

FORM F
Deed of Transfer of Apartment
(See rule 7(1))

This Deed of Transfer of Apartment executed on this_____ day of _____, 202.... at Bhubaneswar.

BETWEEN

DWARKA BUILDERS, a Company registered under Indian Partnership Act, 1932. bearing Firm No. 920202400616 of 2024 and PAN NO: AAVFD6468J and having its registered office at: Plot No. 3115/21306, Khata No. 3470/3223, Dhenkanal Town, Laxmi Bazar, Gandhi Mandir Road, Dist. - Dhenkanal, Odisha, PIN: 759001, through its Partner of **Sri Manoj Kumar Agarwalla**, aged about 43 years, S/o- Jagdish Prasad Agarwalla, by Caste- Marwadi, by Profession- Business, PAN- AAUPA3702H & **Sri Sitesh Agarwalla**, aged about 41 years, S/o- Sanwar Mal Agarwalla, by Caste- Marwadi, by Profession- Business, PAN- AAUPA3723C, (here-in-after called the **VENDOR/SELLER**) which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, administrators, representatives and permitted assigns). **ONE PART.**

FOR - DWARKA BUILDERS
Manoj Kumar Agarwalla
Partner

FOR - DWARKA BUILDERS
Sri Sitesh Agarwalla
Partner

AND

MR./Ms. _____, Aadhar no. _____, aged about ____ years, S/o _____, by Caste - _____, by Profession - _____, resident of At - _____, P.O. - _____, P.S. - _____, Dist. - _____, Pin - _____, State - _____, PAN - _____, here-in-after called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). **OTHER PART.**

[Please insert details of other Purchaser (s), in case of more than one Purchaser]

Whereas the Promoter is the absolute lawful owner of Khata No. 3470/5279, Plot No. 5611/22518 & 5610, totally admeasuring 1517.60 square meters situated at Mouza- Dhenkanal Town, in Tehsil- Dhenkanal Sadar & District- Dhenkanal ("Said Land") vide Sale deed(s) dated. 05.05.2022 registered as document no. 10502202143 at the office of the Sub-Registrar, Dhenkanal.

And whereas the Said Land is earmarked to build a [commercial/residential/any other purpose] project, comprise S+5 storied apartment MIG buildings and [insert any other components of the Projects] and the said project known as' "MANORAMA ENCLAVE" vide Letter No. BP/DKN/007944, dtd. 29.02.2024, File No. BP-DKN-2023-09-20-025728. which has been registered under the RE (R&D) Act, 2016 and the Rules made thereunder bearing registration ORERA certificate No.....Dated.....;

And whereas the promoter has executed a deed of Agreement for sale in favour of the allottee/purchaser dated and registered at the office ofwhich is annexed in this deed as Annexure -1;

And whereas in pursuance of the aforesaid agreement for sale, apartment No.....having carpet area of Square feet type onfloor in [Tower/block/building] No.....(building) along with garage/close parking No..... measuringsquare feet in the; (Please Insert location of garage/close parking) and undivided proportionate interest in common area and facilities of the Purchaser (hereinafter referred as apartment) morefully described in 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 by 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;

FOR - DWARKA BUILDERS

Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS

[Signature]
Partner

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

1. That in consideration of Rs.(Rupees) paid by the purchaser to the 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 carpet area of..... square feet type....., ON.....floor in [Tower/block/building] No.....(building) along with garage/close parking No.....measuringSquare feet in the[please insert the location of garage/close parking] as permissible under the applicable law and of 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..... (detail) 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 encumbrances without any interference and disturbance by the promoter or anyone 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 by 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 to the date of handing 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 this Deed and with the Bye laws forming part thereof including administrative rules/guidelines made pursuant to Bye-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.

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
S. K. Singh
Partner

(II) The purchase 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 staff, etc., without causing any inconvenience or hindrance to them,

(III) 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.

(IV) The Purchaser shall have exclusive right to use Basement Car Parking No..... as detailed mentioned in 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 cease 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;

(c) Keep the apartment, its walls, 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 jeopardised;

(d) Not to change the colour of the outer wall or painting of the window or carry out any changes in the exterior elevation or design.

(e) Not to 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 were vested or to be vested to the association of allottees.

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
[Signature]
Partner

(6) That the purchaser covenants shall comply with the provision of the deed, byelaws, decision, resolution, guidelines and regulation of the association of allottee sand 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 areas 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 value thereof or impair any easement or hereditament nor shall any apartment owner add any material structure or excavate additional basement or cellar without first obtaining the consent of all the other apartment owner. Association of apartment owners formed as per the provision of the Act.

(9) That the purchaser shall have the absolute right to lease his/her 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/her apartment, he/she 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.

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
S. K. Singh
Partner

SCHEDULE-A

(Schedule on the details of Apartment)

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.

District - Dhenkanal, Tahasil/P.S- Dhenkanal sadar, under the jurisdiction of Sub-Registrar, Dhenkanal, Mouza- Dhenkanal Town, **Khata No. 3470/5279** (Three thousand four hundred seventy/Five thousand two hundred seventy nine) **Plot No. 5611/22518** (Five thousand six hundred eleven/Twenty two thousand five hundred eighteen) Area **Ac.0.320** decimal & **Plot No. 5610** (Five thousand six hundred ten) Area **Ac.0.055** decimal, Total One Mouza One Khata Two Plots Area **Ac0.375** Decimal, **Kisam** – Gharabari. (1517.60 Sqmt).

(Signature of the promoter)

(Signature of purchaser)

(Including Joint purchaser)

1.

2.

Witnesses

(Name and address)

1.

2.

N.B: This is a model deed of conveyance and its clauses may be appropriately attended to comply to the provisions of extant laws and the facts specific to the transactions.

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
S. K. Singh
Partner

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 this _____ day of _____, 20____,

By and Between

DWARKA BUILDERS, a Company registered under Indian Partnership Act, 1932. bearing Firm No. 920202400616 of 2024 and PAN NO: AAVFD6468J and having its registered office at: Plot No. 3115/21306, Khata No. 3470/3223, Dhenkanal Town, Laxmi Bazar, Gandhi Mandir Road, Dist. - Dhenkanal, Odisha, PIN: 759001, through its Partner of **Sri Manoj Kumar Agarwalla**, aged about 43 years, S/o- Jagdish Prasad Agarwalla, by Caste- Marwadi, by Profession- Business, PAN- AAUPA3702H & **Sri Sitesh Agarwalla**, aged about 41 years, S/o- Sanwar Mal Agarwalla, by Caste- Marwadi, by Profession- Business, PAN- AAUPA3723C, 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);

AND

_____ (Name & 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 (authorised 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, administrator and assignees.

Whereas the Promoter is the absolute lawful owner of Khata No. 3470/5279, Plot No. 5611/22518 & 5610, totally admeasuring 1517.60 square meters situated at Mouza- Dhenkanal Town, in Tehsil- Dhenkanal Sadar & District- Dhenkanal ("Said Land") vide Sale deed(s) dated. 05.05.2022 registered as document no. 10502202143 at the office of the Sub-Registrar, Dhenkanal.

FOR - DWARKA BUILDERS

Manoj Kumar Agarwalla
Partner

FOR - DWARKA BUILDERS

Sitesh Agarwalla
Partner

And whereas the Said Land is earmarked to build a [commercial/residential/any other purpose] project, comprise S+5 storied apartment MIG buildings and [insert any other components of the Projects] and the said project known as' "MANORAMA ENCLAVE" vide Letter No. BP/DKN/007944, dtd. 29.02.2024, File No. BP-DKN-2023-09-20-025728. which has been registered under the RE (R&D) Act, 2016 and the Rules made thereunder bearing registration ORERA certificate No.....Dated.....; and the approved lay out plan of project is annexed to this deed and marked as Annexure-I

And whereas the promoter has transferred the apartment constructed 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 Declaration(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.

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
S. K. Singh
Partner

(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 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. 5611/22518 & 5610

(ii) Mouza. Dhenkanal

(iii) Khata No. 3470/5279

(iv) Village/City. Dhenkanal

(v) Bounded by

North

South

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
S. K. Singh
Partner

East

SI No.	Description	Area In Sqm.	Floor	Total
1	2	3	4	5
1	Stair case			
2	Lift			
3	Lobbies			
4	Fire Escape			
5	Common basement			
6	Corridor			
7	Watchman's Room			
8	General Toilet/Bath			
9	Electrical Room			
10	Pump House			
11	Open terrace			
12	Society Room			
13	Gym			
14	Club			
15	Office Room			

West

(B) Building

(C) Facilities

SI No.	Description	Area In Sqm.	Floor	Total
1	2	3	4	5
1	Air conditioning plant			
2	Incinerator			
3	Open Parking			
4	Water Tank			
5	Sumps			
6	Fire Installation equipment's			
7	Rain water harvesting structure			
8	Composting pits			
9	Micro composting centre			
10	STP			
11	Motors			
12	Solar Panels			
13	Water heating system			
14	Swimming Pool			
15	Children's play area			
16	Parks			

FOR - DWARKA BUILDERS

 Partner

FOR - DWARKA BUILDERS

 Partner

17	Equipments			
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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.

District - Dhenkanal, Tahasil/P.S- Dhenkanal sadar, under the jurisdiction of Sub-Registrar, Dhenkanal, Mouza- Dhenkanal Town, **Khata No. 3470/5279** (Three thousand four hundred seventy/Five thousand two hundred seventy nine) **Plot No. 5611/22518** (Five thousand six hundred eleven/Twenty two thousand five hundred eighteen) Area **Ac.0.320** decimal & **Plot No. 5610** (Five thousand six hundred ten) Area **Ac.0.055** decimal, Total One Mouza One Khata Two Plots Area **Ac0.375** Decimal, **Kisam** – Gharabari. (1517.60 Sqmt).

(Signature _____ of _____ the _____ promoter)
Signature of authorised Person

On behalf of _____ (Name)
Association of Allottees

FOR - DWARKA BUILDERS
Mang Kumar Aggarwal
Partner

FOR - DWARKA BUILDERS
S. K. Singh
Partner