

ANNEXURE “[S1]”
DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made this ___ day of _____, 20__ (“Deed”)

BETWEEN

[_____], adult, Indian Inhabitant aged [___] years residing at [_____], hereinafter referred to as the “**Covenantor/s**” (which express shall, unless repugnant to the meaning or context thereof be deemed to include his/her/their affiliates, heirs, executors, successors and permitted assigns) of the **FIRST PART**;

AND

SIMLA HOUSE CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and bearing Registration No. BOM/HSG/1688 of 1969 dated 15th April 1969 having PAN No. AACAS5794A and having its office address at 51/B, Laxmibai Jagmohandas Marg, Malabar Hill, Mumbai – 400026, hereinafter referred to as “**the Society**”, and represented by its office bearers authorized vide resolution dated [●] which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include, its successors and assigns) of the **SECOND PART**;

AND

KEYSTONE REALTORS LIMITED, a company incorporated under the provisions of the Companies Act 1956, and deemed to be existing under the provisions of Company's Act, 2013 having its Registered Office at 702, "Natraj", Western Express Highway, M.V. Road Junction, Andheri East, Mumbai 400 069, bearing CIN No. L45200MH1995PLC094208 hereinafter referred to as "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its, affiliates, successors and assigns) of the **THIRD PART**.

AND

[_____], adult, Indian Inhabitant, residing at [_____], hereinafter referred to as the "**Confirming Party**" (which expression shall, unless repugnant to the meaning or context thereof be deemed to include his heirs, executors, and administrators) of the **FOURTH PART**. [NOTE: If there is another legal heir relinquishing right/co-owner then they shall be added as confirming party.]

The Covenantor/s, the 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 Development Agreement dated [•] 202_ ("**Development Agreement**") executed by and between the Society, and Developer and registered with the office of Sub-Registrar of Assurances under Serial No. [•], the Society, with the consent and confirmation of its Existing Members, have granted to the Developer, redevelopment rights in respect of all that piece and parcel of land being a part of larger land bearing Cadastral Survey Nos. 442, 443 and 444 of Malabar and Cumballa Hill Division and identified as Plot 'B' admeasuring 11,850 square yards equivalent to 9,908.14 square meters or thereabouts (as per

the Indenture dated 2nd May 1972) and admeasuring 9,371.70 square meters or thereabouts and bearing Cadastral Survey No. 444 (Part) (as per physical site verification) (“**Land**”) together with 5 (five) buildings (“**Existing Buildings**”) standing thereon, each consisting of ground plus 6 (six) upper floors, situate, lying and being at 51/B Laxmibai Jag Mohandas Marg, Mumbai – 400026, in the manner as set-out therein. The Land and the Existing Buildings are hereinafter collectively referred to as the “**Property**”;

- B. Simultaneously, with the execution of the Development Agreement, the Society has also executed in favour of the Developer, a power of attorney (“**POA**”) of an even date to undertake all necessary acts, deeds, things and matter necessary for Development (*as defined under the Development Agreement*). Since the Existing Members were not a party to the Development Agreement, the Existing Members have signed a separate agreement, simultaneously, with the execution of the Development Agreement, to adhere to and abide by the terms of the Development Agreement. The POA and the agreement signed by the Existing Members shall be co-extensive and co-terminus with the Development Agreement.
- C. Capitalized terms used herein but not defined shall have the same meaning ascribed to such terms under the Development Agreement.
- D. [____], being the member of the Society (since deceased) (“**Original Member**”) was during his/her lifetime entitled to and absolutely seized and possessed of [__]%/100% share, right, title and entitlement to [__] ([____]) shares each of the face value of Rs.50 (Rupees Fifty Only) of the Society (“**the said Shares**”) bearing distinctive Nos. [__] to [__] (both inclusive) which are comprised in the Share Certificate bearing No. [__] dated [____] and [__]%/100% share, right, title and entitlement in Flat bearing No. [__]

admeasuring [] square feet (carpet area) (“**the Member’s Existing Unit**”) of Existing Building(s) on the Land.

- E. The Original Member died on [] at []. The Original Member had left his/her Last Will and Testament dated [], whereunder the Original Member bequeathed his/her []%/100% share, right, title and interest in the said Shares and the Member’s Existing Unit to the Covenantor/s. Further, under the Nomination Form dated [], the Original Member had nominated the Covenantor/s as the his/her nominee in respect of the said Shares and the Member’s Existing Unit. The Society has also granted it’s No Objection to the transfer, on the basis of documents available with them, vide their Letter dated []. A copy of the said letter is annexed hereto and marked as **Annexure “[]”**. Accordingly, the Covenantor/s has/have, on account of being the nominee and/or legal heir of the/ from the Original Member, acquired the said Shares.
- F. In light of the above, the Covenantor/s has, subject to formalities under the provisions of applicable law, become entitled to []% share right title and entitlement in the new flat, to be constructed in the New Building as may be allotted by the Society to the Covenantor/s ("**Member’s New Flat**"), in lieu of the Member’s Existing Unit in accordance with the terms of the said Development Agreement.
- G. The Covenantor/s has/have been furnished with a copy of Development Agreement, the POA and all ancillary and supplemental writings, whereby *inter alia*, the Society has agreed to grant the redevelopment rights to the Developer in the manner and subject to the terms and conditions as stated therein and prior to

the execution hereof, the Covenantor/s have read, understood and agreed to the terms contained herein;

- H. Pursuant thereto, the Covenantor/s is/are the [____]%/100% owner of and entitled to occupy and use (as and when constructed) the new premise bearing no. [____] admeasuring [____] square feet (carpet area) equivalent to [____] square meters to be constructed in the New Building known as “[____]” on the Land (“**Member’s New Premises**”) in lieu of old premises bearing No. [____] admeasuring. [____] square feet (carpet area) equivalent to [____] square meters or thereabouts (“**the said Old Premises** ”) on the [____] floor of the said Existing Buildings.

NOW THEREFORE THIS DEED OF ADHERENCE WITNESSETH AS FOLLOWS:

In light of said Shares, the Member’s Existing Unit and the Member’s New Flat (in lieu of the Member’s Existing Unit) being devolved upon the Covenantor/s, the Covenantor/s hereby agree/s and undertake/s as follows:

1. All the aforesaid recitals, schedules and annexures to this Deed shall form an integral, inherent and operative part of this Deed as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly in its entirety.
2. The Covenantor/s hereby confirms the terms and conditions of the Development Agreement, all ancillary and supplemental writings, and all other deeds, documents and writing signed by the Society granting development rights in favour of the Developer in respect of the said Property and hereby covenants with the Society and the Developer to observe, perform and be bound by all the terms and conditions thereof.

3. The Covenantor/s hereby confirms that a copy of the Permanent Alternate Accommodation Agreement dated [____], 20__ executed by the Society and the Developer in favour of the Original Member ("PAAA") has been shared with the Covenantor/s who hereby covenant/s with the Society and the Developer to observe, perform and be bound by all the terms and conditions thereof.
4. The Covenantor/s agree/s to do and undertake all the necessary acts, deeds, matters and things necessary for being admitted as a member of the Society.
5. The Covenantor/s hereby covenant/s that it shall do nothing that derogates from the provisions of the Development Agreement, all ancillary and supplemental writings, and PAAA.
6. The Covenantor/s further confirm/s and recognize/s that the Society and/or the Developer shall not be bound to give effect to any act or voting rights exercised by the Covenantor which are not in accordance with the Development Agreement and/or all ancillary and supplemental writings, and/or PAAA.
7. The Covenantor/s respectively represent/s and warrant/s to the Society and the Developer that:
 - i. He/she/They is/are persons competent to execute and deliver, and to perform his/her/they obligations under this Deed.
 - ii. The execution and delivery by it of this Deed and the performance of his/her obligations hereunder does not and will not violate any provision of any law or regulations or any agreement to which it is a party or by which it or any of its properties are bound.
 - iii. No authorization or approval of any authority is required to enable him/her to lawfully perform its obligations hereunder.

8. The Covenantor/s agrees to indemnify and shall keep indemnified the Society and the Developer against all claims, liabilities, damages, costs, charges, expenses, losses, legal proceedings, injuries, made against or suffered or incurred by the Society and/ or the Developer by reasons of breach of any provision of the said Development Agreement and/or the PAAA and/or this Deed or due to any default, act or omission by the Covenantor/s under the said Development Agreement and/or the PAAA and/or this Deed.

9. The Covenantor/s and the Confirming Party hereby jointly and severally agree to indemnify and shall keep indemnified the Society and the Developer against all claims, liabilities, damages, costs, charges, expenses, losses, legal proceedings, injuries, made against or suffered or incurred by the Society and/ or the Developer by reasons of breach of any provision of the said Development Agreement and/or the PAAA and/or this Deed or due to any default, act or omission either jointly or severally by the Covenantor/s and the Confirming Party under the said Development Agreement and/or the PAAA and/or this Deed.

10. Any disputes arising under this Deed shall be governed by the provisions of Clause 16 of the said Development Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
 withinnamed **COVENANTOR/S**)
 [])
 in the presence of ...)

Witness:

- 1.

2.

SIGNED, SEALED AND DELIVERED)
by the withinnamed **SOCIETY**, being)
SIMLA HOUSE CO-OPERATIVE HOUSING)
SOCIETY LIMITED, through the hands of)
_____ ; and)
_____)
Pursuant to the resolution passed at its)
general body meeting held on [●])
in the presence of ...)

SIGNED AND DELIVERED)
by the withinnamed **DEVELOPER**, being)
KEYSTONE REALTORS 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.