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महाराष्ट्र SHTRA

2025

27 MAR 2026

EM 393276



**IRREVOCABLE CONSENT**

**FOR RE-DEVELOPMENT**

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27 MAR 2026

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मुद्रांक विहीन वही अनु. क्रमांक..... 105795 दिनांक.....  
 दस्तावा प्रकार..... दस्त नोंदणी करणार आहेत का होय/ना.....  
 नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव..... नोंददला रक्कम.....  
 निकळतीचे वर्णन.....  
 मुद्रांक विकत घेणाऱ्याचे नाव..... **Akshay Prime Avenue LLP**

दुस-या पक्षकाराचे नाव.....  
 हस्ते असल्यास त्याचे नाव व पत्ता..... **Teju P. Vashi**  
 मुद्रांक शुल्क रक्कम..... **500L** मुद्रांक विकत घेणाऱ्याची सही.....  
 मुद्रांक विक्रीचे ठिकाण / पत्ता:-  
 सेक्टर-३, बेल्ल, नवी मुंबई-४००७०६  
 परधाना क्र. २२/२००३ नदिन परधाना क्र. १२०१०४५  
 ज्या कारणासाठी ज्यांची मुद्रांक खरेदी कोला त्यांची त्याच  
 कारणासाठी मुद्रांक खरेदी कोलापासून ६ महिन्यांचा आत तापसही बंधनकारक आहे

श्री. विनोद वि. सिंगळे  
 मुद्रांक विक्रीच्या सही  
 कारणेसाठी मुद्रांक खरेदी कोलापासून ६ महिन्यांचा आत तापसही बंधनकारक आहे



**IRREVOCABLE CONSENT FOR RE-DEVELOPMENT**

I/We, Musadikhan & AYAZUDDIN KHAN an/both adult Indian inhabitant, residing at **NL-6/ 18/10** **Five Garden Co-op Housing Society Ltd, Plot No.10, Sector-9, Nerul, Navi Mumbai-400706** do hereby declare that,

1. I am/We are lawful <sup>occu pier</sup> ~~owner~~ in respect to **Flat No. 10** in Building No. 18 of **Five Garden** 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"). I further state that, I am/We are also member of Five Garden 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. I am/We are in continuous possession/occupation of the said flat with uninterrupted access without any obstruction from/to anybody.

3. I am/We are aware that, the buildings of the Five Garden 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. I/We



further state that, all the members of Five Garden Society have unanimously taken decision in the Special General Meeting dated 02/11/2025 for Redevelopment of the Society through Developer.

4. I am/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 the all members of the society including me/us by conducting various meetings. Hence, I am/We are satisfied about all the redevelopment process initiated by the society. Therefore, I/we have no grievance of whatsoever in nature against the society and all the members of the managing committee of the society.

5. I am/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. I am/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. I am/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 Sector29, 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. I/We say that, I am/We are aware about the meeting held on **08/03/2026**. I am/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 Garden Co-op Housing Society Ltd.**

9. I/We say that, on 29/03/2026, the Special General Meeting U/s. 79A of Maharashtra Co-operative Societies Act 1960, was 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. I/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.

I/We hereby promised that, I/We will not withdraw/revoke the consent given by me/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. I am/We are aware in the proposed redevelopment scheme, I/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. I/We say that, no litigations of whatsoever nature are pending in any Court of law against me/us in respect of the said flat. I/We further confirm that my/our title to the said flat is clear marketable and free from all encumbrances.

13. I/We have hereby given my irrevocable consent for demolishing the existing building/s which included my/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. I am/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. I/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, I/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. I/We declare that in case, I/We shall decide to sell or transfer my/our shares of the Society and my rights in my/our flat, and my/our right to obtain alternate accommodation/flat in newly developed buildings as aforesaid, then in such an event, I/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, I/We shall inform the purchaser/s thereof about present affidavit/Declaration executed by me/us today and shall obtain and furnish to the Society and Affidavit/Declaration from such purchaser incorporating his/her/their consent to the said



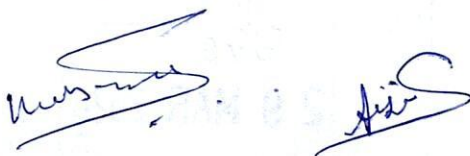
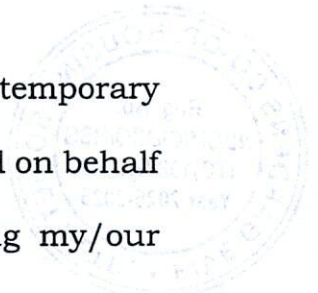
redevelopment on the basis of similar terms and conditions and further facts as per the progress of redevelopment up to the date of such sale or transfer and also furnish such documents of transfer as may be executed between me/us by such Purchaser/s.

17. I/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. I/We declare that I/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. I/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. I/We also give my/our consent for shifting to temporary alternate accommodation as the member for myself and on behalf of all my/our family members and others occupying my/our





29 MAR 2026

existing premises (flat) shall be binding on my/our family members and occupants of my/our existing premises (flat).

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

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

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

SIGNED AND DELIVERED BY

Within named Member







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



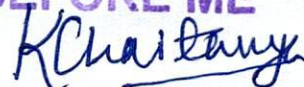
Witness

1) 

29 MAR 2026

(Secretary)

BEFORE ME



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

Reg. No. 1-370  
Sr. No. ....  
Date: 29 MAR 2026  
OF NOTARY REGISTER







भारतीय विशिष्ट अंकित प्राधिकरण  
Unique Identification Authority of India

पत्ता S/O: खान जल्लालुद्दीन, रूम नं  
103 ओम द्वाकानाथ, सेक्टर 19ए  
नेरुळ, नवी मुंबई, नेरुळ नोड - 3,  
ठाणे, महाराष्ट्र, 400706

Address: S/O: Khan Jalaluddin, Room No  
103 Om Dawarkanath, Sector 19A Nerul,  
Navi Mumbai, Nerul Node - 3, Thane,  
Maharashtra, 400706

**5481 6380 1958**



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1800 300 1947



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भारत सरकार

Government of India



मुबारक खान  
Mubarak Khan

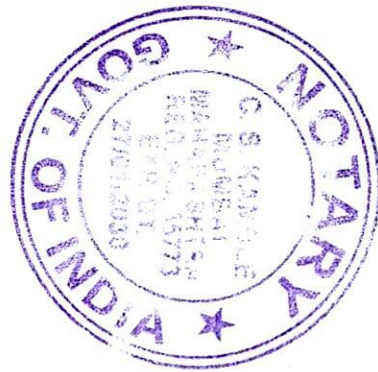
जन्म तारीख / DOB : 11/04/1989

पुरुष / Male



**5481 6380 1958**

आधार - सामान्य माणसाचा अधिकार



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**आयकर विभाग**  
**INCOME TAX DEPARTMENT**


**GOVT. OF INDIA**


**MUBARAK JALALUDDIN KHAN**

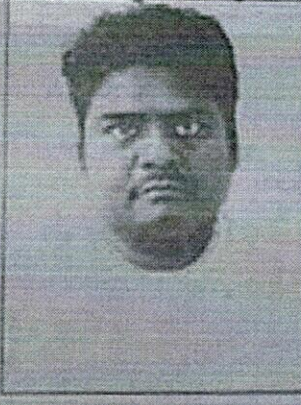
**JALALUDDIN KHAN MOHDYAHIYA KHAN**

**11/04/1989**  
 Permanent Account Number  
**ATTPK8961G**

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 Signature




  
भारत सरकार  
Government of India




आयझुद्दीन खान  
Ayazuddin Khan  
जन्म तिथि/DOB: 01/09/1982  
पुरुष/ MALE  
Mobile No: 8779909394


**4111 3355 6901**

मेरा आधार, मेरी पहचान



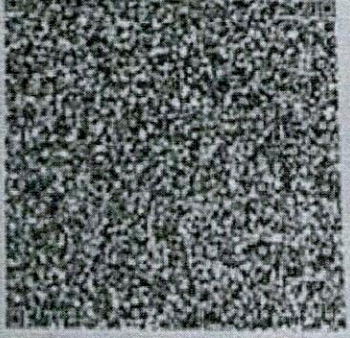
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भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India






पता:  
S/O: जलदुद्दीन याहिया खान, ए - 103 ओम द्वारकानाथ  
सी एच एस, प्लॉट नं 11 सेक्टर 19ए, नेरुळ, नवी मुंबई,  
ठाणे,  
महाराष्ट्र - 400706

Address:  
S/O: Jalaluddin Yahlya Khan, A - 103 Om  
Dwarkanath CHS, Plot No 11 Sector 19A,  
Nerul, Navi Mumbai, Thane,  
Maharashtra - 400706



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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AYAZUDDIN J KHAN

JALALUDDIN KHAN

01/09/1982

Permanent Account Number

ATXPK4365N

Signature

