty Six Lakhs and Sixty Thousand only) by way of NEFT / RTGS / Pay Order in favor of the Members will be paid on each of the Members' Existing Flats being vacated for purposes of Re-Development.



For, Ideal Manohar C.H.S. Ltd.
 Secretary / Chairman / Member

11.3.3. Third installment of 33.33 percent of the agreed amount (aggregating to Rs 66,60,000 /- (Rupees Sixty Six Lakhs and Sixty Thousand only) will be paid on completion of 9 (Nine) months from the date the Members' Existing Flat were vacated for purposes of Re-Development by 12 Post Dated cheques in favor of the Members. The postdated cheques of Third Installment will be handed over at the time of Members' Existing Flat being vacated for purposes of Re-Development.

11.3.4. Annexed hereto and marked **Annexure "F"** is a statement of the amounts (hardship compensation) payable to each Member.

12. Details of the Members' New Flats. As mentioned in Clause 10 hereof, the Developers will construct the Members' New Flats for the Members on the following other terms & conditions:

12.1. The Developer hereby agrees to provide to each Confirming Party/Member, Permanent Alternate Accommodation, in lieu of his/her existing flats with an area that shall comprise of the existing member's existing Carpet Area plus 35% additional area equivalent to areas mentioned in Annexure G (at the Developers cost), along with extra additional area, if any, purchased by the member/confirming parties; in what is popularly known as "on ownership basis" in the New Building to be constructed by the Developer on the Property more particularly described in the **Annexure "G"** here under written. The final RERA Carpet area shall always be subject to a construction variation which, would be upto (+/-) 5 Sq Ft out of the total RERA Carpet area of the new flat, which either party shall tolerate. In case if the variation exceed/ fall below the above mentioned permissible limit then the benefiting party shall compensate the aggrieved party at the prevailing market rate of Rs 55000 per sq ft for such variation i.e. which shall exceed or fall below the permissible limit.

12.2. The Members, at the Special General Body Meeting of the Society held on 30/10/2022 decided upon the allocation of the Members' New Flats in the New Building.

12.3. The Members' New Flats will be located from the first residential floor and upwards of the New Building (so as to cover the lower residential floors of the New Building ('first residential floor' being the floor containing residential flats directly above the car parking floor/s).

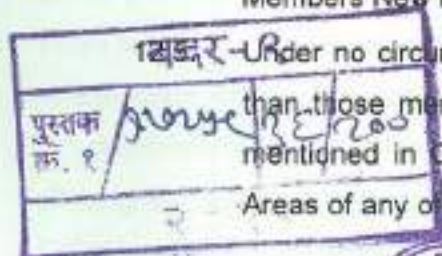
12.4. A detailed statement of the Members' New Flats is annexed hereto and marked **Annexure "G"**, in which-

12.4.1. Column 'B' lists the names of the Members;

12.4.2. Column 'C' gives details of each of the Members' Existing Flats;

12.4.3. Column 'D' gives the flat numbers, floors and RERA Carpet Areas of each of the Members New Flats.

Under no circumstances will the Carpet Areas of Members' New Flats be less than those mentioned in Annexure "G" save and except the variation clause mentioned in Clause No. 12.1 as in this Agreement. If however, the Carpet Areas of any of the Members' New Flats exceed the Carpet Areas mentioned in



For Ideal Manohar C.H.S. Ltd.
S.A. More / J.S. Dutt /
Secretary / Chairman / Member

Annexure "G", the Society and/or the Members will not be required to pay/compensate/ reimburse the Developers for the same.

12.6. It is clarified that in calculating and computing the carpet area of the Members' New Flats-

12.6.1. the measurement will be taken of the finished flat and from "wall to wall" and not "skirting to skirting"

12.6.2. the area of the columns projecting within the Members New Flats will be deducted/ excluded;

12.6.3. enclosed balconies shall be included in the computation of carpet area.

12.6.4. Drying balconies, niches, ducts, flower beds and any other elevation features that are not included in the calculation of FSI will not be included in the calculation of the carpet areas of the Members' New Flats.

12.6.5. The Parties agree that if there are any contradictions between the provisions of this Re-Development Agreement and provisions of any applicable law, the parties will comply with the relevant provisions of applicable law in force, except that the definition of pure carpet area of the Members/Confirming Parties in the New Residential flats will be as per this Re-development agreement.

12.7. The height of each of the Members' New Flats will be minimum (9-6") (nine feet six inches) (finished Floor to plastered and painted ceiling) as provided and allowed by the BMC

12.8. Proposed floor plans in respect of the Members' New Flats are annexed hereto and marked Annexure "H". A schematic plan of the New Building (on which location of each of the Members' New Flats on each floor and the orientation of each of the Members' New Flats in the New Building) is annexed hereto and marked Annexure "I". The Developer shall not alter / amend the said Plan unless the same has been approved in writing by the Member/s affected by such alteration / amendment. If any modifications and / or alterations that the Developer desire and / or is proposed by BMC, the Developer shall carry out such modification only after obtaining prior express written approval of the Society. Only minor alterations required by the authorities to be made to the plans of the New Building (which do not change the height, areas, dimensions, floors, and orientation of the Members' New Flats) and which are approved by the PMC and the Managing Committee, are permitted.

12.9. The Members' New Flats will be provided with the Amenities listed in Annexure "J" annexed hereto. Under no circumstances will the Amenities be less than those agreed to be provided as per Annexure "J". If, however, the Developers provide further or better amenities than those listed in Annexure "J", the same will be done at the costs of the Developers alone, and the Society and/or its Members will not be required to compensate/ reimburse the Developers for the same unless such better amenities have been provided at the request of the Society and/or its Members. The Developers will, around the time of casting the fifth or sixth slab of the New Building, make a sample flat and fit the same with the amenities that they will be providing in the Members' New Flats. The same will be inspected by the Managing Committee along with the PMC and on the

For Ideal Manohar C.H.S. Ltd.

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H. S. Lulla



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Secretary / Chairman / Member

written approval thereof by the Managing Committee, the Developers will provide the amenities approved in such sample flat in all of the Members' New Flats. Changes to the amenities suggested by the Managing Committee will be accepted by the Developers.

12.10. Individual Permanent Alternative Accommodation agreements (of the form to be approved by the Society) will be executed & registered by and between the Developers, the Society and each Member to confirm the rights, shares and title of each Member to the respective Members' New Flats, within 30 days on obtaining IOD. The Stamp duty, GST, Registration fees and expenses on all such individual agreements will be borne and paid by the Developers alone.

12.11. No alteration whatsoever is permitted to be made by the Members to the size or location or plumbing lines of the kitchens, bathrooms/ toilets of the Members' New Flats. If any other change is sought by any member as to the floor, size or amenities of his/ her new flat within the specifications prescribed in Annexure "G" & "J", he/she shall deal directly with the Developers and if the same is agreed upon (and without affecting the flats of the other members), the same will be carried out. The other members shall not raise any objection to any such agreed changes in size and amenities that may be agreed upon by the Developers with any particular member. It is however clearly understood and agreed that no member will make any changes to their flats so as to affect the elevation of the New Building.

13. **Provisions for Temporary Accommodation.** Since the Members will have to move out of the Members' Existing Flats to facilitate the demolition of the Existing Structures and the construction of the New Building, it is hereby agreed between the parties as follows: -

13.1. **Displacement Hardship Compensation.** The Members shall make their own arrangements for temporary accommodation elsewhere and in lieu thereof each Member will be paid Displacement Hardship Compensation as mentioned in this Agreement for the entire period from the date license is granted to the Developers to enter upon the Property for Re-Development till the expiry of the thirty day Possession Notice received by the Society along with Full Occupation Certificate (hereinafter referred as OC) and Building Completion Certificate (hereinafter referred as BCC).

13.1.1 The Developer hereby agrees to pay to each Confirming Party/Member for first 12 (Twelve) months Displacement Hardship Compensation in advance @ of Rs. 111/- (Rupees One Hundred and Eleven only) per Sq. ft. of the existing residential flats pure carpet area in a Single First Instalment payment by way of NEFT / RTGS. The payment will be made upon the Members vacating their respective Flat and handing over vacant possession of the entire Property to the Developer at a mutually agreed date and time, subject to the Developers having fulfilled their obligations mentioned in Clauses 16.1.1 to 16.1.4 hereof.

13.1.2 Thereafter 30 (Thirty) Days prior to completion of 12 months of the mutually agreed date of hand over of vacant possession, the Developer will pay to each Member for next 6 (Six) months' DISPLACEMENT HARDSHIP COMPENSATION in advance @ of Rs. 111/- (Rupees One Hundred Eleven

For Ideal Manohar C.H.S. Ltd.

S.R. Morde Secretary / Chairman / Member

