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महाराष्ट्र MAHARASHTRA

2025

25 MAR 2026

EM 392822



IRREVOCABLE CONSENT

FOR RE-DEVELOPMENT



Merchant

25 MAR 2026

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मुद्रांक दिवशी वॉर्ड वही अनु. क्रमांक..... 104694 दिनांक.....
दस्तावा प्रकार..... दस्त नोंदणी करणार आहेत का हे/ नाही
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयचे नाव.....
निराकरतीचे वर्णन..... मोबदला रक्कम.....

मुद्रांक विकत घेणान्याचे नाव..... Tahesin F. Merchant

दुस-या पक्षाकाराचे नाव.....

हस्त असल्यास त्यांचे नाव व पत्ता .. Raju P. NL-6/20/10, Sec-4, N-11

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

मुद्रांक दिवशीचे ठिकाण/पत्ता:- , राज. नं. १२, जनता मार्केट-१,

सेक्टर-३, नेरुळ, म. नं. मुंबई-४००७०६

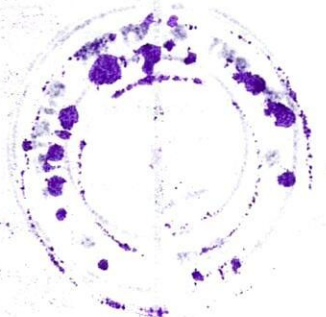
श्री. विनोद वि. शिंगाडे

परवाना कं. २२/२००३ मदिन परवाना कं. १२०१०४५

मुद्रांक विकेत्याची सही

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच

कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यांचा आत वापरणे बंधनकारक आहे





IRREVOCABLE CONSENT FOR RE-DEVELOPMENT

I, **Mrs. Tahesin Faiyaz Merchant** an adult Indian inhabitant, residing at **NL-6/20/10 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. 10** in Building No.20 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

Tahesin Merchant



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

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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.**

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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 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 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

Merchant



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 02nd 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

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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.

Merchant



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.

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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

Merchant



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.

29 MAR 2026

Reg. No. 1
Sr. No. 339
Date 29 MAR 2026
OF NOTARY REGISTER

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

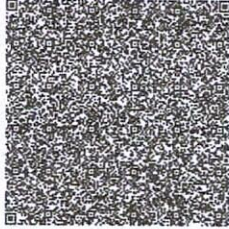
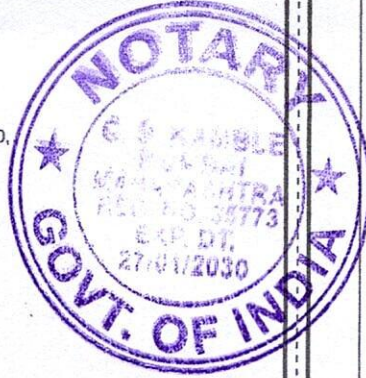


भारत सरकार
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

नोंदणी क्रमांक/ Enrolment No.: 0222/10004/00131

To
तहसीन फैयाज मर्चेंट
Tahesin Faiyaz Merchant
W/O Faiyaz Merchant,
Shanti Niketan Society,
NL - 6, Building No.- 20, Flat No.- 10,
Near St. Augustine School,
Sector - 09, Nerul (East),
VTC: Navi Mumbai,
PO: Nerul Node - 3,
Sub District: Thane,
District: Thane,
State: Maharashtra,
PIN Code: 400706,
Mobile: 8655229466



Signature valid

Digitally signed by Tahesin Faiyaz Merchant, Unique Identification Authority of India
DN: cn=Tahesin Faiyaz Merchant, o=Unique Identification Authority of India
Date: 2023.01.27 12:44:54
GMT+05:30

आपला आधार क्रमांक / Your Aadhaar No. :

7488 0789 0943

VID : 9182 0269 0982 4569

माझे आधार, माझी ओळख



भारत सरकार
Government of India



तहसीन फैयाज मर्चेंट
Tahesin Faiyaz Merchant
जन्म तारीख/DOB: 29/02/1972
महिला/ FEMALE

7488 0789 0943

माझे आधार, माझी ओळख



Government of India



माहिती / INFORMATION

- आधार हा ओळखीचा पुरावा आहे, नागरिकत्वाचा किंवा जन्मतारखेचा नाही. जन्मतारीख आधार क्रमांक धारकाने प्रस्तुत केलेल्या नियमांमध्ये निर्दिष्ट केलेल्या जन्मतारीख दस्तऐवजाच्या पुराव्याद्वारे समर्थित असलेल्या माहितीवर आधारित आहे.
- ह्या आधार पत्राची पडताळणी UIDAI-नियुक्त प्रमाणीकरण एजन्सीद्वारे ऑनलाईन प्रमाणीकरणाद्वारे किंवा ॲप स्टोअरमध्ये उपलब्ध mAadhaar किंवा Aadhaar QR स्कॅनर ॲप वापरून किंवा www.uidai.gov.in वर उपलब्ध सुरक्षित QR कोड रीडर ॲप वापरून QR कोड स्कॅनिंगद्वारे सत्यापित केले जावे.
- आधार अद्वितीय आणि सुरक्षित आहे.
- ओळख आणि पत्त्याला आधार देणारी कागदपत्रे आधार नोंदणीच्या तारखेपासून दर 10 वर्षांनी आधारमध्ये अद्यतनित केली जावीत.
- आधार तुम्हाला विविध सरकारी आणि गैर-सरकारी लाभ/सेवांचा लाभ घेण्यास मदत करते.
- आधारमध्ये तुमचा मोबाईल नंबर आणि ईमेल आयडी अपडेट ठेवा.
- आधार सेवांचा लाभ घेण्यासाठी mAadhaar ॲप डाउनलोड करा.
- आधार/बायोमेट्रिक्स वापरत नसताना सुरक्षितता सुनिश्चित करण्यासाठी लॉक/अनलॉक आधार/बायोमेट्रिक्सचे वैशिष्ट्य वापरा.
- आधारची मागणी करणाऱ्या संस्थांनी संमती घेणे बंधनकारक आहे.
- Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
- This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on www.uidai.gov.in.
- Aadhaar is unique and secure.
- Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
- Aadhaar helps you avail of various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app to avail of Aadhaar services.
- Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
- Entities seeking Aadhaar are obligated to seek consent.

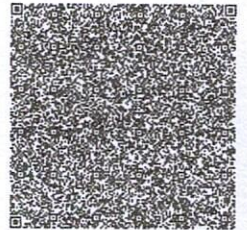


भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India



पत्ता:
W/O फैयाज मर्चेंट, शांति निकेतन सोसायटी, एनएल - 6,
बिल्डिंग नं.- 20, फ्लॉट नं.- 10, सेंट ऑगस्टीन शाळा जवळ,
सेक्टर - 09, नेरुल (ईस्ट), नवी मुंबई, नेरुल नोड - 3,
ठाणे,
महाराष्ट्र - 400706

Address:
W/O Faiyaz Merchant, Shanti Niketan
Society, NL - 6, Building No.- 20, Flat No.- 10,
Near St. Augustine School, Sector - 09, Nerul
(East), Navi Mumbai, PO: Nerul Node - 3,
DIST: Thane,
Maharashtra - 400706

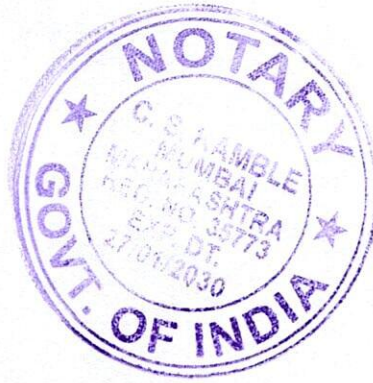


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Tahesin Faiyaz Merchant



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ALLPM4661R

नाम / Name
TAHESIN FAIYAZ MERCHANT

पिता का नाम / Father's Name
RAZAK FAZLODDIN SHAIKH

जन्म की तारीख /
Date of Birth
29/02/1972

हस्ताक्षर / Signature



T. Merchant