

The Odisha Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 339, CUTTACK, FRIDAY, FEBRUARY 16, 2024/MAGHA 27, 1945

HOUSING & URBAN DEVELOPMENT DEPARTMENT

NOTIFICATION

The 16th February, 2024

No.3810—HUD-TP-POLICY-0005/2020/HUD.— Whereas, the draft of the Odisha Apartment (Ownership and Management) Rules, 2023 was published in the Extraordinary issue of the *Odisha Gazette* No. 2393, dated the 13th October, 2023 issued under the notification of the Government of Odisha in the H & U.D. Department No.20467-HUD-TP-POLICY-0005/2020/HUD, dated the 13th October, 2023 inviting objections and suggestions from all persons or Authority likely to be affected thereby till the expiry of the period of thirty days from the date of publication of the said notification in the *Odisha Gazette*;

And, whereas, objections and suggestions in respect of the said draft rules received before the expiry of period so specified have been duly considered by the State Government;

Now, therefore, in exercise of the powers conferred by Section 33 of the Odisha Apartment (Ownership and Management) Act, 2023, (Odisha Act 8 of 2023), and in supersession of the Odisha Apartment Ownership Rules, 1992 as amended from time to time, except as respects things done or omitted to be done before such supersession, the State Government do hereby make the following rules for carrying out the purposes of the Act, namely:—

1. Short title and commencement.—(1) These rules may be called the Odisha Apartment (Ownership and Management) Rules, 2024.

(2) They shall come into force on the date of their publication in the *Odisha Gazette*.

2. Definitions. – (1) In these rules unless the context otherwise requires,—

(a) “Act” means the Odisha Apartment (Ownership and Management) Act, 2023 (Odisha Act 8 of 2023);

(b) “Form” means a form appended to these rules;

(c) “RE (R&D) Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(d) “Schedule” means the Schedule appended to these rules; and

(e) “section” means a section of the Odisha Apartment (Ownership and Management) Act, 2023.

(2) Words and expressions used herein but not defined in these rules but defined in the Act, the RE (R&D) Act or any other relevant law for the time being in force, shall have the same meaning as, respectively, assigned to them in the Act, law and rules.

3. Formation and registration of association of allottees. – (1) The promoter or the allottees shall submit an application in **Form A** to the Competent Authority for formation and registration of association of allottees accompanied with their bye-laws for its approval.

(2) The association of allottees shall be formed in consonance with the modelbye-laws as specified in the Schedule.

(3) The Competent Authority after satisfying himself that the proposed association of allottees and its bye-laws are in consonance with the provisions of the Act and the RE(R&D) Act, shall register the association of allottees for the purposes of the Act and from the date of such registration the association of allottees so formed shall become a body corporate by the name under which it is registered and shall discharge its powers and duties and perform functions in accordance with the provisions of the Act and the rules made thereunder and bye-laws as approved by the Competent Authority.

(4) Where separate association of allottees in the project is required to be formed as referred to in the first proviso to sub-section (4) of Section 14, the Promoter or the

allottees, as the case may be, shall submit separate application for formation of each such association in **Form A** to the Competent Authority.

(5) The Competent Authority shall grant Registration Certificate in **Form B**.

4. Modification of bye-laws of association of apartment owner.- In case of association of apartment owners, by whatever name called, registered under any law for the time being in force, prior to commencement of the Act, the person in charge of office of the said association of apartment owners shall make an application in **Form C** to bring their bye-laws in consonance with the provisions of the model bye-laws specified in the Schedule.

5. Submission of declaration. -(1) The Promoter shall immediately after issue of Occupancy Certificate, but not later than thirty days from the date of issue of such certificate, submit a declaration in **Form D** as per section 9 before the Competent Authority :

Provided that where the apartment has already been handed over to the apartment owners before commencement of the Act and the Promoter is unable to submit declaration, the Competent Authority after observing the procedure mentioned in sub-section (2) of section 9 may allow the association of the apartment owners to submit the declaration in **Form D**.

(2) The competent authority shall after making necessary scrutiny make an entry in the register in **Form E**.

6. Amendment of the declaration. – (1) A declaration may be amended under any of the following circumstances, namely:-

(a) When there is a bona fide mistake in the declaration;

(b) When after submission of declaration, there is any alternation in the description of nature of the property or building or any part thereof to which such declaration relates; or

(c) When the Competent Authority suggests that an amendment is necessary for carrying out the purposes of the Act.

(2) Where under any of the circumstances specified in sub-rule (1), any amendment is to be made in the declaration, the promoter or association of allottees, as the case may be, shall submit to the Competent Authority, a fresh declaration in **Form D** super scribed as "Amendment to the Declaration" incorporating amendments suggested in place of the portion or portions to be amended.

(3) The Competent Authority after making necessary scrutiny shall make entry in register in **Form E** and upon such entry such declaration shall be final.

7. Execution of deed of transfer of Apartment. - (1) The Promoter shall execute first deed of transfer of apartment in favour of allottee or transferee in **Form F** and another deed of transfer in favour of association of allottees in respect of common areas of the project in **Form G** and submit the same along with the documents mentioned in sub-section (2) of Section 8 including the deed of agreement for sale executed under the provisions of the RE(R&D) Act and the rules made thereunder in duplicate to the Competent Authority and the said authority after satisfying himself as to the correctness of the content thereof make an endorsement of his acceptance on the body of the said deed certifying the fact of his acceptance under his signature and official seal and shall return, within thirty days from the date of receipt of the sale deed, the same along with the enclosed documents to the promoters or the transferor, as the case may be, for its registration by the registering authority empowered under the Registration Act 1908,(16 of 1908) and who shall, after registering the deed forward a certified copy of the deed of transfer of apartment to the Competent Authority to enable him to make necessary entries in the register maintained in **Form H**.

Provided that where separate association of allottees formed under the proviso to sub-section (4) of Section 14 and the common area of the project is clearly separated and delineated and approved by the Authority under RE(R&D) Act, the promoter may execute another deed of transfer in **Form G** in favour of the such association of allottee for the said common area.

(2) Where Apartments along with undivided interest in common area have been transferred to the apartment owners prior to commencement of the Act, the undivided proportion of title in the common area of the project as deemed to have

been transferred in favour of association of allottees under sub-section (8) of Section 8, such association of allottees shall, within six months from the date of commencement of these rules, intimate such undivided common area of the project in **Form I** to the Competent Authority concerned who shall after satisfying himself as to the correctness of content thereof, make necessary entry in the register maintained in **Form H**.

8. Memorandum of appeal. - (1) Any person aggrieved by an order passed, or direction issued under the Act and the rules made thereunder or the bye-laws may prefer an appeal, in **Form J** before the Appellate Authority within a period of thirty days from the date of issue of the order or direction accompanied with fee of one hundred rupees.

(2) The fee shall be paid in the form of demand draft drawn on any Scheduled Bank or through online mode as may be notified by the State Government.

FORM A

[see sub-rules (1) and (4) of rule 3]

(Application for registration of Association of allottees)

To
The Competent Authority

.....
 Sir,

I, Promoter of the apartment project registered with the Odisha Real Estate Regulatory Authority, Bhubaneswar under the name and style of.
 (the copy of such registration is annexed to this application as *Annexure 1*) apply for registration of the Association of allottees formed by the allottees of the aforesaid Project. Details of such formation in the form of Memorandum has been annexed to this application as *Annexure-2* along with the byelaws.

Place _____

Date _____

Yours faithfully,

Signature of the Promoter

Or

*I, on behalf of the allottees, being allotted with the Apartment under the Project registered under the Odisha Real Estate Regulatory Authority, (the copy of the registration of the aforesaid Project is annexed to this application as Annexure-1) apply for the registration of the Association of Allottees, which has been formed in a general body meeting duly held on in the presence of the allottees, under the name and style of. for the Apartment under the Project. Detail of such formation in the form of memorandum has been annexed to this application as Annexure-2 along with the bye-laws.

Secretary
Association of Allottees with Seal

Note* Strike out which is not applicable

Annexure-1

Enclosed attested copies of the documents submitted for registration of the Project and Registration Certificate of the Project issued under the Odisha Real Estate (Regulation and Development Rules, 2017 annexed to **Form A**.

NB: *If the project has been completed prior to the commencement of the RE (R&D) Act, 2016 and Completion Certificate has been issued prior to such commencement, submission of approval/ registration certificates as referred to in the said Act is not required.*

Annexure-2

MEMORANDUM

(Name)
Association of Allottee of Apartment Project.
..... place.

I, hereby communicate that in a general body meeting of the allottees duly held on. formed the Association of Allottees in pursuance of the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the provisions of the Odisha Apartment (Ownership and Management) Act, 2023 and the Odisha Apartment (Ownership and Management) Rules, 2023 under the name and style of for our apartments at (address) under the Project as registered under the RE (R&D) Act, 2016 and under the bye laws framed under the said Act and elected following allottees as members of the Executive Committee of the said Association.

Name, address, Designation, Occupation and Signatures of the members of the Executive Committee.

Sl. No.	Name	Fathers Name	Address	Occupation	Designation	Signature
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.					President	
2.					Vice-President	
3.					Secretary	
4.					Treasurer	
5.					Executive Member	
6.					Executive Member	
7.					Executive Member	

No.	Name and address of allottees (Present)	Booking No. of Apartment / Apartments	Signature
1			
2			
3			
4			
5			
6			
7			

Add more rows for additional allottees

**Signature of the Secretary of the Association
with seal and date**

Signature of the witness, (other than the Members of the Association of Allottees).

1. Sri

Address

2. Sri

Address

FORM B

[see rule 3(5)]

Registration of Certificate of association of allottees

Regd. No..

Date.

Office of the Competent Authority,

.

Certified that (Name of Association)
has been registered under sub-section (2) of Section 15 of the Odisha
Apartment (Ownership and Management) Act, 2023.

Issued this.day of. 202. . . .
. . . . under my signatures and seal.

Competent Authority

with Seal

FORM C

(See rule 4)

Application for modification of bye-laws of the existing Association of allottees under the Proviso to sub-section (1) of Section 15.

To

The Competent Authority

.....
.....

Sir

I hereby communicate that in the general body meeting duly held on, the (Name) Association of allottees of (Name) Apartment have modified the bye-laws of the said Association in consonance with the provisions of the Odisha Apartment (Ownership and Management) Act,2023 and a consolidated copy of the bye-laws is enclosed herewith for approval.

Yours faithfully

Signature of Secretary

(Name) Association of allottees

with seal

FORM D

[see rule 5(1)]

Declaration by Promoter/Association of allottees under section 9 of the Odisha Apartment (Ownership and Management) Act,2023.

From

.....

.....

Promoter/Association of Allottees of (Name of the Apartment, Place.)

To

The Competent Authority

.....

.....

Sir,

1.In pursuance of section 9 of the Odisha Apartment (Ownership and Management) Act,2023 I/we hereby declare that I/we am/are the owner/owners of the _____property/apartment situated at _____city/town/village_____in the District of _____ and do hereby further declare that I/we submit the said property/apartment continuing_____ number of apartment(s), together with the common areas and facilities meant for_____ purpose to the provisions of the Odisha Apartment (Ownership and Management) Act,2023 and all amendments thereto.

Or

The Association of allottees in pursuance of section 9 of the Odisha Apartment (Ownership and Management) Act,2023 declare that the Promoter(s)_____ are the owner/owners of the _____property/apartment situated at _____ city/town/village_____in the District of _____ and do hereby declare that we submit the said property/apartment contained_____ number of apartment(s), together with the common areas and facilities meant for_____ purpose to the provisions of the Odisha Apartment (Ownership and Management) Act,2023 and all amendments thereto.

2. Authenticated copies of the site plan, layout plan and building plan, sanctioned by (Name of the Planning Authorities) are appended herewith and marked respectively, as Annexure "A,B,C". The relevant ownership documents also appended herewith and marked as *Annexure-D*.
3. I/we _____do hereby furnish further the following particulars as required under sub-section (3) of Section 9 of the said Act:
 - (A) Details of the land including the right, title and interest on which the buildings and the improvements are or to be located and the status of the land (free hold or lease hold).
 - (B) Description of the building stating the number of stories and basements, the number of apartments and the principal materials of which it is or is to be constructed.
 - (C) Description of the apartment, number of each apartment along with its location, area of the project, number of rooms, immediate common area to which it has access and other necessary information for its proper identification.
 - (D) Description of common areas and facilities including lifts.
 - (E) Approved plan of the Project from the Authority Competent to approve the said plan;
 - (F) Details of value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities pertaining to each apartment and its owner.
 - (G) The statement that the apartment and the percentage of undivided interest are not encumbered in any manner what so ever on this day of _____ (month) 20_____; -
 - (H) Statement indicating the purposes for which the building and each of the apartment are intended and restricted to be used;
 - (I) The copy of the registration certificate of the Association of allottees or association of apartment owners, and its registration number, if any;
 - (J) A copy of registration of the Project by the ORERA, if any; and

(K) a copy of the Occupancy Certificate.

4. I/we _____ do hereby further declare 'covenants' and undertake as follows: -

- (i) that each apartment constitutes a single unit transferable and heritable as such;
- (ii) that each apartment owner, present or future, shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration and appurtenant to each apartment;
- (iii) that common areas and facilities, shall remain undivided and that I/we shall not bring any action for partition or division thereof so long as the property remains subject to the provisions of the Act;
- (iv) that the percentage of undivided interest in the common areas or facilities as expressed in the declaration shall not be altered except with the consent at least 2/3rd of the allottees expressed in an amended declaration duly executed and registered as provided in the Act;
- (v) that during the period for which the property remains subject to the said Act, no encumbrance of any nature shall be created against the property, though such an encumbrance may be created only against each apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment, in the same manner as in relation to any other separate parcel of property subject to individual ownership;
- (vi) that the percentage of the undivided interest in the common areas 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 ;
- (vii) that I/we shall not do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof, impair any easement or hereditament nor shall alter any material structure nor excavate any additional basement or cellar;
- (viii) that I/we shall not sell or otherwise transfer or rent out my/our apartment for any purpose other than the permitted use;

- (ix) that for the proper and effective administration of the property and for the due maintenance, repair and replacement of the common areas and facilities I/we shall strictly comply with the provisions of the said Act and the bye laws made thereunder and shall pay my/our share of common expenses as assessed by the association of allottees from time to time, and that the failure to comply with any such requirement shall be a ground for action for damages or for other relief or reliefs at the instance of the Secretary on behalf of the association of allottees or in a proper case, by an aggrieved apartment owner or the Competent Authority;
- (x) I/we further declare that conveyance deed in favour of association of allottees shall be executed in respect of undivided title in common area of the Project/ Apartment ;
- (xi) I/we further, declare and undertake that I/we shall not construct any illegal/unauthorized structure in common areas and facilities and if anything has been done contrary to the provisions of the Real Estate (Regulation and Development) Act, 2016 or the rules made thereunder or this undertaking, that shall be demolished in accordance with law and the cost of such demolition shall be recovered from me/us.

In witness whereof I/we have set out hands this _____day
of _____20_____

and solemnly declare that what is stated herein above is true to my/our knowledge.

Signature of Promoter(s) or Secretary, Association of Allottees.

FORM E

[see rule 6(3)]

ENTRY REGISTER RELATING TO DECLARATION

Date of Entry in the Register-

Sl.No.-

Name of the Project-

LAND DETAILS

Name of the land owner(s)-

Power of Attorney holder, if any-

Khata No(s) –

Plot No(s)-

Extent of area-

Extent of area covered under the project –

Classification(s) –

NAME AND ADDRESS OF THE PROMOTER(S)

Name of the promoter-

Address –

Ph No.

Email-

DETAILS OF DEED OF EXECUTION

Name of the executant--

Date of transfer --

Date and Registration No. of the deed of execution-

PLAN APPROVAL DETAILS

Approving Authority--

Letter No. and date of approval –

ORERA REGISTRATION DETAILS**Date of Registration -****Registration No. –****DETAILS OF APARTMENT****No of Blocks-****No. of floors in each block -****No. of Apartments in each block -****Amendment of Declaration (if any):****Date of submission –****Date of acceptance / rejection-****Remarks-****Name****Signature of competent Authority with
seal****FORM F
Deed of Transfer of Apartment
(See rule 7(1))**

This deed of Transfer of Apartment executed on this _____ day of
_____, 20_____,

By and Between**[If the promoter is a company]**

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ 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);

[OR]

[If the promoter is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor sin-interest and permitted assignees).

AND

[If the Purchaser is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “**Purchaser**” (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).

[OR]

[If the Purchaser is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter 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).

[OR]

[If the Purchaser is a HUF]

Mr. / Ms. _____, (Aadhar no. _____) son of _____, aged about _____, for self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, (PAN _____), hereinafter referred to as the **"Purchaser"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

Whereasthe Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____in Tehsil & District_____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar.

[OR]

_____ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____in Tehsil & District_____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar.

And whereasthe Said Land is earmarked to build a [commercial/residential/any other purpose] project, comprise _____ multi-storied apartment buildings and [insert any other components of the Projects] and the said project known as

‘_____’ (“Project”) which has been registered under the RE (R&D) Act, 2016 and the Rules made thereunder bearing registration certificate No. _____;

And whereas the promoter has executed a deed of Agreement for sale in favour of the allottee purchaser by a deed dated the _____ and registered at the office of _____ which 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 _____, ON _____ floor in [Tower/block/building] No _____ (building) along with garage/close parking No _____ measuring _____ square 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*;

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 _____ measuring _____ square 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.
- (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 or 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 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 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.
- (6) That the purchaser covenants 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 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 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
(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.

(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.

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

[If the promoter is a company]

_____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ 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);

[OR]

[If the promoter is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor sin-interest 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 and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ Totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ At the office of the Sub-Registrar. _____.

[OR]

_____ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] [Please insert land details as per local laws] _____ Totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar.

And whereasthe Said Land is earmarked to build a [commercial/residential/any other purpose] project, comprise _____ multi-storied apartment buildings and [insert any other components of the Projects] and the said project known as ' _____ ' ("Project") which has been registered under the RE (R&D) Act, 2016 and the Rules made thereunder bearing registration certificate No. _____ 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 R E (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.
- (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.
- (ii) Mouza
- (iii) Khata No.
- (iv) Village/City
- (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			
3	Lobbies			
4	Fire Escape			
5	Common basement			
6	Corridor			
7	Watchmen's Room			
8	General Toilet/Bath			
9	Electrical Room			

1	2	3	4	5
10	Pump House			
11	Open Terrace			
12	Society Room			
13	Gym			
14	Club			
15	Office Room			

(C) Facilities

Sl.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 equipments			
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			
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

Seal

Date

Witnesses
(Name and address)

1.

2.

FORM H
[see rule 7(1)]
PART – A

Register for Deed of Transfer of Apartment

1. Name of the project:
2. Address of the project:
3. No. of floor of the building:
4. No of block in the building:
5. No of apartments of the building:
6. District and Tahasil in which the deed of transfer of the apartment is registered:

Sl. No.	Name and address of the transferor of the apartment	Date of execution of conveyance deed	Date of Registration with serial number volume and page.	Name and Address of transferor/ subsequent transferor of the Apartment
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

PART – B

Register for deed/document of transfer of Common area

1. Name of the Project :
2. Address of the Project :
3. No. of Block in the building :
4. Name of the Association of Allottees:
and name of the apartment.
5. District and Tahasil in which deed of
Of transfer of common area is registered (if any) :

Details of common area and facilities	
Land details (including area)	Building & open space
(1)	(2)

FORM I**[See rule -7 (2)]****Intimation relating to deemed transfer of common area under section 8 (8) of the Odisha Apartment (Ownership and Management) Act, 2023.**

To

The Competent Authority,

Sir,

I hereby communicate that in the general body meeting duly held on dt. _____ the (name) Association of allottees of _____ (Name) Apartment have resolved and identified the following common area and facilities as specified in the Table below, of the apartment project deemed to have been transferred to _____ (name) association of Allottees.

TABLE

Details of the common area		Extent of land
(1)		(2)
Plot No., Khata No. Mouza	Description of common area and facilities.	
(a)	(b)	

Date _____

Signature of the Secretary
of Association of allottees
with Seal and date.

FORM J

[See rule (8)]

Form of Memorandum of Appeal under section 25 of the Odisha Apartment (Ownership and Management) Act, 2023.

For Office Use Only**Date of filing:****Date of Receipt by Post:**

Signature of Receiving Officer
with seal.

Before the Appellate Authority.

(Name of Place)

Appeal Nodate.

Name and address of the Appellant(s) Appellant

Contact detail with Phone number and Email.(if any)

Vrs

Name and address of the Respondent ... Respondent

with contact details and Email(if any).

(2) Jurisdiction of the Appellate Authority:

The appellant shall declare that the
subject matter of the claim falls within
the Jurisdiction of the Appellate Authority.

(3) Limitation of the appeal:-

(If filed after expiry of the limitation
specified in section 25 of the Odisha
Apartment (Ownership and Management)
Act,2023, Specify the reason of the delay):

(4) Brief facts of the case:

(Give a concise statement of
facts and grounds for complaint).

(5) Relief(s) sought for:

Specify below the relief (s) claimed explaining the grounds of relief and the legal provision (if any) relied upon

(6) Interim order, if any, prayed for:

(Pending final decision on the appeal, the Appellant seeks issue of the following interim order):

(Give here the nature of the interim order prayed for with reason).

(7) Certificate to the effect that the matter not pending with any other Courts now etc.

(8) Particular on payment of

fee:_____

(9)List of enclosures: (document including an authenticated copy and the order against which appeal is filed)

Verification

I, (Name in below) Son/Daughter of Sri
, the Appellant do hereby verify that the content of paragraphs (1-9) are true to my personal knowledge and belief and that I have not suppressed any material facts.

Place:_____

Date:_____

Appellant

SCHEDULE

[see rule3(2)]

(Model Bye Laws for the association of allottees under section 15 of the Odisha Apartment (Ownership and Management) Act, 2023.

Bye laws of (Name of the project) association of allottees

1. Name of the association of allottees.-(1) The name of the association of allottees shall be

(2) The registered office of the association of allottees shall be at.....in.....

2. Definitions.- (1) In these bye- Laws, unless the context otherwise requires.-

(a) “Act” means the Odisha Apartment (Ownership and Management) Act, 2023 (Odisha Act 8 of 2023)

(b) “allottee” means an allottee as defined in the Act;

(c) “association of allottees” means an association of allottees as defined in the Act;

(d) “authority” means the Odisha Real Estate Regulatory Authority established under sub-section (1) of section 20;

(e) ‘Executive Committee’ means the committee consisting of the President, Vice-President, Secretary, Treasurer and three executive members who shall be elected in accordance with these bye-laws and shall be responsible for day-to-day management of the association of allottees;

(f) “Extra-ordinary resolution” means a resolution passed by general body meeting with the consent of ninety percent of total members of the association of allottees;

(g) “general body” means all the members of the association of allottees;

(h) “member” in relation to the project concerned, means a person to whom apartment or building, as the case may be, has been allotted, sold or otherwise transferred by the promoter in accordance with the provisions of the RE(R&D) Act, but does not include a person to whom such, apartment or building, as the case may be, is given on rent;

(i) ‘majority’ means fifty one percent of the members present in person;

(j) “ordinary resolution” means a resolution passed with the consent of fifty-one percent of the members of the association of allottees;

(k) “RE(R&D) Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(l) “reserved matters” means the list of matters, decisions in respect of which can be taken only in an Extra-ordinary general body meeting of the members held in accordance with these bye-laws such as, —

(a) to amend the bye-laws of association of allottees;

(b) decision regarding dissolution of the association of allottees; and

(c) matters pertaining to Section 9, Section 15 and Section 30 of the Act; and

(m) 'special resolution' means a resolution passed by the members, with two third votes in favour of resolution.

(2) Words and expressions used in these bye-laws, but not defined herein above, but defined in the RE (R&D) Act shall have the same meaning respectively assigned to them in the Act.

3. Aims and objective of the association of allottees.- The association of allottee is established in pursuance of the provisions of the RE(R&D) Act and the Act shall carry out the following objectives, namely:-

(a) to ensure the entitlements of all allottees as provided under the RE (R&D) Act and the rules made there under;

(b) impose and collect the share of the common expenses from the apartment owners;

(c) provide for maintenance, repair and replacement of common areas and facilities;

(d) impose such restrictions in the requirements relating to use and maintenance of the apartments and the use of common areas and facilities not set forth in the declaration, as are designed to prevent unreasonable interference with the use of the respective apartment and of the common areas and facilities by the several apartment owners;

(e) keep the financial records and book of Accounts;

(f) retain and rent out on license, suitable portions of the common areas and facilities to non-residents for commercial purpose, if all the members agree and give written consent after obtaining the permission of the competent authority and to distribute the resulting proceeds to the apartment owners or application thereof in reduction of the common charges for maintaining the buildings or to accumulate the same for making a reserve fund, to be used for major repairs of the buildings;

(g) designation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities;

(h) the income and/or Funds/deposit of the association of allottees, if any, shall be utilised only for the objectives of the association of allottees;

(i) carry-out socio-cultural or recreational activities with individual/institution for the benefit of the apartment owners; and

(j) frame procedure for the method of adopting and amending administrative rules and regulations governing the details of operation and use common areas and facilities.

(k) Frame such regulation and issue guidelines as may be required for day to day smooth management and functioning of the Apartments.

4. Membership of the association of allottees.- (1) All allottees of the project in whose favour allotment letter has been issued by the promoter shall become members of the association of allottees and each such member shall pay fee of Rs.100/- (one hundred rupees) as entry fees towards such membership.

(2) No person other than the allottee shall be entitled to become a member of the association of allottees.

(3) Each member may receive a copy of the bye-laws on payment of Rs.3/- (Rupees three only) for each page

(4) All members shall accept and strictly adhere to these bye-laws.

(5) Upon transfer of any apartment or building, as the case may be, in the project by an allottee by way of sale, gift, will or otherwise, the purchaser or the donee or the legatee, as the case may be, shall become a member of the association of allottees on the basis of such transfer and the transferee after becoming owner thereof shall be admitted as member of the association of allottees on payment of Rs. 100/- (One hundred rupees) as entry fees towards such membership.

(6) A member dying intestate may be substituted by his legal heirs or representatives on production of documents to the satisfaction of the Executive Committee of the association of allottees and where any legatee is a minor, he shall be represented by his legal guardian.

(7) The legal heirs or representatives of the deceased shall succeed to the rights and liabilities of the deceased as a member of the association of allottees.

(8) Any person entitled to become a member of the association of allottees on account of reasons mentioned in sub-clauses (5) and (6) of this clause shall sign and execute such applications, forms, agreements, etc. as are required by the promoter and the association of allottees to put such new member in place of the outgoing member.

5. Joint allottees: - Where an apartment or a building, as the case may be, is allotted to two or more persons, the person whose name stands first in the Agreement for sale of such apartment or building, as the case may be, shall become the member of the association unless such joint allottees nominate one amongst them to be a member of association in respect of such apartment or building, as the case may be.

6. Disqualification. -(1) No allottee shall be entitled to vote in the election of office bearers of the association including the President, Vice-President, Secretary, or Treasurer and also shall not be eligible to contest for election to such office till arrear dues are cleared by him under the bye-laws.

(2) No allottee shall be entitled to participate in any meeting for passing any resolution till arrear dues are cleared by him under the bye-laws.

Note: — The names of allottees and the amounts in arrears shall be displayed at least 15 days before the date of meeting on the notice board at the office of the association of allottees till such time, as the arrears remain un-cleared.

(3) The General Body in its meeting shall take appropriate action including disqualification from membership against any member who violates the conditions of any of the clauses specified in these bye-laws.

(4) Where any person transfers his apartment by way of a sale, gift, exchange or in any other manner, he shall cease to be a member of the association of allottees.

7. Voting.- (1) Each allottee shall have one voting right, in case of, -

- (a) an Individual member, himself or herself, in person;
- (b) trust, by any of the Trustees, duly authorized by the other Trustees;
- (c) substituted Legal heirs, any member of the family who is a member of the association of allottees;
- (d) Joint ownership, the individual nominated to be a member of the association of allottees;
- (e) a legal heir who is a minor, his or her legal guardian; and
- (f) a registered company, by a director, or any other officer duly authorized by the company; and
- (g) in absence of allottee, the tenant or his or her family member residing in the apartment, authorised by the allottee.

(2) Voting will be by secret ballot, or show of hands as decided by the President.

(3) Each member shall have only one vote to cast irrespective of the number of the apartments held by that member in the project.

8. Quorum. - Except as otherwise provided in these bye-laws.--

- (a) the presence of minimum 2/3rd of the members shall constitute a quorum for general body meeting;
- (b) the presence of minimum 3/4th of the members shall constitute a quorum for conducting election to the Executive Committee or dissolution of the Executive Committee or removal of any elected member to any of the office of office bearers of the association of allottees;
- (c) the presence of minimum 2/3rd members of Executive Committee shall constitute a quorum for all meetings of the Executive Committee; and
- (d) the presence of minimum 2/3rd of the members shall constitute a quorum for extra-ordinary general body meeting for decision on any of the matters listed in reserved matters list.

9. Vote to be cast in person only.-In any meeting of the association of allottees, vote may be cast in person only.

10. First Annual General Body Meeting and election of President.-(1) The first annual general body meeting of the association of allottees shall be held for election of President and other office bearers of the association of allottees.

(2) The President of the association of allottees after being duly elected shall preside over the meetings at that first meeting and thereafter.

(3) In absence of the President, the Vice-President shall Chair the meetings.

(4) The annual general body meeting of the association of allottees shall be held every year within two months of the end of financial year, unless there arises any urgency for calling the emergent meeting earlier.

11. Notice of Annual General Body Meeting.- (1) Notice of every annual general body meeting shall be given to all members at least twenty-one days prior to the date of such meeting and such notice shall contain the date and time, place and agenda of the meeting.

(2) The notice shall also be displayed on the notice board of the office of the association of allottees.

(3) A general body meeting may be held at the request of 51% of the members of the association of allottees by furnishing fifteen days prior written notice to discuss certain emergent issues.

12. Extraordinary General Body Meeting.- (1) Extraordinary general body meeting may be called for taking decision on any of the reserved matters.

(2) Notice of every Extra-ordinary general body meeting shall be given to all members at least (seven) 07 days prior to the date of such meeting and such notice shall contain the date, time, place and agenda of the meeting,

(3) The notice shall also be displayed on the notice board of the office of the association of allottees.

13. Adjourned meeting.- If any meeting could not be held for want of quorum, the members who are present may adjourn the meeting to a time not more than 24 hours from the time the original meeting was called and if at such meeting also, no quorum is present, then the meeting shall stand adjourned to another date, not beyond a period of one month from the date fixed for the first meeting, which may be held without quorum.

14. Minutes.-(1) The Secretary shall cause to be entered all proceedings of meetings of the association of allottees into the minute book.

(2) The pages of the minute books must be consecutively numbered and authenticated by the President of the association of allottees.

15. Resolution.- (1) Agenda of the meeting shall be discussed and decision shall be taken, ordinarily, in the form of a resolution.

(2) Agenda relating to, —

- (a) expulsion of any member; or
 - (b) matters pertaining to common expenses, budget and finance, etc.,
- shall be decided by the special resolution.

(3) Agenda relating to, —

- (a) to amend byelaws of association of allottees;
 - (b) decision regarding dissolution of the association of allottees; and
 - (c) matters pertaining to Section 9, Section 15 and Section 30 of the Act,
- shall be decided in an Extra-ordinary meeting.

16. Executive Committee, election and term of office.- (1) The affairs of the Association shall be managed by the Executive Committee.

(2) The Executive Committee of the association of allottees shall consist of President, Vice- President, Secretary, Treasurer and three Executive members.

(3) The members of Executive Committee shall not be entitled to any remuneration.

(4) The term of members of the Executive Committee shall be for two years.

(5) The members of Executive Committee shall be elected at the annual general body meeting before expiry of the term of existing Executive Committee.

Explanation : For removal doubt it is hereby clarified that the promoter(s) shall not be eligible to become members of the Executive Committee till occupancy certificate issued and possession of the apartment were delivered to the allottees.

(6) The first election to the Office of the members of the Executive Committee shall be held with at least seven allottees or 50% of the allottees of the entire project whichever is lower as member and shall continue unless removed earlier, for a period of two years from the date of election.

17. Power and functions of the Executive Committee.- (1) The Executive Committee shall have the following powers and functions, namely:—

(a) The Executive Committee shall perform all the functions necessary for the management of the affairs of the association of allottees including those specifically delegated by the association of allottees:

Provided that the Executive Committee shall exercise its powers subject to the provisions of these bye-laws;

(b) The Executive Committee shall also have the powers to co-opt two persons from among the members, to assist the Executive Committee in its day-to-day activities and in such case, the persons so co-opted shall become associate members, but such associate members shall have no right to vote in the meetings of the Executive Committee;

(c) to expel a member on the recommendation of the General Body under sub-clause (3) of clause 6 of these bye-laws;

(d) to prepare the annual budget; and

(e) to implement the orders passed in the general body meeting and to do other things which are in the interest of the association of allottees.

(2) The Executive Committee shall have the responsibility to carry out orders, directions or instructions of any competent authority.

18. Powers and functions of office bearers of Executive Committee.— The following powers shall be exercised and the functions shall be performed by the office bearers, namely:—

(I) President:

(a) The President shall preside over the meetings of the Executive Committee as well as general body meetings;

- (b) The President shall have all of the general powers and function which are usually vested in the office of the President of an association of allottees, including, but not limited to assist in the affairs of the association of allottees.

(II) Vice President:

- (a) In the absence of the President, the Vice-President shall perform the functions of the President;
- (b) in case both the President and the Vice- President are absent, the Executive Committee shall appoint some other senior member of the Executive Committee to act as the President as an interim arrangement; and
- (c) the Vice President shall also perform such other functions as may be, from time to time, assigned to him by the Executive Committee.

(III) Secretary:

- (a) The Secretary shall be responsible for general administration and procedural functions of the association of allottees;
- (b) the minutes of all the meetings shall be kept by the Secretary;
- (c) notices of all meetings shall be issued under his signature;
- (d) he shall have the charge of all records and documents of association of allottees;
- (e) he shall perform all duties as directed by the Executive Committee or incidental to the office of the Secretary;
- (f) the Secretary shall be the authorized spokesperson and carry out all correspondences on behalf of the association of allottees; and
- (g) the Secretary may sue or be sued for and on behalf of the association of allottee.

(IV) Treasurer:

- (a) All the financial functions and other related functions in respect of the association of allottees shall be carried out by the Treasurer;
- (b) the Treasurer shall be responsible for the funds as may be collected from the members;
- (c) he shall also keep full and accurate accounts of all receipts and disbursements in the cash books and also perform such other duties as may be directed by the Executive Committee;
- (d) he shall keep not more than five thousand rupees in his hand for day to day expenditure of the association of allottees and the rest amount shall be deposited in the Bank Account within seven working days from the date of collection.

19. Vacancies.- The vacancy in the office of any office bearer of the association of allottees by reason of death or otherwise shall be filled by a decision to be taken in the general body meeting and in case it is not possible any other elected member may be kept in charge till the election is held.

20. Removal of members of Executive Committee.- Any elected member may be removed from office by a decision of at least 2/3rd members of the association of allottees in a general body meeting only after giving him an opportunity of being heard.

21. Organization of meetings of Executive Committee.- (1) The 1st meeting of a newly elected Executive Committee shall be held within (thirty) 30 days of election at such place as may be decided by the President by the meeting at which such members were elected.

(2) No notice shall be necessary to the newly elected members in order to convene such meeting provided a majority of the members of the Executive Committee are present.

22. Regular meetings of Executive Committee.-(1) Regular meetings of the Executive Committee may be held at least once in four months and not less than three times in a calendar year, on such time and place as may be decided by the President.

(2) Notice of regular meetings of the Executive Committee shall be given to each member personally or by Email or through any electronics mode as may be decided by the association of allottees or by Registered post, at least seven clear days prior to the day fixed for such meetings.

(3) The Secretary shall maintain the minutes of meetings.

(4) The quorum of the meeting shall be more than half of the total number of members of Executive Committee

(5) In the absence of the quorum, the meeting shall be adjourned.

23. Special meetings of Executive Committee. — (1) Special meetings of the Executive Committee may be called by the President with prior notice to each member of the committee given personally or by E-mail or through any electronics mode as may be decided by the association of allottees or by registered post and such notice shall state the date, time, place and the purpose of meeting.

(2) The period of notice of such meeting shall be decided by the President depending upon the urgency of the matter to be discussed at such meeting.

24. Emergency meetings of the Executive Committee.—(1) Emergency meetings of the Executive Committee may be convened by the Secretary with permission of the President by a notice for convening the meeting.

(2) All decisions of the emergency meeting shall be ratified in a special meeting convened for the purpose within ten days of the emergency meeting, failing which the decision taken at emergency meeting shall stand void.

25. Resignation: — (1) An elected office bearer may resign at any time by sending a letter of resignation to the President or, in his absence, to the Secretary of the association of allottees and such resignation shall take effect from the date of acceptance by the Executive Committee or one month from the date of tendering resignation, whichever is earlier.

(2) Before acceptance of the resignation, the member may withdraw the same in writing.

26. Obligations of the members. - Every member shall abide by the provisions of the bye-laws of the association of allottees and follow all resolutions or decisions of the general body, as conveyed through the Executive Committee.

27. Cessation of Membership. -(1) An elected member of the Executive Committee shall cease to be such member if he is convicted in a criminal case involving moral turpitude.

(2) Membership of the association of allottees shall be terminated, if continuation of such member is considered to be against the interest of the association of allottees by the general body after giving him a reasonable opportunity of being heard.

28. Funds.- Funds may be raised by the association of allottees in all or any of the following. ways, namely:-

(a) by membership fees and charges collected in accordance with bye-laws; and

(b) by contribution and donation from the allottees.

29. Investment.-The association of allottees may deposit its funds in any Nationalized or Scheduled Bank.

30. Accounts.-(1) The Treasurer shall keep proper books of accounts of all income and expenditure of the association of allottees and shall prepare income and expenditure account and balance sheet as on the 31st day of March of every Financial Year.

(2) The accounts of the association of allottees shall be audited by a qualified auditor or a firm of Chartered Accountant to be appointed by the Executive Committee.

(3) One or more bank account(s) in any Nationalized or Scheduled Banks may be opened in the name of the association of allottees.

(4) The bank accounts shall be operated jointly by the Secretary and Treasurer of the association of allottees.

(5) The audited financial statement and the report shall be opened to the inspections by any member of the association allottees during such period of time as may be determined by the Executive Committee.

31. Publication of accounts and reports. – (1) The financial year of the association of allottees shall be from the 1st of April to the 31st of March.

(2) A copy of the last financial statement and the report of the Auditor, if any, shall be kept in a conspicuous place in the office of the association of allottees and shall be placed in the general body of the association of allottees after being approved by the Executive Committee and the copy such financial statement and the report shall be submitted to the concerned Competent Authority not later than 18th day of August every year.

32. Seal of the association of the allottees.- (1) The association of allottees shall have a common seal which shall be in the custody of the Secretary and shall be used by the Secretary or any other person under the authority of the resolution of the Executive Committee .

(2) A chronological record of the list of the seal used shall be maintained in a register kept for the purpose.

33. Amendment of the bye-laws. - Subject to the approval of the Competent Authority, the bye-laws of the association of allottees may be amended by way of alteration, omission, insertion or addition thereto at the general body meeting by a 2/3rd of members present and voting in the general body meeting.

PRESIDENT

TREASURER

SECRETARY

N.B : The association of allottees may add, alter or modify any of the provisions of the model bye-laws but such addition, alteration or modification should not be made inconsistent with the provisions of the RE (R & D) Act, the Act and the rules made thereunder.

By Order of the Governor

G. MATHI VATHANAN

Additional Chief Secretary to Government