

355 19/07



महाराष्ट्र MAHARASHTRA

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EM 392834

25 MAR 2026



**IRREVOCABLE CONSENT**

**FOR RE-DEVELOPMENT**



*(Handwritten signature)*

25 MAR 2026



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मुद्रांक दिव्ही नोंद वही अनु. क्रमांक 104652 दिनांक .....  
दस्ताचा प्रकार ..... दस्त नोंदणी करणार आहेत का होय/नाही  
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव .....  
निककतीचे वर्णन ..... मोबदला रक्कम .....

मुद्रांक विकत घेणाऱ्याचे नाव ..... Dattatray S. kale .....

दुस-या पक्षकाराचे नाव .....

हस्ते असल्यास त्यांचे नाव व पत्ता .. Raju P. NL- 6/19/17, sec-9, H-1

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

मुद्रांक दिव्हीचे ठिकाण/पत्ता:-  
....., ह. नं. 92, जनता मार्केट-9,  
सेक्टर-3, मैलक, बदा मुंबई-400606

श्री. विनोद वि. शिंगडे  
मुद्रांक विकत घेणाऱ्याची सही  
कारणासाठी मुद्रांक करेची केल्यापासुन 6 महिन्यांचा आत वापरणे बंधनकारक आहे  
परवाना क्र. 22/2003 मधील परवाना क्र. 9209089  
ज्या कारणासाठी ज्यांनी मुद्रांक करेची केला त्यांनी त्याच



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## IRREVOCABLE CONSENT FOR RE-DEVELOPMENT

I, **Mr. Dattatray Sakharam Kale** an adult Indian inhabitant, residing at **NL-6/19/07 Five Gardens Co-op Housing Society Ltd, Plot No.10, Sector-9, Nerul, Navi Mumbai-400706** do hereby declare that,

1. I am lawful owner in respect to **Flat No. 07** in Building No.19 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"). I further state that, I am also member 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. I am in continuous possession/occupation of the said flat with uninterrupted access without any obstruction from/to anybody.

3. I am 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. I 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. I am 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 by conducting various meetings. Hence, I am satisfied about all the redevelopment process initiated by the society. Therefore, I have no grievance of whatsoever in nature against the society and all the members of the managing committee of the society.

5. I am 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 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 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. I say that, I am aware about the meeting held on **08/03/2026**. I am 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. I 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 have confirmed and accepted the said resolution and hereby given irrevocable consent to the said proposed redevelopment 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 hereby promised that, I will not withdraw/revoke the consent given by me 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 aware in the proposed redevelopment scheme, I 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 say that, no litigations of whatsoever nature are pending in any Court of law against me in respect of the said flat. I further confirm that my title to the said flat is clear marketable and free from all encumbrances.

13. I have hereby given my irrevocable consent for demolishing the existing building/s which included my 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 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 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 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 declare that in case, I shall decide to sell or transfer my shares of the Society and my rights in my flat, and my 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, I shall inform the purchaser/s thereof about present affidavit/Declaration executed by me 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 by such Purchaser/s.





17. I 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.

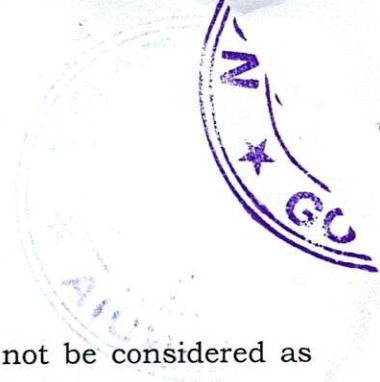
18. I declare that I shall extend my full cooperation to the Managing Committee of the Society as well as to the Developer for the Development till its completion and further undertake to abide by the decisions of the Committee.

19. I 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 also give my consent for shifting to temporary alternate accommodation as the member for myself and on behalf of all my family members and others occupying my existing premises (flat) shall be binding on my family members and occupants of my existing premises (flat).

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

29 MAR 2026



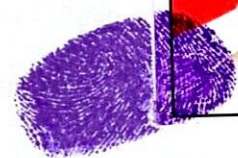
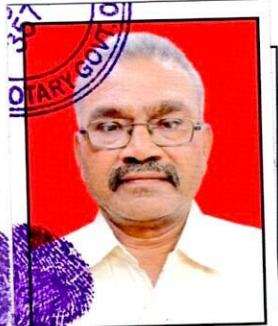
22. I hereby declare that this consent, shall not be considered as transferable in favour of any other Developer in whatever consequences and circumstances.

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

SIGNED AND DELIVERED BY

Within named Member

*[Handwritten signature]*



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



**Witness**

1) *[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. 355  
Date 29 MAR 2026  
OF NOTARY REGISTER

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

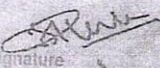


आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DATTATRAY SAKHARAM KALE  
SAKHARAM KRISHNAJI KALE

15/07/1960  
Permanent Account Number  
AIEPK7450Q

  
Signature



20142005

*Dattatray Sakharam Kale*

भारत सरकार  
Government of India

दत्तात्रय सखाराम काळे  
Dattatray Sakharam Kale

जन्म तिथि / DOB : 15/07/1960  
पुरुष / Male



6462 6465 6523

मेरा आधार, मेरी पहचान




नामांकन क्रम / Enrollment No.: 1444/51060/00050

To,  
दत्तात्रय सखाराम काळे  
Dattatray Sakharam Kale  
C/O Sakharam Kale  
NL-2/12/C-3  
SECTOR-15  
Nerul Node-III S.O  
Nerul Node - 3 Thane  
Maharashtra 400706  
9892122403

06/03/2012

Ref: 86 / 30W / 24389 / 2467.1 / P



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