

The Uttar Pradesh Apartment (Promotion of Construction,
Ownership And Maintenance) Rules, 2011

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FORM A

(See Rule 3)

FORM OF DECLARATION

Promoter Details:

1. Name: BCC Builder Pvt.Ltd.
2. Registered Address: D-220, Vivek Vihar, Ph-1, Delhi 110095.
3. Local/ Postal Address: Khasra No-535, Village-Mahiuddinpur, Kanawni Tehsil Dadri, Distt.Gautam Budh Nagar, U.P.
4. Date of Incorporation (if applicable):
5. of Authorised Signatory: Sh. B K Mishra

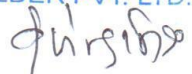
The Declarant hereby solemnly states the following:

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	BCC Builder Pvt Ltd
2.	Sanctioning Authority of the Plan	Ghaziabad Development Authority
3.	Date of sanction	29/05/2006
4.	Municipal No. of the property	Khasra No-535, Mahiuddinpur, Kanawni Tehsil Dadri, Distt.Gautam Budh Nagar, U.P.
5.	Municipal Ward of the property	
6.	Postal address of the property	Bharat Residency, Plot- No-16, Ahinsha Khand-2, Indirapuram,
7.	Name of Architect/ Structural Engineer	SH. R. K. SAPRA / SH. V. D. SHARMA

For BCC BUILDER PVT. LTD.


Auth. Signatory

8.	Height of the building	26.75 MTR
9.	Scheme whether residential or commercial (other than multiplex or mall)	Group Housing
10.	No. of Floors	B+STILT+UG + 7

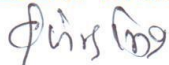
THIRD: That the said property consists of the apartments detailed in Annexure 'B' to this declaration. The various apartments of the scheme are capable of individual utilization on account of having their own exit to common areas and facilities of the building/property scheme and the apartment will be 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 10476.62 square meters on all floors, of which square meters will constitute the apartments and remainingsquare meters will constitute the 'common areas and facilities' and square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as "Bharat Residency

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"(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 areas and 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 areas and facilities, as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of 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 share so 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

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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 their partition 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;

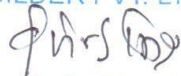
TWELTH: that neither the dedication of the property to the plan of apartment ownership herein shall not be revoked, nor the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units 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, the repair, 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 nor the purchaser who derives title to be apartment at such sale or his successors or assigns 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.

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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.

IN WITNESS WHEREOF, Shri S. P. Singh for on and behalf of M/s BCC Builder Pvt. Ltd (the promoter) hereto set his hand this 28 day of May of year 2015.

For BCC BUILDER PVT. LTD.

S. P. Singh

Auth. Signatory

Signed and delivered by

(Seal of the Promoter)

In the presence of:-

1. Bhupendra

2. Brij Mohan

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	Mahiuddinpur Kanawani, Indirapuram
		Tehsil	Dadri
		District	Gautam Budh Nagar (UP)
2.	Survey No. with area	Specify no.	5184.25 Sq.mtr.
3.	Date of last document of title under which the promoter claims the land	Specify date	10-02-2004
4.	Details of Registration of the above title document	Book No.	1
		Vol. No./Jild No.	1190
		Page Nos.	681/688
		Sl. No.	468
		Date of Regn.	10/02/2004
5.	Boundaries of the land	North	Others land
		South	18 mtr. Wide Road
		East	Others land
		West	Other property
6.	Land whether freehold or Leasehold		Free Hold
6.	If land is leasehold, the unexpired period of the lease		N.A.

For BCC BUILDER PVT. LTD.


Signature of declarant
Auth. Signatory
with designation and seal

Place:

Date

Annexure-'C'

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

Sl. No.	Particulars	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at Various floors	10476.62 SQM	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)	X	Total 3338.19M ² i/c Lobby Parking , Corridors etc.	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	038-56 SQM Staircase and corridor	X
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	FAR-10476.62 M ² Non FAR- 4406.61 M ² Total-
	Sum up	Total	-Total - M ²	Nil	Total-

FOR BCC BUILDER PVT. LTD.


Auth. Signatory

Place:

Date

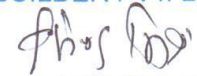
Signature of declarant

with designation and seal

Annexure 'D'

S. No.	Name of the common areas & Facilities	Its description /area
(a)	The parcel of land described in paragraph First of this Deed.	5184.24 SQM
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)	1454.33 sq. mtr. & its floor 01
(c)	Facilities in the basement	Parking
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)	1454.33 sq. mtr.
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	Parking and commercial
(i)	Garden lawns	936.80 sq. mtrs.
(ii)	Children playing area	n/a.
(iii)	Swimming Pool	n/a
(iv)	Tennis Court	n/a
(v)	Badminton Court	n/a
(vi)	Commercial areas & Facilities	372.59 sq. mtrs.
(vii)	Lobby & facilities	n/a
(viii)	Any other facility	n/a
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	3338.19 SQM

For BCC BUILDER PVT. LTD.



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

(i)	Elevator	06
(ii)	Area of shaft(s)	247.38 SQM
(iii)	Elevator shaft extends from ground floor upto	8
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	Area-9
(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)	07
(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	
(ix)	Plumbing network throughout the building	YES
(x)	Electric wiring network throughout the building	YES
(xi)	Necessary light(s)	YES
(xii)	Telephone(s)	YES
(xiii)	Public water connection(s)	YES

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(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	Yes
(xv)	Tank(s)	05nos., 5000 ltr each
(xvi)	Pump(s)	2 no.
(xvii)	Motor(s)	2 No.
(xviii)	Fans	n/a
(ixx)	Fire fighting equipment(s)	Specify details – As per fire Deptt.
(xX)	Compressor(s)	n/a
(xxi)	Duct(s)	8
(xxii)	Central Air Conditioning Equipment(s)	n/a
(xxiii)	Heating Equipment	n/a
(xxiv)	General all apparatus & installation existing for common use	n/a 2 D.G Set 125 KV. Transformer, 2 Electric fan & 1 motor. Rain water harvesting

For BCC BUILDER PVT. LTD.



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Signature of declarant

with designation and seal

Place:

Date:

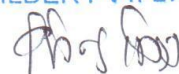
Note:--Section 3(i) of the Act has defined the term "common areas And facilities" and the above common areas and facilities are illustrative and not exhaustive.

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 shown in Exhibit 'A')		
(i)	Parking	2401.39 SQM & 128 no.
(ii)	Lobby, giving access to the elevator(s) to specified dwelling unit	6 no.
(iii)	Corridor extending from the lobby to the stairway	As per drawings

FBI DCC BUILDER PVT. LTD.



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Signature of declarant

Place:

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 apartment as 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

<u>"independent areas" (as defined in S. 3(P) of the Act)</u>		
(i)	Parking	1454.33 SQM
(ii)	Servant quarter	N/A
(iii)	Club with independent access	N/A
(iv)	Convenient shops	372.59
(v)	Covered garage/store	N/A
(vi)	Terrace attached to an apartment. (if applicable)	N/A

Note:—Section 3(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 may be sold by the promoter without the interference of other apartment owners.

For BCC BUILDER PVT. LTD.


Auth. Signatory

Place:

Signature of declarant
with designation and seal

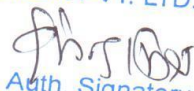
Date:

Schedule-A
[Specifications of Construction]

1. Foundation: R.C.C. Work & R.C.C. framed structure
2. Flooring: Wooden floor tiles in master bedroom & Vitrified tiles in bed rooms., drawing & dining area.
3. Doors and Hardware: All external doors and windows of wooden.
4. Windows: All external doors and windows of wooden and glass
5. Internal Finish: Internal wall painted with pleasing shades of Plastic-Emulsion and apex.
6. External Finish: Permanent weather coated heat reflective texture and apex.
7. Sanitary ware and fittings: Glazed/Ceramic tiles upto 7 ft. Height, wash basin, EWC, towel rail
And other accessories in toilets.
8. Electrical: Alluminium /Copper wiring and cable.
9. Plumbing and water Line: PPR Pipe .and taps.

Place:
Date :

For BCC BUILDER PVT. LTD.


Auth. Signatory

Signature of declarant
with designation and seal

FORM "B"
(See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10
(b) of the Uttar Pradesh Apartment (Promotion of Construction,
Ownership & Maintenance) Act, 2010. Office of the Competent Authority at.....

I _____ S/o _____
R/o _____

acquired apartment no. _____ in the property _____ by way
of gift, exchange, purchase or otherwise or taking lease of an apartment
from Shri _____

I hereby undertake to comply with the covenants, conditions and restrictions
subject to _____ which said apartment was owned by the
aforesaid Shri
_____ before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment
(Promotion of Construction, Ownership & Maintenance) Act, 2010.

Signature

In presence of

- 1.
- 2.

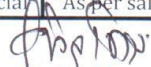
Annexure-'B'
(Details of Apartments)

Name of condominium: BHARAT RESIDENCY MOHIUDDINPUR KANAWANI

Value of condominium :

Sl. No.	Floor	Identifiable No. of the apartment	No. of Rooms	Super/Covered area in sq. mtr	Percentage of undivided share in land on the basis of the apartment	Proportionate representation for voting purpose in the meeting of the association of apartment owners	Approved use Residential/Commercial	Value of the Apartment
-1	-2	-3		-4	-5	-6	-6	-7
1	Upper	101	3	167.22	As per area ratio	1	Residential	As per sale deed
		102	3	167.22	As per area ratio	1	Residential	As per sale deed
		103	3	151.89	As per area ratio	1	Residential	As per sale deed
	Ground Floor	104	3	151.89	As per area ratio	1	Residential	As per sale deed
		105	3	151.89	As per area ratio	1	Residential	As per sale deed
		106	3	151.89	As per area ratio	1	Residential	As per sale deed
		107	3	167.22	As per area ratio	1	Residential	As per sale deed
		108	3	151.89	As per area ratio	1	Residential	As per sale deed
		109	3	163.5	As per area ratio	1	Residential	As per sale deed
		110	3	163.5	As per area ratio	1	Residential	As per sale deed
		111	3	163.5	As per area ratio	1	Residential	As per sale deed
		112	3	163.5	As per area ratio	1	Residential	As per sale deed
2	First Floor	201	3	167.22	As per area ratio	1	Residential	As per sale deed
		202	3	167.22	As per area ratio	1	Residential	As per sale deed
		203	3	151.89	As per area ratio	1	Residential	As per sale deed
		204	3	151.89	As per area ratio	1	Residential	As per sale deed
		205	3	151.89	As per area ratio	1	Residential	As per sale deed
		206	3	151.89	As per area ratio	1	Residential	As per sale deed
		207	3	167.22	As per area ratio	1	Residential	As per sale deed
		208	3	151.89	As per area ratio	1	Residential	As per sale deed
		209	3	163.5	As per area ratio	1	Residential	As per sale deed
		210	3	163.5	As per area ratio	1	Residential	As per sale deed
		211	3	163.5	As per area ratio	1	Residential	As per sale deed
		212	3	163.5	As per area ratio	1	Residential	As per sale deed
3	Second Floor	301	3	167.22	As per area ratio	1	Residential	As per sale deed
		302	3	167.22	As per area ratio	1	Residential	As per sale deed
		303	3	151.89	As per area ratio	1	Residential	As per sale deed
		304	3	151.89	As per area ratio	1	Residential	As per sale deed
		305	3	151.89	As per area ratio	1	Residential	As per sale deed
		306	3	151.89	As per area ratio	1	Residential	As per sale deed
		307	3	167.22	As per area ratio	1	Residential	As per sale deed
		308	3	151.89	As per area ratio	1	Residential	As per sale deed
		309	3	163.5	As per area ratio	1	Residential	As per sale deed
		310	3	163.5	As per area ratio	1	Residential	As per sale deed
		311	3	163.5	As per area ratio	1	Residential	As per sale deed
		312	3	163.5	As per area ratio	1	Residential	As per sale deed
4	Third Floor	401	3	167.22	As per area ratio	1	Residential	As per sale deed
		402	3	167.22	As per area ratio	1	Residential	As per sale deed

For LCC BUILDER PVT. LTD


Auth. Signatory

		809	3	163.5	As per area ratio	1	Residencial	As per sale deed
		810	3	163.5	As per area ratio	1	Residencial	As per sale deed
		811	3	163.5	As per area ratio	1	Residencial	As per sale deed
		812	3	163.5	As per area ratio	1	Residencial	As per sale deed
1	Stilt floor	1		90.1	As per area ratio	1	Commercial	As per sale deed
2	Stilt floor	2		65	As per area ratio	1	Commercial	As per sale deed
3	Stilt floor	3		110	As per area ratio	1	Commercial	As per sale deed
4	Stilt floor	4		107.5	As per area ratio	1	Commercial	As per sale deed

land is calculated on the basis of the covered area of the
of the apartments, being the aggregate of Column No. 4.

For BCC BUILDER PVT. LTD.

Signature of declarant with designation and seal

Auth. Signatory

Date: