

FORM A

(SeeRule3)

FORM OF DECLARATION

Date:

Place: **Noida**

Promoter Details:

1. Name : **Aarcity Infrastructure Pvt .Ltd**
2. Registered Address: 301,3rd Floor ,Krishna Apra Business square,Netaji SubhashPlace,Pitampura ,Delhi-110034
3. Local/Postal Address: 301,3rd Floor ,Krishna Apra Business square,Netaji Subhash Place,Pitampura ,Delhi-110034
4. Date of Incorporation (if applicable):25/07/2006
5. Name/designation of Authorized Signatory: Arun Mittal / Director

The declarant there by solemnly states the following:

FIRST: The Promoter owns/holds the land as lessee which is fully described and detailed in Annexure 'A' to this declaration.

SECOND: The Promoter has constructed on the parcel of land, described in Annexure 'A' to this declaration, an Apartment Building/Group Housing scheme ,detailed below:

Sl. No.	Description	Particulars
(1)	(2)	(3)
1.	Name of the building /Group Housing Scheme	REGENCY PARK
2.	Sanctioning Authority of the plan	GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
3.	Date of sanction	17/02/2011
4.	Municipal No. of the property	GH-03B
5.	Municipal Ward of the property	SECTOR-16C, GREATER NOIDA
6.	Postal address of the property	PLOT NO-GH-03B,SECTOR-16C,GREATER NOIDA
7.	Name of Architect/Structural Engineer	AR.NISHNAT SHEKHAR / EN. KAMAL SABHARWAL
8.	Height of the building	44.96 MT & 59.975 MT.
9.	Scheme whether residential or commercial (other than multiplexor mall)	GROUP HOUSING(Residential)
10.	No. of Floors	A, D, E, F (STILT+14), B & C (STILT+19)

THIRD: That the said property consists of the apartments detailed in Annexure 'B' to this declaration. The various apartments of the scheme are capable of individual utilization on account of having their own exit to common areas and facilities of the building/property scheme and the apartment will be sold to one or more persons, each person obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as the 'Apartment') and also an undivided interest in the general and/or 'limited common areas and facilities' of the building/property scheme, as listed in this declaration deed, necessary for their adequate use and enjoyment, and referred to as:-

(a) Common facilities for dwelling units of individual block

(b) Limited common facilities for apartments, means those common areas and facilities which have been designated in writing by the promoter as reserved for the use of certain apartment or apartments to the exclusion of the other apartments."

FOURTH: That the aforesaid building has a total floor area of **84396.106** square meters on all floors, of which **63697.44** square meters will constitute the apartments and remaining **8492.914** square meters will constitute the common areas and facilities' and **12205.752** square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' here to.

FIFTH: That this condominium shall be known as "**REGENCY PARK**" (insert the name of the building /scheme as given above) and that the apartments and 'common areas and facilities' (as defined in S.3(i) of the Act), the 'limited common area sand facilities' of the building/scheme (as defined in S.3(s) of the Act), and the 'independent areas' (as defined in S. 3(p) of the Act), and shall be as follows-

Sl. No.	Item	Details
1.	"Common areas & facilities"[as defined in S.3(i) of the Act]	As per Annexure 'D'
2.	"Limited common areas & facilities"[as defined in S.3(s) of the Act]	As per Annexure 'E'
3.	"Independent areas"[as defined in S.3(p) of the Act]	As per Annexure 'F'

SIXTH:(a) that the right, title and interest of each apartment owner and his proportionate share in the profits and common expenses for the common area sand facilities, as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the **REGENCY PARK** Condominium is based on the proportion value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of **REGENCY PARK** Condominium consisting as aforesaid of the building and parcel of land described above shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws of the association of the apartment owners. The promoter shall be responsible for full quality control of materials and workmanship at site. The specifications of construction detailed in 'Schedule -A' hereto.

EIGHTH: That for the purpose of stamp duty and registration fees payable on the deed of apartments under S.13 of the Act, the value of the

(a) land of each apartment would be computed on the basis of the percentage of the undivided shares that the aggregate of the land component of all of the apartments of the building is equivalent to the total value of the land of the building;

(b) The construction of each apartment would be also computed on the basis of the percentage of the undivided share as it bears to the total covered area.

NINTH: that the 'common areas and facilities' as well as the 'limited common areas and facilities' shall remain undivided and no apartment owner shall bring any action for the impartation or division thereof.

TENTH: that the percentage of the undivided interest in the "common areas and facilities" as well as the "limited common areas and facilities" established herein shall not be changed except with the unanimous consent of all the apartment owners and approval of Competent Authority expressed in amendment to this deed.

ELEVENTH: that the undivided interest in the 'common areas and facilities' as well as the 'limited common areas and facilities' shall not be separated from the apartment to which they pertain and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument;

TWELTH: that neither the dedication of the property to the plan of apartment ownership here in shall not be revoked, nor the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

THIRTEENTH: that if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, there pair, reconstruction, or disposition of the property shall be as provided by the Act;

FOURTEENTH : that where an apartment is sold pursuant to the recovery of the mortgage money , then neither the mortgagee or the purchaser who derives title to the apartment at such sale or his successor or assignee shall be liable for assessments by the association which became due prior to the acquisition of the title by such acquirer but the association of apartment owners would be entitled to recover the amount subsequent to the date of acquisition of title by such acquirer.

FIFTEENTH: that the ' independent areas ,declared herein in the Annexure 'F' are not included as common areas for the joint use of the apartment and the promoter would be at liberty to sell them or to construct thereupon without interference of other apartment owners in view of the provisions of S.3(p) of the Act.

SIXTEENTH: The promoter shall maintain the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges @ per month from the owners of each apartment.

(To be decided at the time of possession)

IN WITNESS WHERE OF, **Shri** _____ for on and behalf of
M/s Aarcity Infrastructure Pvt. Ltd (the promoter) here to set
His hand this _____ day of _____ of year 2014

Signed an delivered by

(Seal of the Promoter)

In the presence of:—

1.

2

Annexure 'A'

Details of the land of the building to which the present declaration relates

Sl. No.	Items		
1.	Location of the land of the building	Revenue village	HAIBATPUR
		Tehsil	Dadri
		District	Gautam Budh Nagar
2.	Survey No. with area	Plot No –GH-03 Sector-16C	20620.93 sq.mt.
3.	Date of last document of title under which the promoter claims the land	Lease Deed	
4.	Details of Registration of the above title document	Book No.	01
		Vol.No.	7523
		Page Nos.	251-288
		Sl.No.	23008
		Date of Registration.	03/11/2010
5.	Boundaries of the land	North	Plot no. 3
		South	60.0M wide road
		East	Plot no. 3
		West	Plot no. 3A
5.	Land whether free holder lease hold		Lease hold
6.	If land is lease hold ,the unexpired period of the lease		90 Years

Place: Noida

Signature of Declarant

With designation and seal

Date:

Annexure-‘C’

Details of covered area of apartments and total covered area of common area and Facilities/limited common areas and facilities

Sl. No.	Particulars				
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	63697.44 sq.mt	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S.3(i) of The Act)	X	8492.914 Sq.mt	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S.3(s) of The Act)	X	X	12205.752 Sq.mt	X
(c)	Total covered area of the building [Total of (a),(b-1)&(b-2)]	X	X	X	84396.106 sq.mt
	Sum up	i.e.(a)	i.e.(b-1)	i.e.(b-2)	i.e.(c)

Place: Noida

Signature of Declarant

With designation and seal

Date:

Annexure 'D'

Details of the common area and facilities of the building to which the present declaration relates

Sl. No.	Name of the common areas & facilities	Its description/area	
(a)	The parcel of land described in paragraph First of this Deed.	20620.93 sqm	
(b)	Basement(if any)(as shown in Exhibit 'A' attached here to)	3,799 sq.mtr. & Single Basement (Area mentioned in Exhibit 'A')	
(c)	Facilities in the basement	S.T.P.,Parking, Ramp, LT Panel & Under Ground Tank, Club (Area mentioned in Exhibit 'A')	
(d)	Parking facilities(as shown in Exhibit 'A' attached here to)	No parking provided in common area & Facilities	
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached here to)		
	(i)	Garden lawns	
	(ii)	Children playing area	171.00 sq.mt.
	(iii)	Swimming Pool	539.989 sq.mt.
	(iv)	Basket Ball Court	75.65 sq. mt
	(v)	Badminton Court	86.18 sq. mt.
	(vi)	Commercial areas & facilities	721.73 sqm
	(vi)	Lobby & facilities	Company are not provided lobby in common area & Facilities
	(viii)	Any other facility	
(f)	Common areas &Facilities located throughout the building(as shown in Exhibit 'A')		

	(i)	Elevator	16
	(ii)	Area of shaft(s)	2303.28 sq. mtrs. (as per attached detail)
	(iii)	Elevator shaft extends from ground floor up to	Ground Floor To Terrace Floor
	(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	12 numbers & 3, 324 sq.mt (as per attached detail)
	(v)	No. of stairway 'B' (if any), which lead from the open court to the upper floors.	N.A
	(vi)	A flue(if applicable), extending from the incinerator in the basement to the roof of the building, which has a hopper door in each one of the...upper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the ..upper floors.	N.A
	(vii)	No. of Water tank(s)	3 No(Domestic , Flushing & Fire Tank) Of Each Tower = 18 Tanks
	(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	Pent House Not Provided
	(ix)	Plumbing network throughout the building	As per drawings attached
	(x)	Electric wiring net-work throughout the building	As per drawings attached
	(xi)	Necessary light(s)	As per drawings attached
	(xii)	Telephone(s)	As per drawings attached
	(xiii)	Public water connection(s)	Municipal water Line to Under Ground Water Tank in Basement

	(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	R.C.C Design By Structure Engineer(as per drawing attached vetting from Jamia University, Delhi)
	(xv)	Tank(s)	Fire and domestic water UG tanks in basement.flushing tank shall be part of STP
	(xvi)	Pump(s)	1 Working+1 Standby for water supply. For fire 2280LPM Electric , 180LPM (Jockey), 2280 LPM (diesel)
	(xvii)	Motor(s)	As per pumps
	(xviii)	Fans	Ventilation fans for basement The Ventilation system is mechanical. We have done 12 air changes per hour for normal exhaust and 30 air change per hour for smoke exhaust. All lifts are pressurized to create a pressure differential of 50 Pascals
	(ixx)	Firefighting equipment (s)	Sprinklers in basements abd tower B&C. Fire extinguishers, FHC in all the towers on each floor and basement.
	(xx)	Compressor(s)	N.A.
	(xxi)	Duct(s)	N.A.
	(xxii)	Central Air Conditioning Equipment(s)	N.A.
	(xxiii)	Heating Equipment	N.A.
P l a c e	(xxiv)	General all apparatus & installation existing for common use	No apparatus is installed till now for common use in existing.

:Noida

Signature of Declarant

With designation and seal

Date:

Note:– Section3(i) of the Act has defined the term “common areas and facilities” and the above common areas and facilities are illustrative and not exhaustive.

Annexure 'E'

Details of the limited common area and facilities of the building to
Which the present declaration relates

“Limited Common areas & Facilities”(as defined in S.3(c) Of the Act and showing Exhibit 'A')		
(i)	Parking	
(ii)	Lobby, giving access to the elevator(s)to specified dwelling unit	
(iii)	Corridor extending from the lobby to the stairway	Same Corridor as Lobby No Separate Corridor.

Place: Noida

Signature of Declarant

With designation and seal

Date:

Note:–Section 3(s) of the Act has defined the term “limited common areas and facilities” means “those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartments reserved for the use of certain apartment or apartments to the exclusion of the other apartments.”

Annexure‘F’

Details of the “independent areas” of the building to which

The present declaration relates

“independent areas”(as defined in S.3(P)of the Act)		
(i)	Parking	Open = 4327.579/20 = 216 Cars Stilt = 2153.342/30 = 72 Cars Basement = 12665.68/35 = 362 Cars Mechanical Parking in Basement = 254 Car park slots in basement i.e upper lvl car parking = 254 x 2 = 508 no.s Total proposed Cars in Basement=108 + 508= 616 Cars Total = 904 ECS
(ii)	Servant quarter	Tower D, 515.045 sq. mt (58 nos.)
(iii)	Club with independent access	1039.9 sq. mt.
(iv)	Convenient shops	Tower A, 721.73 sqm (20 nos.)
(v)	Covered garage/store	N.A
(vi)	Terrace attached to an apartment.(if applicable)	N.A

Note:–Section3 (p)of the Act has defined the term “independent area” which means the areas which have been declared but not included as common areas for joint use of apartments and maybe sold by the promoter without the interference of other apartment owners.

Place: Noida

Signature of Declarant
with designation and seal

Date: