

FORM A
(See Rule 3)
FORM OF DECLARATION

Date:

Place: Ghaziabad

Promoter Details:

1. Name: M/s. Amrapali Homes
2. Registered Address:
3. Local/ Postal Address:
4. Date of Incorporation (if applicable):
5. Name/designation of Authorized Signatory: Mr. Anil Kumar Sharma

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	Amrapali Royal
2.	Sanctioning Authority of the plan	Ghaziabad Development Authority
3.	Date of sanction	
4.	Municipal No. of the property	
5.	Municipal Ward of the property	
6.	Postal address of the property	Plot No 2B, Vaibhav khand, Indirapuram, Ghaziabad
7.	Name of Architect/ Structural Engineer	Anuj Agarwal (CA/96/19503) Vikas k. Garg (M.E. Structure, Roorkee Univercity)



8.	Height of the building	57.84 M, 57.14 M, 54.10M
9.	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10.	No. of Floors	B+G+16, B+G+15

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 60,598 square meters on all floors, of which 43,322 square meters will constitute the apartments and remaining 9,335 square meters will constitute the 'common areas and facilities' and 7,941 square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as "Amrapali Royal"(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” defined in S. 3(i) of the Act] [as	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

Amrapali Royal Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of **Amrapali Royal** 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 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.



AMRAPALI ROYAL

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.

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. _____



AMRAPALI ROYAL

IN WITNESS WHEREOF, Shri for on
and behalf of M/s (the promoter) hereto set
his hand thisday of of year

Signed and 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	
		Tehsil	
		District	
2.	Survey No. with area	Specify no.	
3.	Date of last document of title under which the promoter claims the land	Specify date	
4.	Details of Registration of the above title document	Book No.	
		Vol. No.	
		Page Nos.	
		Sl. No.	
		Date of Regn.	
5.	Boundaries of the land	North	
		South	
		East	
		West	
5.	Land whether freehold or leasehold		
6.	If land is leasehold, the unexpired period of the lease		

Place:

Signature of declarant
with designation and seal

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				
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	Total 43,322 Sq.M.			
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)		Total 9,335 Sq.M.		
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)			Total 7,941 Sq.M.	
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]				Total 60,598 Sq.M.
	Sum up	43,322 Sq.M.	9,335 Sq.M.	7,941 Sq.M.	60,598 Sq.M.

Place:

Signature of declarant

with designation and seal

Date:



Annexure 'D'

Details of the common areas 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.	13,400 Sq.M.
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)	7,224 Sq.M, Single Basement
(c)	Facilities in the basement	One Gym (216.3 Sq.M.) One Club (216.3 Sq.M.) One Motor / Pumping Room (68.70 Sq.M.) One Electricity Management Room (22 Sq.M)
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)	
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
(i)	Garden lawns	Total 1,567.57 Sq.M.
(ii)	Children playing area	Two Nos, (Total 372.43 Sq.M.)
(iii)	Swimming Pool	One, Total 406.4 Sq.M.
(iv)	Tennis Court	NA
(v)	Badminton Court	NA
(vi)	Commercial areas & facilities	NA
(vi)	Lobby & facilities	4 Nos Lobby (Total Area 74.04 Sq.M.) & Corridore and others (Total Area 350.53 Sq.M.)
(viii)	Any other facility	3 Nos Guard Rooms (31.88 Sq.M.) 1 Maintenance office (22.89 Sq.M.) 1 Community Hall (96.54 Sq.M)
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	



(i)	Elevator	10 Nos
(ii)	Area of shaft(s)	8.17 Sq.M. in Each Block
(iii)	Elevator shaft extends from ground floor upto	5 Nos from Basement to 15 th Floor 5 Nos from G. Floor to 16 th Floor
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	Total 13 Nos (two for Commercial area) One from Basement to Ground Floor 5 Nos from Basement to Roof 5 Nos from Ground floor to Roof
(v)	No. of stairway 'B' (if any), which lead from the open court to the upper floors.	NA
(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.	NA
(vii)	No. of Water tank(s)	Total 14, roof top 10 Nos, Ground floor 4 Nos Total Capacity approx. 8 Lac Litres
(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	NA
(ix)	Plumbing network throughout the building	Yes
(x)	Electric wiring net-work throughout the building	Yes
(xi)	Necessary light(s)	Yes
(xii)	Telephone(s)	Yes
(xiii)	Public water connection(s)	Yes but Disconnected



	(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	Yes
	(xv)	Tank(s)	7 nos for water and 7 Nos for Fire
	(xvi)	Pump(s)	Total 12 Motor /Pumps 3 for water (30HPx2, 20HPx1) 4 for Fire (100HPx4) 3 submersible (7.5HPx2, 10HPx1) 2 for Park (1HPx1, 1.5HPx1)
	(xvii)	Motor(s)
	(xviii)	Fans	NA
	(ixx)	Fire-fighting equipment(s)	11 Nos Hydrants in the complex CO2 type cylinder and one Hose pipe and Hose cabinet in each floor Sprinkler System in the basement
	(xX)	Compressor(s)	NA
	(xxi)	Duct(s)
	(xxii)	Central Air Conditioning Equipment(s)	NA
	(xxiii)	Heating Equipment	NA
	(xxiv)	General all apparatus installation existing common use	& LPG Supply System for Rainwater Harvesting is not in operation 3 No of DG sets (1000 KVA, 600 KVA & 300 KVA) 2 Nos Electric Transferers (630 KVA each)

Place:

Signature of declarant
with designation and seal

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.

