We, Mr. Anil Goenka/Mrs. Uma Goenka, Indian Inhabitant (s) residing at B-403, Aster Tower, Gen A.K. Vaidya Marg, Opp Film City Road Malad, Mumbai-400097. (which expression shall, unless it is repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators) do / doth herby agree and consent:

IN FAVOUR OF M/s SPAN VENTURE a partnership firm registered under the provisions of the Indian Partnership Act 1932 vide registration No MA-35968 and having its office at Ground Floor, A wing, Samriddhi, Indralok Ghodbunder Link Road, Indralok Complex, Bhayander (East), Thane-401105 (PROMOTER") (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

## as follows:

By an allotment letter dated 16/01/2014 made and entered into between yourselves, therein referred to as (PROMOTER") of the One Part and myself / ourselves therein referred to as Purchaser/s of the Other Part and allotment letter dated 16/01/2014 ("said allotment letter"), the Promoter has agreed to allot to me/us, B-703 admeasuring 87.60 sq mtrs Carpet area on 7th floor of Wing "B" in the project known as Span Trident Wing B ("said project") registered (Project registration No – P51700005406) with MahaRERA proposed to be constructed on land admeasuring 22956 sq mtrs forming part of land bearing Survey No. 237 ('said Property") for the consideration and on the terms and conditions contained therein in the said agreement.

The Promoter has informed us that due to change in the development regulation from time to time and other events beyond their control, the Promoter is currently cancelling the development and construction of the said project. The Promoter will be developing the said property through the New Promoter/Developer M/s JP Infra Realty Private Limited who will be constructing new buildings thereon ("said new project") and the promoter will be receiving certain flats as the owner's area as per the term and conditions of the Development Agreement.

Since the Promoter is cancelling construction and development of the said project and pursuant to mutual discussion and allotment letter between us, it has been agreed that I/we will be allotted a flat ("said new flat") in the said new project to be developed by new Promoter/Developer M/s JP Infra Realty Private Limited from and out of the owners area share within 30 days from receipt of the commencement certificate and RERA registration of the said  $n \in \mathbb{N}$ 

In pursuance of the above, We hereby give our consent for cancellation of the registration of the said project with Maha RERA.We also hereby give consent for the development of the said new project by New Promoter/Developer M/s JP Infra Realty Private Limited on the said property.

It is agreed to pay balance consideration as per the terms of payment to be incorporated in agreement of sale of said new lat.

We also state that we have not filed or will file any complaint with any authority with respect to the said flat/said new flat/said project/ said new project and also, We have not created mortgage or any third-party rights in respect of the said flat.

Uma Devi Goest

milliante. Una Devi Goenka

We hereby undertake to perform all such acts, deeds, matters and things and to sign, execute, verify and confirm all such documents, letters, forms and affidavits as may be required by the Promoter for the cancellation of the said project.

Immediately on execution of agreement in respect of said new flat, as per the promoter draft, We will handover the said allotment letter to promoter. We undertake to simultaneously register the cancellation deed in respect of the said allotment letter.

This consent of ours is to be treated as irrevocable consent and is to be treated as the consent required U/s 14 of Rera Act for amendment of plans and section 15 of rera for change of promoter and change of registration of project with Maharera.

Thanking You

(Mr. Anil Goenka)

Una Devi Cioenta

Mrs. Uma Goenka