

**THIS DEED OF ADHERENCE** is executed at Mumbai on this \_\_\_\_\_ day  
of \_\_\_\_\_ in \_\_\_\_\_

**BETWEEN**

\_\_\_\_\_, an adult Mumbai Indian inhabitant, residing at \_\_\_\_\_,  
hereinafter referred to as “**the Purchaser**” (which expression shall, unless  
repugnant to the context or meaning thereof be deemed to mean and include his  
heirs, administrators and assigns) of the **First Part**;

**AND**

**THE ABHYUDAYA NAGAR SAHAKARI GRUHANIRMAN SANSTHANCHA  
SANGH LTD.**, a federation of 48 (individual co-operative housing societies  
limited) formed and registered under the provisions of the Maharashtra Co-  
operative Societies Act, 1960 under Registration No.  
[M.U.M./M.H.A.D.B./H.S.G./T.C.)12492/Year 2006-2007] and having its  
registered office at Abhyudaya Nagar, Kala Chowki, Mumbai – 400 033  
hereinafter referred to as “ **the Federation** ” (which expression shall, unless  
repugnant to the context or meaning thereof be deemed to mean and include the  
individual co-operative housing societies limited who are its Members) of the  
**Second Part**;

**AND**

\_\_\_\_\_, a co-operative housing societ y formed and  
registered under the provisions of the Maharashtra Co-operative Societies Act,  
1960 under Registration No. \_\_\_\_\_ and having its registered office at  
\_\_\_\_\_ hereinafter referred to as “ **the Individual Society** ” (which  
expression shall, unless repugnant to the context or meaning thereof be deemed  
to mean and include the sucesors in title) of the **Third Part**;

**AND**

**NAVABHYUDAYA NAGAR DEVELOPMENT PRIVATE LIMITED.**, a  
Company incorporated under the provisions of the Companies Act, 1956 and  
having its office at \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as “ **the  
Developer**” (which expression shall, unless repugnant to the context or meaning

thereof be deemed to mean and include its successors or successors in law) of the **Fourth Part**;

The Purchaser, Federation, Individual Society and the Developer are hereinafter, wherever the context requires, collectively referred to as “ **Parties**” and individually as “**Party**” hereto.

**WHEREAS:**

- A. By and under a Redevelopment Agreement dated [ ●] executed *inter alia* between the Federation and the Developer and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. \_\_\_\_\_ (“**the said Development Agreement**”), the Federation has granted redevelopment rights unto the Developer to re develop the said Land together with the right to redevelop the 48 (forty eight) buildings standing thereon in “**the Existing Buildings**” in the manner and on the terms and conditions as detailed therein. The said Land and the Existing Building are hereinafter referred to as “**the said Property**”;
- B. In accordance with the terms of Clause 7.1 of the said Development Agreement, the Member(s) of the Individual Societies of the Federation are entitled to transfer, assign and sell their respective right, title interest together with the benefits and obligations in their Existing Flats and/or Existing Shops unto Purchasers during the subsistence of the said Development Agreement after seeking prior written consent of the Individual Society and the Federation;
- C. In light of the above, Mr./Mrs/Ms. [●] (“**Member**”) has sought for the consent of the Individual Society and the Federation for transferring his/her/their right, title interest together with the benefits and obligations in the Existing Flat/Existing Shop in favour of the Purchaser herein.
- D. The Individual Society and Federation has duly given their consent thereof to the Member subject to the Purchaser duly agreeing, confirming and undertaking to abide by all the terms and conditions of the said Development Agreement.
- E. In view of the above, the Parties have agreed to execute this Deed whereby the Purchaser has agreed and undertaken to adhere to all the terms and conditions of the said Development Agreement.

- F. The words and expressions used herein but not defined will have the same meaning as described in the said Development Agreement.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED,  
DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE  
PARTIES HERETO AS UNDER: -**

1. In consideration of the consent accorded by the Individual Society and the Federation for the transfer of the Existing Flat/Existing Shop to the Purchaser and in pursuance of the terms and conditions of the said Development Agreement, the Purchaser hereby agrees, confirms and undertakes to adhere to all the terms and conditions of the said Development Agreement and /or any other deeds, documents, writings executed/to be executed by the Federation and the Developer in pursuance thereof.
2. The Purchaser hereby confirms that the Purchaser has been supplied with a copy of the Development Agreement together with all the Annexures thereto and hereby grants his/her irrevocable consent for the redevelopment of the said Property by the Developer in the manner and on the terms and conditions stated in the Development Agreement and /or any other deeds, documents, writings executed/to be executed by the Federation and the Developer in pursuance thereof.
3. The Purchaser confirms that the Purchaser shall enjoy the same rights and benefits and shall be subject to the same responsibilities and obligations as the Member under the said Development Agreement.
4. The Purchaser hereby accords its irrevocable consent to the Federation and the Developer for the development of the said Property in the manner as recorded in the said Development Agreement and also in accordance with the applicable law. The Purchaser hereby agrees and confirms that the Purchaser shall perform all the terms and conditions of the said Development Agreement and any other deeds, documents, writings executed/to be executed by the Federation and the Developer in pursuance thereof and the Individual Society and the Federation shall admit him/her as a member of the New Individual Society.

**IN WITNESS WHEREOF** the parties have hereunder set and subscribed their respective hands to these presents on the date, month and year hereinabove written.

**SIGNED, SEALED AND DELIVERED** )  
by the within named **Purchaser** )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of ... )

1.

2.

**SIGNED, SEALED AND DELIVERED** )  
by the within named **Federation** )  
**THE ABHYUDAYA NAGAR SAHAKARI** )  
**GRIHA NIRMAN SANSTHACHA SANGH** )  
**LIMITED** through the hands of )  
\_\_\_\_\_ ; and )  
\_\_\_\_\_ )  
Pursuant to the resolution passed at its )  
general body meeting held on [●] )  
in the presence of ... )

1.

2.

**SIGNED, SEALED AND DELIVERED** )  
by the within named **Individual Society** )  
through the hands of )  
\_\_\_\_\_ ; and )  
\_\_\_\_\_ )  
Pursuant to the resolution passed at its )  
general body meeting held on [●] )  
in the presence of ... )

1.

2.

**SIGNED AND DELIVERED** )  
by the within named **Developer** )  
**NAVABHYUDAYANAGAR DEVELOPMENT** )  
**PRIVATE LIMITED** )  
\_\_\_\_\_ )  
through the hands of its Director )  
Mr. \_\_\_\_\_ )  
pursuant to the resolution passed )  
at its Board meeting held on..... )  
in the presence of )

1.

2.

