

DECLARATION

TO WHOMSOEVER IT MAY CONCERN

We, **M/S. REDDY BUILDERS & DEVELOPERS**, a partnership firm registered under the provisions of the Partnership Act, 1932 and having its principal place of business at Reddy House, Opposite Dena Bank, Marve Road, Malad (West), Mumbai 400 064 and having (1) **Mr. Vishal Rajgarhia**, (2) **Mr. Jagdish M. Gupta**, (3) **Mr. Navin Pansari** and (4) **M/s. Oregon Hills LLP** and (5) **Mrs. Pinniti Sreeram Satya Reddy** as partners, do hereby solemnly state and declare as under:

1. We are undertaking development/re-development of all those pieces and parcels of land admeasuring 19,259.62 square meters and bearing CTS Nos. 49 (part), 50-A (part) and 55 (part) of Village Pahadi Goregaon (West) situate, lying and being at Yashwant Nagar, Goregaon (West), Taluka Borivali, P/S Ward of MCGM, Mumbai – 400 062 ("**Project**") and have registered the same with the Maharashtra Real Estate Regulatory Authority under the name of Oregon Hills under MahaRERA No. P51800006729.
2. The registered real estate project comprises of Rehab Building No.1, Rehab Building No. 2, Rehab Building No. 3, Rehab Building No. 4, Wing A, Wing B and Wing C of the free sale building ("**the Real Estate Project**"). It is further clarified that we have inadvertently registered Rehab Building No. 1, Rehab Building No. 2, Rehab Building No. 3 and Rehab Building No. 4 (collectively, "**Rehab Buildings**") as part of the Real Estate Project though they are not going to be marketed/sold and therefore don't require registration under section 3 of the RERA. We hereby declare and confirm the aforesaid Rehab Buildings were never intended to be and do not form part of the Real Estate Project registered with this Authority and the Real Estate Project only comprises of the Sale Building/s.
3. Prior to this, the Real Estate Project was to be developed jointly by us along with one Supreme Innovative Building Projects Private Limited ("**SIBPPL**"), hence, we had also added the name of SIBPPL as the co-promoter/promoter in the landowner/investor section at the time of registration.
4. By and under Deed of Cancellation dated 5th July, 2019 executed *inter alia* by and between ourselves and SIBPPL, the right, title and interest of SIBPPL in the said Real Estate Project stands cancelled and revoked in the manner and on the terms

and conditions as set out therein. A copy of the aforesaid Deed of Cancellation (without annexures) is annexed hereto as **Annexure "A"**.

5. The allottees already have knowledge of the exit of SIBPPL and cancellation of their rights qua the said Real Estate Project, and more than 2/3rd allottees have already consented to inclusion of another promoter/co-promoter in their place and stead.

6. By and under a Joint Development Agreement dated 14th Feb 2020 executed by and between ourselves and Chandak Realtors Private Limited ("CRPL") and registered with the office of Sub-Registrar of Assurances under Serial No. BRL-6-3101-2020 we along with CRPL have agreed to jointly undertake the development/re-development of the free sale component of the said Project i.e. the Real Estate Project (as detailed and clarified in the paragraph 2 hereinabove) in the manner and on the terms and conditions as set out therein. A copy of the aforesaid Joint Development Agreement dated 14th Feb 2020 is annexed hereto and marked as **Annexure "B"**.

7. In light of the aforesaid, the name of CRPL will be included as promoter/co-promoter in the land owner/investor section in place of SIBPPL.

8. It is hereby declared and confirmed that irrespective of the new arrangement with CRPL, our status as promoter of the Real Estate Project remains unchanged and we continue to remain the promoters in terms of the Real Estate (Regulation & Development) Act, 2016, as amended from time to time ("**RERA**"). Further, the rights of all of the allottees in the project remain unaffected despite aforesaid arrangement with CRPL.

9. Further, we are in the process of amending, modifying and revising the sanctioned plans uploaded at the time of registering the Real Estate Project (which now comprises of Sale Building/s viz., A to F) with this Authority. We have obtained the necessary 2/3rd consent of the allottees in terms of section 14 of the RERA and shall upload the amended layout plan on the Authority's website once sanctioned by the competent authority.

Dated 14th of February, 2020

SIGNED and DELIVERED by
the withinnamed **M/S. REDDY**)
BUILDERS & DEVELOPERS,)
through its partners viz.,)
1. **Mr. Vishal Rajgarhia**)

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2. Mr. Jagdish M. Gupta



3. Mr. Navin Pansari

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4. Mrs. Pinniti Sreeram Satya Reddy

P.S.SATHYAREDDY.

5. Oregon Hills LLP through its Authorized Partner/s,

a. Mr. Nalin Jagdish Gupta

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b. Jaiambe Trading LLP, through hands of its partner Mr. Sushil Kumar Rajgarhia duly authorised vide Resolution passed at the meeting of the partners of the LLP held on 3rd Feb 2020



c. Long Life Realtors LLP through hands of its partner Mr. Sushil Kumar Rajgarhia duly authorised vide Resolution passed at the meeting of the partners of the LLP held on 3rd Feb 2020



d. Anpy Enerprises LLP through hands of its partner Mr. Navin Pansari duly authorised vide Resolution passed at the meeting of the partners of the LLP held on 3rd Feb 2020

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e. Pashin Buildtech LLP through hands of its partner Mr. Vasant Agarwal duly authorised vide Resolution passed at

V. Agarwal

the meeting of the partners)
of the LLP held on 3rd Feb.)
2020)

f. Pecan Management)
Consulting LLP through)
hands of its partner)
Mrs. Barkha V. Sharma)
duly authorised vide)
Resolution passed at the)
meeting of the partners of)
the LLP held on 3rd Feb 2020)

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in the presence of ...)

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2. )



CHALLAN
MTR Form Number-6

Annexure - A



GRN	MH003329245201920E	BARCODE			Date	28/06/2019-12:29:58	Form ID	
Department				Inspector General Of Registration				
Type of Payment				Non-Judicial Stamps General Stamps SoS Mumbai only				
Office Name				GENERAL STAMP OFFICE MUMBAI				
Location				MUMBAI				
Year				2019-2020 One Time				
Account Head Details				Amount In Rs.		Premises/Building		
0030056201 General Stamps				500.00		REDDY BUILDERS AND DEVELOPERS		
						REDDY HOUSE 1ST FLOOR		
						MARVE ROAD		
						MALAD WEST MUMBAI		
						PIN		
						4 0 0 0 6 4		
				Remarks (If Any)				
				CANCELLATION DEED				
						Amount In		
						Five Hundred Rupees Only		
Total				500.00		Words		
Payment Details				STATE BANK OF INDIA				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
				Bank CIN	Ref. No.	00040572019062821276	IK0ACNLEP1	
Cheque/DD No.				Bank Date	RBI Date	28/06/2019-12:30:33	Not Verified with RBI	
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 8108811099

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

DEED OF CANCELLATION

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This **DEED OF CANCELLATION** ("this Deed") is executed at Mumbai on this 5th day of July, 2019, by and between:

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M/S. REDDY BUILDERS & DEVELOPERS, a partnership firm registered under the provisions of the Partnership Act, 1932 and having its principal place of business at Reddy House, Opposite Dena Bank, Marve Road, Malad (West), Mumbai - 400 064 and having (1) Shri. Jagdish Gupta (2) Shri. Navin Pansari (3) Shri. Vishal Rajgarhia and (4) M/s. Oregon Hills LLP through its Authorized Representative Shri. Nalin J. Gupta, as its only partners (hereinafter referred to as "**the RBD**" or "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last surviving partner) of the **FIRST PART**;

AND

SUPREME INNOVATIVE BUILDING PROJECTS PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Supreme House, Plot No. 94/C, Pratap Gad, Opp. IIT Main Gate, Powai, Mumbai - 400 076, hereinafter referred to as "**SIBPPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **SECOND PART**;

AND

SUPREME INFRASTRUCTURE LIMITED, a Company incorporated under the Indian Companies Act, 1956 and having its registered office at Supreme House, Plot No. 94/C, Pratap Gad, Opp. IIT Main Gate, Powai, Mumbai - 400 076, hereinafter referred to as "**SIL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **THIRD PART**;

RBD, SIBPPL and SIL are hereinafter collectively referred to as "**the Parties**" and individually as a "**Party**".

WHEREAS:

A. The Developer is undertaking development / re-development of all those pieces and parcels of land admeasuring 19,259.62 square meters and

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bearing CTS Nos. 49 (part), 50-A (part) and 55 (part) of Village Pahadi Goregaon (West) situate, lying and being at Yashwant Nagar, Goregaon (West), Taluka Borivali, P/S Ward of MCGM, Mumbai – 400 062 (**"the said Land"**) together with the structures standing thereon are hereinafter collectively referred to as **"the said Property"** under the provisions of Regulation 33(10) of the DCR and DCPR (**"the Project"**). The said Land is more particularly described in the **Schedule** hereunder written and more particularly delineated by black colour boundary on the plan more particularly annexed hereto as **Annexure "A"**;

- B. By and under Joint Venture Agreement dated 25th February, 2013 (**"Joint Venture Agreement"**) executed by and between RBD, SIBPPL and SIL, RBD and SIBPPL agreed to undertake in joint venture, development / re-development of the Free Sale Land (as defined therein) in the manner and on the terms and conditions as more particularly set out therein. SIL executed the Joint Venture Agreement for the limited purpose of agreeing and undertaking to ensure that all the obligations, roles and responsibility of SIBPPL as provided in the Joint Venture Agreement are fulfilled and performed by SIBPPL.
- C. Pursuant to further discussions and negotiations had by and between the Parties; the Parties agreed to modify the Joint Venture Agreement and execute a sub-development agreement as setout in the Recital D below. However, the Parties have not executed any formal deed of cancellation of the Joint Venture Agreement.
- D. By and under Sub-Development Agreement (**"Sub-Development Agreement"**) executed by and between the RBD, SIBPPL and SIL, RBD granted sub-development rights with respect to the Free Sale Land (as defined in the Sub-Development Agreement) to SIBPPL, in the manner and on the terms and conditions as more particularly set out therein. SIL agreed to execute the Sub-Development Agreement for the limited purpose of agreeing and undertaking to ensure that all the obligations, roles and responsibility of SIBPPL as provided in the Sub-Development Agreement are fulfilled and performed by SIBPPL.
- E. The Developer and SIBPPL have duly registered 'OREGON HILLS' as a 'real estate project' with MAHARERA under the provisions of RERA vide Registration No. P51800006729.

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F. The Developer has sold / allotted an area admeasuring about 3224.16 square meters (carpet) in the free sale buildings proposed to be constructed on the free sale land forming part of the said Land ("**RBD Committed Area**") to various purchasers / allottees and have also issued allotment letters with some of such purchasers / allottees. Under the entitlements of saleable area under the Joint Venture Agreements and Sub-Development Agreement, SIBPPL has sold / allotted an area admeasuring about 6235.29 square meters (carpet) in the free sale buildings proposed to be constructed on the free sale land forming part of the said Land ("**SIBPPL Committed Area**") to various purchasers / allottees and have also issued allotment letters / reservation letters with some of such purchasers / allottees. The RBD Committed Area and SIBPPL Committed Area are hereinafter collectively referred to as the "**Committed Area**". A statement identifying the Committed Area, the respective purchasers / allottees thereof, document executed with such purchasers / allottees, the advances received by the RBD and SIBPPL from the respective purchasers / allottees of the Committed Area and the outstanding amounts to be received from the purchasers / allottees of the Committed Area, is set out in **Annexure "B"** hereto.

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G. Pursuant to the discussions and negotiations held by and between the parties, the parties have mutually agreed irrevocably cancel, terminate, rescind and revoke the Joint Venture Agreement and Sub-Development Agreement and have agreed to execute this Deed of Cancellation in this regard.

NOW THIS DEED WITNESSETH and it is hereby agreed by and between the Parties hereto as under:

1. Recitals herein shall form an integral part of this Deed.
2. The Parties doth hereby mutually terminate, rescind, revoke and cancel the Joint Venture Agreement and the Sub-Development Agreement and the transaction contemplated therein as per the terms and conditions as set out therein save and except the confirmation / settlement of "SIBPPL Committed Area" which is now responsibility of RBD.
3. The originals of the Joint Venture Agreement and Sub-Development Agreement are simultaneously herewith physically cancelled and are annexed hereto and marked as **Annexure "C"**.

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4. The parties have duly finalised and settled all their accounts under the Joint Venture Agreement and Sub-Development Agreement and nothing is due and payable by RBD to SIBPPL and SIL and vice-versa. It is further clarified that there are no claims of either party on each other.
5. SIBPPL and SIL hereby cease to have any right, title and/or interest in the said Joint Venture Agreement, Sub-Development Agreement, the Project (including the free sale component thereof), the said Property, etc. of any nature whatsoever. On and from the date hereof RBD shall be solely and absolutely entitled to develop / redevelop the said Property and execute the Project in the manner as RBD deems fit without any reference to SIBPPL and SIL.
6. SIBPPL and SIL hereby covenant, undertake and agree that they shall not interfere in the execution of the Project and/or make any claims in respect of the Project (including the free sale component thereof) and/or any benefits arising therefrom in any manner whatsoever.
7. In view that the Parties have mutually cancelled, rescinded and terminated the said Joint Venture Agreement and the Sub-Development Agreement, (i) all the right, title, interest and any other benefit or entitlement of any nature whatsoever granted therein and (ii) all the obligations, covenants, restrictions etc. as contemplated therein, shall also ipso facto be terminated and cancelled and the Parties hereby acknowledge and confirm the cancellation of the same.
8. The ownership of the Project (including the free sale component thereof) and/or all right, title, benefit arising therefrom shall on and from the date hereof solely belong to RBD and RBD is duly entitled to deal with and dispose of the same in the manner it deems fit.
9. The Parties shall within a period of ____ days from the date hereof obtain consent of the purchaser of the premises forming part of free sale component of the Project sold by RBD and/or SIBPPL and thereupon jointly make an application to MahaRERA for removing SIBPPL as a Promoter of the Project and get approval from the MahaRERA within a period of ____ days from the date hereof.
10. Notwithstanding anything contained hereinabove or any other document between the parties it is explicitly agreed between the parties that the sole responsibility to settle the buyer / allottee / purchasers etc and honouring the documents entered

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into between SIBPL and the proposed flat buyers / owners / allottees etc. for the SIBPL Committed area shall be sole responsibility of RBD.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED)

by the withinnamed)

M/S. REDDY BUILDERS & DEVELOPERS)

through its partners)

1. Shri. Jagdish Gupta)

2. Shri. Navin Pansari)

3. Shri. Vishal Rajgarhia)

4. M/s. Oregon Hills LLP through its Partner)
Shri. Nalin J. Gupta)

in the presence of ...)

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2.)

SIGNED AND DELIVERED)

by the withinnamed)

SUPREME INNOVATIVE BUILDING PROJECTS)

PRIVATE LIMITED through its Director)

Vikram Sharma)

in the presence of ...)

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2.)

SIGNED AND DELIVERED)

by the withinnamed)

SUPREME INFRASTRUCTURE LIMITED)

in the presence of through its Director)

1.)

2.)

SK Gupta

Navin

VNR Rajgarhia

Nalin J. Gupta

For Supreme Innovative Building Projects Pvt. Ltd.

B Sharma

Director

FOR SUPREME INFRASTRUCTURE INDIA LIMITED

Vikram



Annexure "B"
(Copy of the Joint Development Agreement)

