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महाराष्ट्र MAHARASHTRA

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25 MAR 2026

EM 392787



जिल्हा कोषागार कार्यालय ठाणे
23 MAR 2026
मुद्रांक प्रमुख लिपीक / लिपीक

IRREVOCABLE CONSENT

FOR RE-DEVELOPMENT



25 MAR 2026

003



मुद्रांक विक्री नोंद वही अनु. क्रमांक..... दिनांक.....
दस्ताचा प्रकार..... दस्त नोंदणी करणार आहेत का होय/नाही
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव.....
मिळकतीचे वर्णन..... मोबदला रक्कम.....

मुद्रांक विकत घेणाऱ्याचे नाव..... Shakeer S. Khan

दुस-या पक्षकाराचे नाव.....

हस्त असल्यास त्यांचे नाव व पत्ता Raju P. NL-6/14/04 Sec-9 Nerya

मुद्रांक शुल्क रक्कम 500/- मुद्रांक विकत घेणाऱ्याची सही.....

मुद्रांक विक्रीचे ठिकाण /पत्ता:- , पत्ता नं. 92, जयता मार्केट-9,

श्री. विलोद वि. शिंजाडे

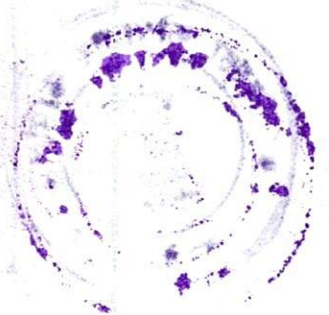
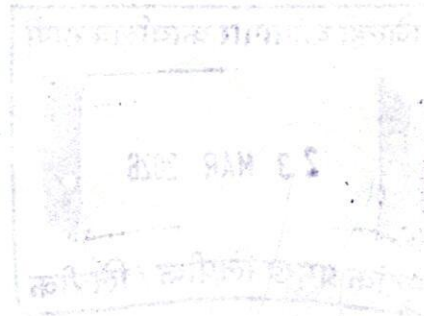
मुद्रांक विक्रीच्याची सही

कारणासाठी मुद्रांक खरेदी केल्यापासुन 6 महिन्यांचा आत वापरणे बंधनकारक आहे

सेक्टर-3, नेरुळ, बदा. मुंबई-400006

परवाना क्रं. 22/2003 नविन परवाना क्रं. 9209089

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच





IRREVOCABLE CONSENT FOR RE-DEVELOPMENT

We **Mrs. Shakera Suhail Khan & Mr. Suhail Hasan Khan** both adult Indian inhabitants, residing at **NL-6/14/04 Five Gardens Co-op Housing Society Ltd, Plot No.10, Sector-9, Nerul, Navi Mumbai-400706** do hereby declare that,

1. We are lawful owners in respect to **Flat No.04** in Building No14 of **Five Gardens Co-operative Housing Society Ltd. Plot No.10, Sector-9, Nerul, Navi Mumbai-400706**. (Hereinafter for the sake of brevity referred to as "the said flat"). We further state that, we are also members of Five Gardens CHS Ltd which is registered under the Maharashtra Co-operative Society Act 1960 (Act No. XXIV of 1961) and bearing registration No. **N.D.O.M./CIDCO/APG/T.C.C./0787/2025-2026**.

2. We are in continuous possession/occupation of the said flat with uninterrupted access without any obstruction from/to anybody.

3. We are aware that, the buildings of the Five Gardens CHS Ltd are constructed in the year 1983 by CIDCO Ltd. The said buildings are more than 43 years old and are in dilapidated condition which are dangerous for use and occupation. We further state that, all the members of Five Gardens Society have


unanimously taken decision in the Special General Meeting dated 02/11/2025 for Redevelopment of the Society through Developer.

4. We are also aware that, the society have also followed all due process of law for redevelopment of the buildings of the society. The society have informed all this redevelopment process to all the members of the society including us by conducting various meetings. Hence, we are satisfied about all the redevelopment process initiated by the society. Therefore, we have no grievance of whatsoever in nature against the society and all the members of the managing committee of the society.

5. We are aware that, in the Special General Body Meeting held on **02/11/2025**, the Members are of the opinion that it would be necessary to do the re-development of the buildings and such re-development be carried out by appointing a Developer. Accordingly, the members have already submitted their consent to the society.

6. We are aware that, pursuant to the SGM dated 04/01/2026 the feasibility report was prepared by Project Management Consultancy (PMC), **M/s. Triarch Design Studio**. Further, pursuant to the SGM dated **04/01/2026** the Tender was prepared by our **PMC i.e. M/s. Triarch Design Studio**. The society also issued public notice in the daily newspaper in the





Times of India and Loksatta regarding tender of redevelopment of society. Total five developers submitted their bids for showing their interest in redevelopment of the said land of the Society.

7. We are aware that, after following the process as set out in the Tender Document, at the SGM held on **08/03/2026** at Shree Gajanan Maharaj Mandir, Plot No.17, Sector.29, Nerul, the General Body by majority passed the resolution for selecting **M/s. Akshar Prime Avenue LLP** as the developer to redevelop the said Property of the Society after conducting the process of voting on Ballot paper.

8. We say that, we are aware about the meeting held on **08/03/2026**. We are in agreement with decisions taken in the Special General Body Meeting held on **08/03/2026** wherein it was unanimously resolved to appoint the **M/s. Akshar Prime Avenue LLP, Office- Unit No.0048, Ground Floor, O Wing, Akshar Business Park, Plot No.03, Sector-25, Vashi, Navi Mumbai - 400703**, represented through its partner **Mr. Hari Bhachubhai Mujat** as **"The Developers"** for carrying on the Re-Development project of **Five Gardens Co-op Housing Society Ltd.**

9. We say that, on 29/03/2026 the Special General Meeting U/s. 79A of Maharashtra Co-operative Societies Act 1960, is held at hall in Bhanushali Wadi, Basweshwar Maharaj Marg, Sector






19A, Nerul, Navi Mumbai, 400706. In the said meeting the authorized officer from Office of the Deputy Registrar of Co-Operative Housing Society was present. In the said meeting again all the members unanimously selected and appointed M/s. Akshar Prime Avenue LLP as a developer for carrying out the Redevelopment project of our society.

10. We have confirmed and accepted the said resolution and hereby given irrevocable consent to the said proposed re-development as well as to appoint **M/s. Akshar Prime Avenue LLP, Office- Unit No.0048, Ground Floor, O Wing, Akshar Business Park, Plot No.03, Sector-25, Vashi, Navi Mumbai – 400703**, as Developer for carrying out the redevelopment work. We hereby promised that, we will not withdraw/revoke the consent given by us for appointment of Developer **M/s. Akshar Prime Avenue LLP** for the redevelopment work of the society in any circumstances whatsoever in nature.

11. We are aware in the proposed redevelopment scheme, we have agreed for the allotment of the new flat (permanent alternative accommodation) of the RERA carpet area of 1071 Sq.ft. Rera carpet area at No Additional Cost, on Ownership basis with standard amenities which are to be recorded and incorporated in Development Agreement (which is to be executed



between society and above referred developer) in the newly reconstructed building on the said property.

12. We say that, no litigations of whatsoever nature are pending in any Court of law against us in respect of the said flat. We further confirm that our title to the said flat is clear marketable and free of all encumbrances.

13. We have hereby given our irrevocable consent for demolishing the existing building/s which included our flat after receiving approval of the Plan/Commencement Certificate by Navi Mumbai Municipal Corporation (NMMC) for the construction of new building on the said property as per UDCPR dated 02nd December 2020.

14. We are aware that, during the course of Re-Development, the Managing Committee of the Society will have to take certain decisions, to make certain representations and execute Re-development Agreement, Power of Attorney. Such other writings, documents shall be approved by the Special General Body Meeting and thereafter the Managing Committee shall have right to execute and get registered such documents, for and on behalf of the Society. We hereby also given consent for execution of such redevelopment agreement, Power of Attorney and any other documents by the managing committee of the society in favour of the said developer **M/s. Akshar Prime Avenue LLP.**





15. In any circumstance whatsoever in nature, we undertake not to obstruct the redevelopment work or to do any act or omit to do any act which will adversely affect the same.

16. We declare that in case, we shall decide to sell or transfer our shares of the Society and our rights in our flat, and our right to obtain alternate accommodation/flat in newly developed buildings as aforesaid, then in such an event, we shall obtain prior written permission/approval from the Society after following requisite procedure for transfer under the Maharashtra Co-op. Societies, Act and rules thereunder. Further in such an event, we shall inform the purchaser/s thereof about present affidavit/Declaration executed by us today and shall obtain and furnish to the Society and Affidavit/Declaration from such purchaser incorporating his/her/their consent to the said redevelopment on the basis of similar terms and conditions and further facts as per the progress of redevelopment up to the date of such sale or transfer and also furnish such documents of transfer as may be executed between us by such Purchaser/s.

17. We further undertake to enter in an agreement of permanent alternate accommodation with the Society or Developer after the approved plans/commencement Certificate received from all concerned Authorities including NMMC.



18. We declare that we shall extend my full cooperation to the Managing Committee of the Society as well as to the Developer for the Development till its completion and further undertake to abide by the decisions of the Committee.

19. We undertake to hand over vacant possession of said existing flat to the society or developer immediately within such period as may be recorded in development agreement after receipt of Commencement Certificate from Navi Mumbai Municipal Corporation upon their fulfillment of conditions as more particularly recorded in the Development Agreement.

20. We also give our consent for shifting to temporary alternate accommodation as the member for ourselves and on behalf of all our family members and others occupying our existing premises (flat) Shall be binding on us family members and occupants of our existing premises (flat).

21. This consent is given voluntarily out of our free will and without any force and shall be binding on our and also on our Successors, Assigns and our heirs.

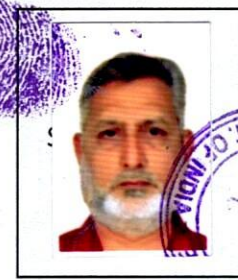
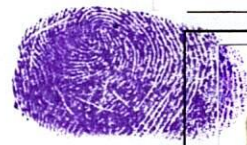
22. We hereby declare that this consent, shall not be considered as transferable in favour of any other Developer in whatever consequences and circumstances.

29 MAR 2020

WHATSOEVER STATED HEREINABOVE IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BEHALF

SIGNED AND DELIVERED BY
Within named Members

[Signature]
[Signature]



Aadhaar Card No. _____



Witness
[Signature] (Secretary)

2) [Signature] (Chairman)

Note: The Consent shall be notarized and shall be accompanied with a photo ID card with self-attested.

29 MAR 2026

Reg. No. 1
Sr. No. 312
Date 29 MAR 2026
OF NOTARY REGISTER

BEFORE ME
[Signature]
Adv. CHAITANYA S. KAMBLE
B.Com., LL.B.,
ADVOCATE HIGH COURT
NOTARY GOVT. OF INDIA
Reg. No. 35773

OF INDIA



भारतीय विशिष्ट ओळख पाधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1190/15786/16071

To,
मुहेन हसन खान
Suhail Hasan Khan
S/O Hasan Khan
PLOT NO.204/B, UNIT NO.2, ATCMICA CHS
SECTOR- 17, NERUL EAST,
Nerul Node-III S.O
Nerul Node-III Thane
Maharashtra 400706
9869527658

Ref: 225 / 26D / 348992 / 349336 / P



UE365115972IN



आपला आधार क्रमांक / Your Aadhaar No. :

7824 3626 7880

आधार — सामान्य माणसाचा अधिकार

भारत सरकार
GOVERNMENT OF INDIA
मुहेन हसन खान
Suhail Hasan Khan
जन्म वर्ष / Year of Birth : 1959
पुरुष / Male
7824 3626 7880

आधार — सामान्य माणसाचा अधिकार

[Handwritten signatures]



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA


स्थायी खाता संख्या
Permanent Account Number Card
AFSPK7252F

नाम / Name
SUHAIB HASAN KHAN

पिता का नाम / Father's Name
HASAN MOHAMMED KHAN

जन्म की तारीख / Date of Birth
05/04/1959

हस्ताक्षर / Signature



Suhaib

Suhaib



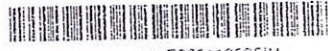


भारतीय विशिष्ट ओळख प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

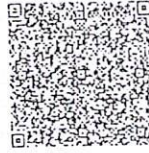
नोंदविण्याचा क्रमांक / Enrollment No 1190/15786/16073

To,
 शाकेरा सुहेल खान
 Shakera Suhail Khan
 W/O Suhail Khan
 PLOT NO.204/B, UNIT NO.2, ATOMICA CHS
 SECTOR 17, NERUL EAST,
 Nerul Node-III S.O
 Nerul Node-III Thane
 Maharashtra 400706
 9769885656

Ref: 225 / 26D / 349045 / 349336 / P



UE365116505IN



आपला आधार क्रमांक / Your Aadhaar No. :

5727 5371 1068

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
 GOVERNMENT OF INDIA

शाकेरा सुहेल खान
 Shakera Suhail Khan

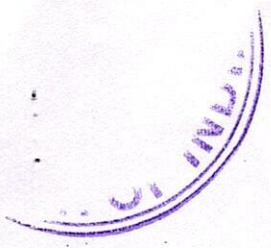
जन्म वर्ष / Year of Birth : 1962
 स्त्री / Female



5727 5371 1068

आधार - सामान्य माणसाचा अधिकार

Shakera Suhail Khan



जायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SHAKERA KHAN
HABIB PATHAN
20/02/1962
Permanent Account Number
AFSPK7253E



Shk
Signature

Shk

Shk

