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18/02



महाराष्ट्र MAHARASHTRA

2025 25 MAR 2026

EM 392819



**IRREVOCABLE CONSENT**

**FOR RE-DEVELOPMENT**



*[Handwritten signature]*

*[Handwritten signature]*

25 MAR 2026



मुद्रांक विक्री नोंद वही अनु. क्रमांक 104460 दिनांक.....

दस्तावा प्रकार..... हस्त नोंदणी करणार आहेत का होय/नाही

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव.....

मिळकतीचे वर्णन..... नोंददला रक्कम.....

मुद्रांक विकत घेणाऱ्याचे नाव..... Sushilkumar R. Vishwakarma

दुस-या पक्षकाराचे नाव.....

हस्ते असल्यास त्यांचे नाव व पत्ता..... Raju R. Nr-6/18/02 Bera

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

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

सेक्टर-3, नेरुळ, व. नं. मुंबई-400006

परवाना क्र. 22/2003 मदिन परवाना क्र. 9209084

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांची त्याच

श्री. विनोद वि. शिंगाडे

मुद्रांक विक्रीच्याची सही

कारणासाठी मुद्रांक खरेदी केल्यापासुन 6 महिन्यांचा आत वापरणे बंधनकारक आहे

878574 47

2026 MAR 25





**IRREVOCABLE CONSENT FOR RE-DEVELOPMENT**

We **Mr. Sushilkumar Ramraj Vishwakarma & Mr. Sunil Ramraj Vishwakarma both** adult Indian inhabitants, residing at **NL-6/18/02 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.02** in Building No.18 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 re-constructed 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 02<sup>nd</sup> 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 2026

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

SIGNED AND DELIVERED BY  
Within named Members

*[Handwritten Signature]*

\_\_\_\_\_

*[Handwritten Signature]*

\_\_\_\_\_

Aadhaar Card No. \_\_\_\_\_

Notary stamps include: 'NOTARY GOVT. OF INDIA' (top), 'CHAITANYA S. KAMBLE' (right), and 'FIVE GARDENS CO-OP. HOUSING SOCIETY LTD.' (bottom left). Two photos of men are shown, each with a purple ink fingerprint.

Reg. No. NBOM/CIDCO/HSG (TC)108070... Year 2025-2026

*[Handwritten Signature]* (Secretary)

2) *[Handwritten Signature]* (Chairman)

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

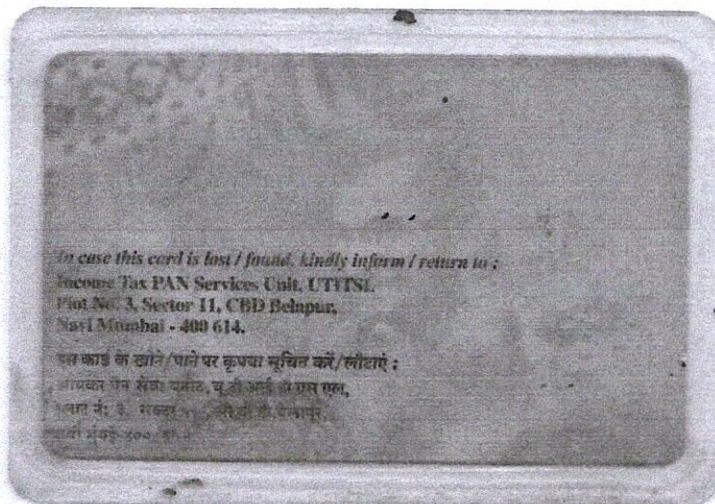
Reg. No. 1  
 Sr. No. 347  
 Date. 29 MAR 2026  
 OF NOTARY REGISTER

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

29 MAR 2026

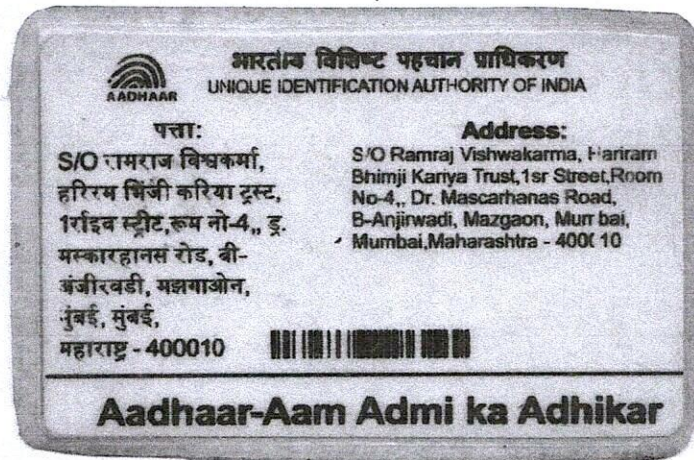


*Sunil Vishwakarma*





*Sunil Vishwakarma*



भारत सरकार  
Government of India

सुशीलकुमार रामराज विश्वकर्मा  
Sushilkumar Ramraj Vishwakarma  
जन्म तारीख / DOB : 17/04/1977  
पुरुष / Male

5403 7165 6578

आधार - सामान्य माणसाचा अधिकार



*Sushil*

भारतीय विशिष्ट ओळख प्राधिकरण  
Unique Identification Authority of India

पत्ता S/O: रामराज विश्वकर्मा, वसंत  
माधवजी करिया चाळ, रूम नो 7, 1  
गल्ली, हसनाबाद समोर, ओल्ड  
अंजीरवडी, मुंबई, माझगाव, महाराष्ट्र,  
400010

Address: S/O: Ramraj Vishwakarma,  
Vasant Madhavji Karia Chawl, Room No 7,  
1st Galli, Opp Hasnabad, Old Anjinwadi,  
Mumbai, Mazgaon, Maharashtra, 400010

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आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SUSHILKUMAR R VISHWAKARMA  
RAMRAJ CHATTI VISHWAKARMA

17/04/1977  
Permanent Account Number  
AGIPV8148C

  
Signature



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इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें  
आयकर पैन सेवा इकाई, एन एस डी एल  
पहली मंजिल, टाइम्स टॉवर, कमला मिल्स कंपाउंड,  
एस. बी. मार्ग, लोअर पारेल, मुंबई - 400 013

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please inform / return to :*  
Income Tax PAN Services Unit, NSDL  
1st Floor, Times Tower,  
Kamala Mills Compound,  
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,  
e-mail: tininfo@nsdl.co.in