

FORM-F
Deed of Transfer of Apartment
(See rule 7(1)) of Odisha Apartment (Ownership and Management) Rules
made under the Odisha Apartment (Ownership and Management) Act,
2023(Odisha Act of 2023)

This deed of Transfer of Apartment executed on thisday of
.....2024

By and Between

Sai Arati Homes Pvt. Ltd., a company duly incorporated under the Partnership Act, 1932, having its registered office at Plot No – 378, Goutam Nagar, In front of Harihar Bidyapitha, Po-BJB Nagar, Ps- Badagada, Bhubaneswar, Dist – Puri, Odisha, represented through its Director Shri Ramakanta Samantaray aged about 47 years, S/o Sri Sarat Chandra Samantray, MOB-9337195059. by profession – Business, hereinafter referred to as the “**Promoter**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees); (PAN-AQEPS9801P)

AND

Sai Arati Homes Pvt. Ltd.

Ramkanta S.A.
Director

Mr./Ms.....,(Aadhar No.....)
Son/daughter ofaged about.....years, residing at
.....(PAN.....),hereinafter called
“Purchaser” (which expression shall unless repugnant to the context or
meaning thereof be deemed mean and include his/her heirs, executors,
administrators, successors-in-interest and permitted assignees)

1. WHEREAS, GPA Document No – 11532205921, dated – 04.11.2022 of SRO Pipili, Executed by (1) Manasi Mullick, W/o Late Rabi Narayan Mullick (2) Sibasis Mullick S/o Late Rabi Narayan Mullick (3) Sibani Mullick D/o Late Rabi Narayan Mullick Resident of At /P.O/ P.S – dharmasala, Dist – Jajpur, Odisha At Present – Ganga Mandir, Cuttack, Dist – Cuttack, (Here in after called and referred as land owners).
2. GPA Document No - 11532305741 dated – 30..10.2023 of SRO Pipili, Executed by (1) Manasi Mullick, W/o Late Rabi Narayan Mullick (2) Sibasis Mullick S/o Late Rabi Narayan Mullick (3) Sibani Mullick D/o Late Rabi Narayan Mullick Resident of At /P.O/ P.S – dharmasala, Dist – Jajpur, Odisha At Present – Ganga Mandir, Cuttack, Dist – Cuttack (Here in after called and referred as land owners).
3. Developmental Agreement Document No - 11531703428, dated 14.11.2017 SRO Pipili, Executed by (1) Manasi Mullick, W/o Late Rabi Narayan Mullick (2) Sibasis Mullick S/o Late Rabi Narayan Mullick (3) Sibani Mullick D/o Late Rabi Narayan Mullick Resident of At /P.O/ P.S – dharmasala, Dist – Jajpur, Odisha At Present – Ganga Mandir, Cuttack, Dist – Cuttack (Here in after called and referred as land owners).

And whereas the Said Land is earmarked to build [residential] project, comprise S+5 Residential Medium Income Housing over in Mouza - Pubasasan, Plot no - 1644(P),1636(P),1633,1632,1635(P),1634(P), Khata no- 615(A),767/1383,713, Kissam – Gharabari, Plot Area- 3679.27 sq.mtr, vide- Approval letter No - BP/BDA/009807, Bhubaneswar Development Authority, Dated-14/05/2024, the said project know as -“ **PARX RESIDENCY**”, which has been registered under the RE (R &D) Act,2016 and the Rules made there under bearing ORERA Registration Certificate No.....
.Dated...../...../.....

Sai Arati Homes Pvt. Ltd.

Ramkash S. A.
Director

And where the promoter has executed a deed of Agreement for sale in favour of the allottee purchaser by a deed datedand registered at the office of thewhich is annexed I this deed as Annexure-1;

And whereas in pursuance of the aforesaid agreement for sale, apartment No.....having carpet area of.....square feet, type.....,No.....floor in [Tower/block/building]No.....(building) along with garage/close parking No.....measuring.....square feet, in the..... and undivided proportionate interest in common area and facilities of the Purchaser (hereinafter referred as apartment) more fully described I schedule 'A' and the approved floor plan and the apartment is annexed hereto and marked as Schedule 'B'

And whereas the occupancy certificate has been issued in respect of the said apartment of the building situated in the said project be the local authority vide No..... dated..... and annexed to the deed as Annexure-2

And whereas the promoter/association Allottee has submitted the Declaration before the competent authority and the copy of declaration(s) is annexed to this Deed as Annexure-3;

NOW, THEREFORE THIS DEED OF TRANSFER OF APARTMENT WITNESSES AS FOLLOWS:

1. That in consideration of Rs.....(Rupees.....)only paid by the purchaser to he said promoter, which the promoter hereby acknowledges as the lawful and final price of the Apartment and the promoters hereby transfers the said Apartment No..... having carper area ofsquare feet type....., No.....floor in [Tower/block/building] No.....(building),along with garage/close parking No.....measuringsquare feet in the as permissible under the applicable law and of

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Ramkesh S. A.
Director

undivided interest in common areas and facilities as defined in clause (i) of section 2 of the Act, as describe in the Schedule –A and floor plan of the apartment as is annexed hereto as mark as schedule B of the property of the said project situated at Mouza – Pubasasan, Tahasil – Pipili, P.S. – Pipili, District – Puri, under the Jurisdiction of Sub-Registrar Office, Pipili, has been allotted to the purchaser as described in the said Schedule into the use of purchaser to have to hold the same absolutely free from encumbrance without any interference and disturbance by the promoter or any one claiming through or under it.

1.2 The total above consideration based on the carpet area is Rs..... (Rupees.....only)(“Total Price”)(Give break up and description);

Explanation:

(i) The Total Price above includes the booking amount paid be the Allottee /purchaser to the Promoter towards the Apartment.

(ii) The Total Price above includes Taxes (Consisting of tax paid by the promoter by way of goods and services tax, cess and such other taxes levied, in connection with the construction of the project and paid by the promoter) of the date of handling over the possession of the Apartment/to the purchaser;

(iii) The Total Price of [Apartment] includes: 1) undivided interest in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

2. That the said apartment as referred to in paragraph 1 above of this deed shall hereinafter be subject to the provisions of the Odisha Apartment (Ownership and Management) Act, 2023(Odisha Act of 2023) and further declare that the purchaser shall comply strictly with the covenants conditions and restrictions set forth in the Deed and with the Bye laws forming part thereof including administrative

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rules/guidelines made pursuant to By law as mentioned from time to time.

3. The Promoter acknowledges the purchaser shall have the absolute right title and interest to the [Apartment] as mentioned below.
 - (i) The purchaser shall have exclusive ownership of the [Apartment as more fully described] Schedule A of this deed.
 - (ii) The purchaser shall also have an undivided interest in common areas, Where the interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the purchaser shall use the Common Areas and facilities along with other occupants, maintenance staffs etc., without causing any inconvenience or hindrance to them.
 - (iii) The promoter shall hand over the common area to the association of Allottee after duly obtaining the occupancy certificate from the competent authority as provided in the Acts.
 - (iv) The purchaser shall have exclusive right to use Basement Car Parking No..... as detailed mentioned Schedule-A. The Purchaser shall have right over the car Park(s) till his Ownership continues and if the Purchaser transfers the Apartment; he shall case to be Owner of the car Parks.
4. Upon execution of this deed it shall be lawful for the purchaser to hold enter upon use occupy and enjoy the apartment as stated above without any claim or interference, whatsoever, by the promoter.
5. That the purchaser shall-
 - (a) To maintain the apartment at his own cost and keep it in good condition and repair the said apartment within intimation to the association and not to do any repair work or construction in violation of laws rules or byelaws.
 - (b) Use common area and facilities in accordance with purposes for which they are intended without hindering on encroaching upon lawful life and other apartment owner;

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- (c) Keep the apartment, its wall partitions, sewer, drains and pipes and appurtenances and their belonging thereto in good condition and ensure that the support, Shelter of the building are not in any way damaged or jeopardized;
 - (d) Not changed the colour of the outer wall or painting of the window or carry out any changes in the exterior elevation or design.
 - (e) Not put any signs board or nameplates, publicity materials or advertising materials, etc. on the face or faces of the building or anywhere on the exterior of the project, building therein or common areas and facilities.
 - (f) Not to use the services areas and the basement in any manner whatsoever other than the earmarked parking space, which is meant for use by the association on allottees for rendering maintenance on services or any other use permitted for the time being in force.
 - (g) Not take any action which will adversely affect the right of the association of allottees with respect to common areas and facilities which are vested or to be vested to the association of allottees.
6. That the purchaser covenants shall comply with the provision of the deed, bylaws decision resolution, guidelines and regulation of the association of allottees and instruction, the direction of the office bearer of the allottees which are conveyed or issued in accordance with the Act, rules and bye-laws.
7. The Purchasers shall abide by the bye laws of the association and pay contributions towards the common expenses payable for common area and facilities, and also pay government and municipal taxes or both in due time and shall not be defaulted in such dues and common expenses charged by the association.
8. No purchaser shall do any work which would be prejudicial to the soundness or safety of the property or reduce the values thereof or impair any easement or hereditaments nor shall any apartment owner

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Director

add any material structure or excavate additional basement or cellar without first obtaining the consent of all the other apartment owner, association or apartment owners formed as per the provision of the Act.

9. That the purchaser shall have the absolute right to lease his apartment provided that the said lease is made subject to the covenant and restrictions contained in the deed and deed of transfer of common areas and further subject to the provisions of the bye laws.
10. That if the purchaser intends to transfer his apartment, he shall obtain no dues certificate from the association of Allottees before such transfer.
11. That the percentage of undivided interest in common areas and facilities appertaining to the apartment mentioned in Schedule A shall not be encumbered in any manner whatsoever on each apartment.
12. That for the purpose of stamp duty and registration fee to be imposed on the registration of this deed of the apartment shall be owned by the purchaser exclusively and the promoter shall have no liability whatsoever thereto.

SCHEDULE 'A'

District – Puri, Tahasil – Pipili, Thana - Pipili, Under Jurisdiction of Sub Registrar, Pipili, Mouza – Pubasasan, Khata No – 615(A), Plot No – 1644, Kissam – Gharabari, Area Ac.0.096.5 decimals, Plot No 1636, Kissam – Gharabari, Ac.0.096.5 decimals out of Area Ac.0.600 decimals, Khata no – 767/1383, Plot No – 1633, Kissam – Gharabari, Area Ac.0.090 decimals, Plot No – 1632, Kissam – Gharabari, Area – Ac.0.520 decimals, Plot No – 1635, Kissam – Gharabari, Area – Ac0.081 decimals, Khata No – 713, Plot No – 1634, Kissam – Gharabari, Area –Ac0.025 decimals out of Ac0.080 decimals, Khata No – 767/1383, Plot No -1635, Area Ac.0.015 decimals, Kissam Gharabari.

Total One Mouza, Three Khata, Six Plot.

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Director

Total Document Area – **Ac.0.909 decimals (i.e. 3679.27 sqmt.)**

Total Transaction Area – **Ac. 637.00 decimals (i.e.2578.53 sqmt.)**

SCHEDULE 'B'
(Schedule of Apartment)

The area transferred in favour of vendee measuring Ac.....decimals of undivided impartible interest out of total area Ac. 909 decimal. building there on measuring **Carpet Area**.....Sqft assigned as **Flat No.** on **Floor No**..... including parking space No.....Area.....and the facilities as mentioned in the approved plan, on the stilt floor of the apartment named styled as “--**“PARX RESIDENCY”**”.

BOUNDED BY-

NORTH-.....

SOUTH-.....

EAST-

WEST-

IN WITNESS WHEREOF THE PARTIES HERETO SET THEIR RESPECTIVE HANDS AND SIGNED THIS DEED OF APARTMENT, at.....(city/town) the day, the month and year mentioned above.

Sai Arati Homes Pvt. Ltd.


Director

Signature of the Promoter

Signature of the Purchaser

WITNESSESSd

FORM G

Deed of transfer of Common Area and Facilities

See rule 7(1)

This deed of Transfer of common area and facilities executed on thisday of 20.....

By and Between

[If the promoter is a company]

Sai Arati Homes Pvt Ltd. (CIN No – U70101OR2015PTC019312), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **Plot No – 378, Goutam Nagar, In front of Harihar Bidyapitha, Po-BJB Nagar, Ps- Badagada, Bhubaneswar, Dist – Puri, Odisha (PAN No- AAWCS1229E)** represented by its director **Sri. Ramakanta Samantaray, (Aadhaar No- XXXX XXXX 6833) aged about 47 years S/o-Sri Sarat Chandra Samantray** by caste Khandayat ,by Profession : Business authorized vide board resolution datedhereinafter referred as the **“promoter”** (which expression shall unless repugnant to the context or meaning thereof) be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

AND (Name and Address of the association of allottees) is an association body corporate registered/deemed to have been registered under the provisions of the Odisha Apartment (ownership and management) Act, 2023 having its office at represented by the secretary (authorized signatory)Aadhar no..... herein after referred to as the association of allottees(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successor-in-interest, executors, administrators and permitted assignees.

(1) Manasi Mullick, W/o Late Rabi Narayan Mullick, (2) Sibasis Mullick S/o Late Rabi Narayan Mullick, (3) Sibani Mullick D/o Late Rabi Narayan Mullick (; Owner ;) is the absolute and lawful Owner Of Plot No - 1644(P),1636(P),1633,1632,1635(P),1634(P), Khata No - 615(A),767/1383,713 Totally admeasuring 0.909 square meters situated at PUBASASAN in tehsil & District PIPILI & PURI (“said land “) The Owner and the Promoter have entered into a Development Agreement Document Number – **11531703428** dated **14.11.2017** Registered as Article IA-5(2) at the office District Sub-Registrar Office, Pipili.

AND whereas the said land is earmarked to build residential project comprise S+5 Multi-storied apartment buildings and [insert any other components of the projects] and the said project known as ‘PARX RESIDENCY’ (“Project”) which has been registered under the RE (R&D) Act, 2016 and the rules made there under bearing registration certificate No..... and the approved lay out plan of project is annexed to this deed and marked as Annexure-1

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And whereas the promoter has transferred the apartment construed over the approved project (please insert detailed of the apartment area transferred to different allottees/purchaser and it is required to transfer the common area and facilities (herein after refer to as the common area) to the association of allottees as per sub-section (1) of Section (17) of the RE (R&D) Act, 2016;

And whereas the occupancy certificate has been issued in respect of apartments covered under the approved project.

And whereas the common areas as mentioned in the approved plan of the project has been more-fully described in the schedule to this deed.

And whereas the promoter/association allottee has submitted the Declaration before the competent authority and the copy of Declarations(s) is annexed to this deed as Annexure2

NOW, THEREFORE THIS DEED OF TRANSFER OF COMMON AREAS AND FACILITIES WITNESSES AS FOLLOWS:

1. That the said Common area as referred in the SCHEDULE to this deed shall hereinafter be subject to the provisions of the Odisha Apartment (Ownership and Management) Act, 2023 (Odisha Act of 2023);
2. The Promoter acknowledges that the purchaser while have the absolute right, title and interest in their respective apartment, the un-divided proportionate title in the common area shall stand transferred to the association of the allottees and as mentioned below:
 - a) The purchaser of the apartment (hereinafter referred to as the Apartment owner) shall have an undivided interest in common areas which cannot be divided or separated.
 - b) The Apartment owner shall use the Common Areas and facilities along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
 - c) The promoter shall hand over the common areas to the association of allottees after duly obtaining the occupancy certificate from the competent authority as provided in the Act.
3. upon execution of this deed it shall be lawful for the apartment owner to hold, enter upon, use, occupy and enjoy the Common area as stated above without any claim or interference whatsoever by the promoter.
4. That the Apartment owner shall Comply with the provision of the deed, byelaws, decision, resolution, guidelines and regulation of the association of allottees and instruction, the direction of the office bearer of the Association Allottees which are conveyed or issued in accordance with the Act, rules and bye- laws in respect of common areas.
5. That the common areas (whether general & restricted) shall remain undivided and no owner shall bring any action for partition or division thereof.
6. The percentage of the undivided interest of each apartment owner in the common areas and facilities shall have a permanent character and shall not be altered without the consent of all the apartment owners.
7. The percentage of the undivided interest in the common area and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or

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encumbered with the apartment, even though such interest is not expressly mentioned in the conveyance or other instrument.

8. The necessary work relating to maintenance, repairs and replacement of the common area and facilities and the making of any additions or improvements thereto. shall be carried out by the association of allottees only in accordance with the provisions of this Act and the bye-laws.

SCHEDULE

TABLE

COMMON AREA AND FACILITIES

(A) Details of land

- (i) Plot No: 1644(P),1636(P),1633,1632,1635(P),1634(P)
- (ii) Mouza : PUBASASAN
- (iii) Khata No. 615(A),767/1383,713
- (iv) Village/City: PUBASASAN
- (v) Bounded by
North
South
East
West

(B) Building

Sl.No.	Description	Area in Sqm.	Floor	Total
1	2	3	4	5
1.	Stair case			
2.	Lift			
4.	Fire Escape			
5.	Common basement			
6.	Corridor			
7.	Watchmen's Room			
9.	Electrical Room			
10.	Pump House			
11.	Open Terrace			
12.	Society Room			
15.	Room			

(C) Facilities

Sl.No.	Description	Area in Sqm.	Floor	Total
1		3	4	5
1.	Air conditioning plant			
3.	Open Parking			
4.	Water Tank			
5.	Sumps			
6.	Fire Installation equipments			
7.	Rain Water harvesting structure			

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8.	Composting pits			
9.	Micro composting centre			
10.	STP			
11.	Motors			
12.	Solar Panels			
13.	Water heating system			
17.	Equipments			

NB: Additional item, if any, may be added for the purpose of common area and facilities other than common area and facilities mentioned above.

IN WITNESS WHEREOF THE PARTIES HERETO SET THEIR RESPECTIVE HANDS AND SIGNED THIS DEED OF APARTMENT at _____ (city/town) the day, the month and year mentioned above.

(Signature of the promoter)

Signature of authorized person

on behalf of _____

(Name) Association of Allottees

Sai Arati Homes Pvt. Ltd.

Director