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18/09



महाराष्ट्र MAHARASHTRA

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25 MAR 2026 EM 392842



IRREVOCABLE CONSENT

FOR RE-DEVELOPMENT

Signature



25 MAR 2026



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मुद्रांक दिवशी गोंद वही अनु क्रमांक..... 104433 दिनांक.....
दस्तावा प्रकार..... कला नोंदणी करणार आहेत का होय/नाही
नोंदणी होणार असल्यास मुख्य निबंधक कार्यालयाचे नाव.....
मिळवणीचे वर्णन..... नोंदवला रक्कम.....

मुद्रांक विकत घेणाऱ्याचे नाव..... Mohd kashif S. Shaikh.....

दुस-या पक्षकाराचे नाव.....

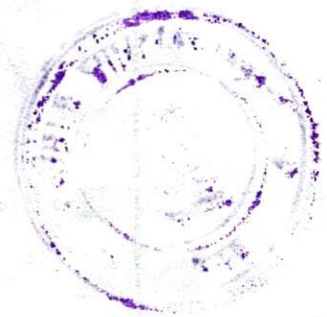
हस्ते असल्यास त्यांचे नाव व पत्ता .. Raju P., NL-6/18/19, Sec-4, N-1

मुद्रांक शुल्क रक्कम 200/- मुद्रांक विकत घेणाऱ्याची सही.....

मुद्रांक विक्रीचे ठिकाण /पत्ता:- , रुमान नं. 92, जनता मार्केट-9,
सेक्टर-3, नेरुळ, नवी मुंबई-400906

श्री. विनोद वि. शिंगाडे परवाना क्रं. 22/2003 नविन परवाना क्रं. 9209084

मुद्रांक विक्रीच्या सही ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच
कारणासाठी मुद्रांक खरेदी केल्यापासुब 6 महिन्यांचा आत वापरणे बंधनकारक आहे





IRREVOCABLE CONSENT FOR RE-DEVELOPMENT

We **Mr. Mohd. Kashif Sirajuddin Shaikh & Mrs. Faranaaz Kashif Sirajuddin Shaikh** both adult Indian inhabitants, residing at **NL-6/18/09 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.09** 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 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.



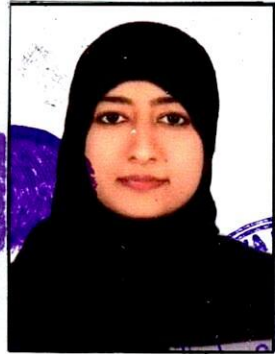
29 MAR 2026

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

SIGNED AND DELIVERED BY

Within named Members

Photo with
Signature and
Thumb



[Handwritten Signature]

Aadhaar Card No. _____



[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.



BEFORE ME
[Handwritten Signature] 29 MAR 2026
Adv. CHAITANYA S. KAMBLE
B.Com., LL.B.,
ADVOCATE HIGH COURT
NOTARY GOVT. OF INDIA
Reg. No. 35773





आयकर विभाग
INCOME TAX DEPARTMENT

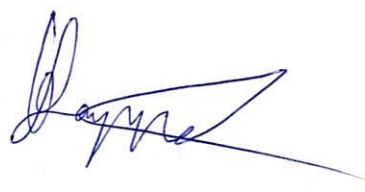
भारत सरकार
GOVT. OF INDIA

FARAHNAAZ KASHIF SHAIKH
IBRAHIM AHAMD SAYYED

17/06/1986
Permanent Account Number
DIUPS2959K


Signature





A handwritten signature in blue ink is located in the lower middle section of the page. The signature is stylized and appears to be 'Farahnaaz'.

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भारत सरकार



आधार

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No.: 1475/70020/04858

To

फरहा नाझ काशिफ शेख

Farah Naaz Kashif Shaikh

Building no - 018 , NL/ 6 room no - 9 , plot no - 0010

sector - 9

Navi Mumbai

Nerul Node - 3

Thane Thane

Maharashtra 400706

9987513052

01/03/2012
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आपका आधार क्रमांक / Your Aadhaar No. :

8266 8681 9482

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India

फरहा नाझ काशिफ शेख

Farah Naaz Kashif Shaikh

जन्म तिथि / DOB : 17/06/1986

महिला / Female



8266 8681 9482

मेरा आधार, मेरी पहचान

Farah