

342

18/04



महाराष्ट्र MAHARASHTRA

2025

25 MAR 2026

EM 392846



IRREVOCABLE CONSENT

FOR RE-DEVELOPMENT






008

25 MAR 2026



मुद्रांक दिक्की नोंद वही अनु. क्रमांक..... 104462 दिनांक.....
दस्ताचा प्रकार..... वस्तु नोंदणी करणार आहेत का होय/नाही
नोंदणी होणार असल्यास मुख्य निबंधक कार्यालयाचे नाव.....
मिळकतीचे वर्णन..... नोंददला रक्कम.....

मुद्रांक विकत घेणाऱ्याचे नाव..... Dileep kumar Rajpadi Borai

दुस-या पक्षकाराचे नाव.....
हस्ते असल्यास त्यांचे नाव व पत्ता... Reju, P., NLTG/18/15, Sec-9, N-1

मुद्रांक शुल्क रक्कम 500/- मुद्रांक विकत घेणाऱ्याची सही.....
मुद्रांक विक्रीचे ठिकाण/पत्ता:-
सोक्टर-३, नेरुळ, म.प. मुंबई-४००७०६

श्री. विनोद वि. शिंगडे
मुद्रांक विक्रीचे त्यांची सही
कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यांचा आत वापरणे बंधनकारक आहे
परवाना क्र. २२/२००३ नदिन परवाना क्र. १२०१०४५
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच



IRREVOCABLE CONSENT FOR RE-DEVELOPMENT

We **Mr. Dileep Kumar Rajpati Barai & Mr. Satish Kumar Rajpati Barai both** adult Indian inhabitants, residing at **NL-6/18/04 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 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

Dileep *Satish*



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

Two handwritten signatures in blue ink. The first signature is 'Aikesh' and the second is a more stylized signature.

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 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.

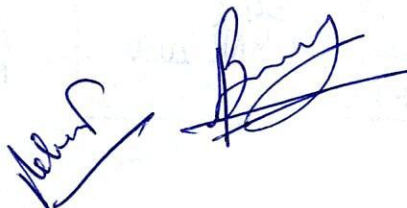
18. We declare that we shall extend my full cooperation to the Managing Committee of the Society as well as to the Developer for the Development till its completion and further undertake to abide by the decisions of the Committee.

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 2026

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.

| | |
|--------------------|-------------|
| Reg. No. | 1 |
| Sr. No. | 342 |
| Date | 29 MAR 2026 |
| OF NOTARY REGISTER | |

BEFORE ME 29 MAR 2026

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

NOTA

Issue Date: 19/01/2014



सतिश राजपति बरई
Satish Rajpati Barai
जन्म तारीख / DOB: 01/03/1978
पुरुष / Male

2399 7303 1080

मेरा आधार, मेरी पहचान

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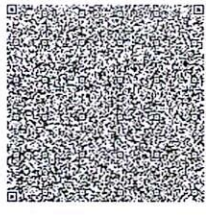
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Print Date: 19/01/2022

पता: S/O: राजपति इंद्रदेव बरई, ट्विंस ओर्नट, आर. एच. 7,
प्लॉट नं 202, 203, 212, 213, नेरुळ पोलीस स्टेशन
संगोर, सेक्टर 21, नेरुळ पूर्व, नवी मुंबई, ठाणे, महाराष्ट्र,
400706

Address: S/O: Rajpati Indradeo Barai,
Twins Ormate, R. H. 7, Plot No 202, 203,
212, 213, Opp Nerul Police Station, Sector
21, Nerul East, Navi Mumbai, Thane,
Maharashtra, 400706



2399 7303 1080

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help@uidai.gov.in

www.uidai.gov.in

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1074

संख्या /PERMANENT ACCOUNT NUMBER
AFPPB1251A

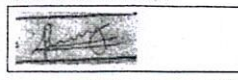



नाम /NAME
SATISH RAJPATI BARAI

पिता का नाम /FATHER'S NAME
RAJAPATI INDERDEV BARAI

जन्म तिथि /DATE OF BIRTH
01-03-1978

हस्ताक्षर /SIGNATURE

आयकर आयुक्त (कम्प्यूटर केन्द्र)
Commissioner of Income-tax (Computer Operations)



[Handwritten signature]





भारत सरकार
Government of India



Dileep Kumar Rajpati Barai
जन्म तिथि/DOB: 01/12/1972
पुरुष/ MALE
Mobile No. 9322510204

VID : 9193 8556 1041 1543

मेरा आधार, मेरी पहचान



Dileep

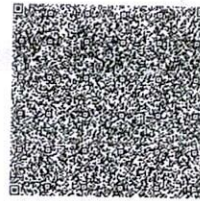


भारतीय विशिष्ट पहचान अधिकरण
Unique Identification Authority of India



Address

NL-6, Bldg No-18, Room NO-4, Near St. Augustin
Highschool, Sector-9, Nerul, VTC: Navi Mumbai,
PO: Nerul Node - 3, Sub District: Thane, District:
Thane, State: Maharashtra, PIN Code: 400706,



7780 2369 6566



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Indian Union Driving Licence
Issued by Government of Maharashtra

MH

MH01 19990027869

Issue Date
30-05-2024

Validity(NT)
30-11-2032

Validity(TR)



Holder's Signature

Date of First Issue 04-06-1999

Name: DILEEP BARAI

Date of Birth: 01-12-1972

Blood Group:

Son / Daughter / Wife of: RAJPATI BARAI

Organ Donor: N

Address:

NL-6 BLDG NO-18 ROOM NO-04 NEAR ST AUGUSTIN HIGH SCHOOL SEC09 NERUL NAVI
MUMBAI THANE 400706



DL No: MH01 19990027869



Invalid Carriages (Regn. Numbers)

MP019405087

Hazardous Validity Hill Validity

| Class of Vehicle | Code | Issued by | Date of Issue | Vehicle Category | Badge Number | Badge issued Date | Badge Issued by |
|------------------|------|-----------|---------------|------------------|--------------|-------------------|-----------------|
| | MCWG | MH01 | 04-06-1999 | NT | | | |
| | LMV | MH01 | 11-12-2001 | NT | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Form 7 Rule 16 (2)

MH019405087

Emergency Contact Number

[MH43] Licensing Authority



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AKHPB6877F

नाम / Name
DILEEP KUMAR RAJPATI BARAI

पिता का नाम / Father's Name
RAJPATI BARAI

जन्म की तारीख / Date of Birth
01/12/1972

हस्ताक्षर / Signature

133036124
1-24



Dileep

