

3	Date of sanction	18/07/2005 & 17/05/2006
4	Municipal No. of the property	GH-05, Ahinsa Khand-2, Indirapuram, GZB. & Kh. No. 526/1 Village Mahi Uddinpur Kanawani, Indirapuram Ghaziabad
5	Municipal Ward of the property	Ward No.---
6	Postal address of the property	GH-05, AHINSA KHAND-2 & Kh. No. 526/1 Village Mahi Uddinpur Kanawani, Indirapuram Ghaziabad
7.	Name of Architect / Structural Engineer	AR. ANUJ AGARWAL / SH. SADANAND OJHA
8	Height of the building	BELOW 45.0M.
9	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10.	No. of Floors	Basement+ stilt +12 th floor

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."

FORM A
(See Rule 3)
FORM OF DECLARATION

Date: 22.07.2014

Place: GHAZIABAD

Promoter Details:

1. Name: M/s NIRALA DEVELOPERS Pvt, Ltd
Builders Registered Address: 1113, 11th floor, kailash bldg. Plot no.26, KG Marg, New Delhi-110001
Local/ Postal Address: H-121, Sector-63, NOIDA
2. Date of Incorporation (if applicable): 23.07.2004 Incorporation Certificate No. – U45201DL2004PTC127818
3. Name/designation of Authorized Signatory: Sh. Varun Ratra

The Declaring 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	EDEN PARK
2	Sanctioning Authority of the plan	Ghaziabad Development Authority

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.



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 @0.90Rs/Sft. per month from the owners of each apartment.

FOURTH: That the aforesaid building has a total floor area of 50857.29 square meters on all floors, of which 38281.28 square meters will constitute the apartments and remaining 12576.01 square meters will constitute the 'common areas and facilities' and 9384.42 square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as " **Eden Park**" (insert the name of the building / scheme as given above) and that the apartments and 'common areas and facilities' (as defined in 5. 3(i) of the Act), the 'limited common areas and facilities' of the building / scheme (as defined in 5. 3(s) of the Act), and the 'independent areas' (as defined in 5. 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 **Eden Park** Condominium is based on the proportionate value of each apartment to the total value of all apartments.

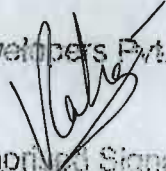
SEVENTH: That the Administration of **Eden Park** Condominium consisting as aforesaid of the building and parcel of land described above shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws of the association of the apartment owners. The promoter shall be responsible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



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IN WITNESS WHEREOF, Sh. Varun Ratra for on and behalf of M/s Nirala Developers
Pvt. Ltd.

(the promoter) hereto set his hand this 22 day of July of year 2014

For Nirala Developers Pvt. Ltd.


Authorized Signatory
Signed and delivered by
(Seal of the Promoter)

In the presence of:-

Ar. Anuj Aggarwal

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	Mahi Uddinpur Kanawani
		Tehsil	Ghaziabad/Dadri
		District	Ghaziabad/G.B.Nagar
2.	Survey No. with area	GH-05 & Kh. No. 526/1	GH-05 Land 4396.65 Sqm. Kh.No.526/1 Land 11450 Sqm
3.	Date of last document of title under which the promoter claims the land	-----	
4.	Details of Registration of the above title document	Book No. I	Book No. I
		Vol. No.	Vol. No.
		Page Nos.	Page Nos.
		Sl. No.	Sl. No.
		Date of Regn. -	
5.	Boundaries of the land	North	Others property
		South	STP
		East	Others property
		West	45 mt. wide road
5.	Land whether freehold or leasehold		Freehold
6.	If land is leasehold, the Unexpired period of the lease		N/A

Place: *Ghaziabad*

For Mirala Developers Pvt. Ltd.

[Signature]
Authorized Signatory
Signature of declarant

with designation and seal

Date: *22/7*

Annexure-'B'
(Details of Apartments)

Name of condominium: Eden Park

Value of condominium: Tower -A

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.)	Percentage of undivided share in land on the basis of covered area 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)	(7)		
1	First floor	101	4BHK+Svt.	132.89	0.838	1/46	Residential	N/A
		102 to 104	3BHK+Svt.	109.80	0.692	1/46	Residential	N/A
2	Second floor	201	4BHK+Svt.	132.89	0.838	1/46	Residential	N/A
		202 to 204	3BHK+Svt.	109.80	0.692	1/46	Residential	N/A
3	Third floor	301	4BHK+Svt.	132.89	0.838	1/46	Residential	N/A
		302 to 304	3BHK+Svt.	109.80	0.692	1/46	Residential	N/A
4	4 th to 11 th floor	401 to 1101	4BHK+Svt.	132.89	0.838	1/46	Residential	N/A
		402 to 1104	3BHK+Svt.	109.80	0.692	1/46	Residential	N/A
5	12 th & 13 th floor (duplex)	1201	5BHK	309.10	1.95	1/46	Residential	N/A
		1202	4BHK+Svt.	283.20	1.78	1/46	Residential	N/A

Name of condominium: Eden Park
Value of condominium: Tower - B

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.)	Percentage of undivided share in land on the basis of covered area 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)	(7)		
	First floor	101&102	3BHK+Svt.	108.75	0.686	1/48	Residential	N/A
		103&104	3BHK	99.31	0.626	1/48	Residential	N/A
	Second floor	201&202	3BHK+Svt.	108.75	0.686	1/48	Residential	N/A
		203&204	3BHK	99.31	0.626	1/48	Residential	N/A
	Third floor	301&302	3BHK+Svt.	108.75	0.686	1/48	Residential	N/A
		303&304	3BHK	99.31	0.626	1/48	Residential	N/A
	4 th to 11th floor	401to1101 402to1102 403to1103 404to1104	3BHK+Svt.	108.75	0.686	1/48	Residential	N/A
		403to1103 404to1104	3BHK	99.31	0.626	1/48	Residential	N/A
	12th floor	1201&1202	3BHK.	93.22	0.588	1/48	Residential	N/A
		1203&1204	2BHK	85.93	0.542	1/48	Residential	N/A

Name of condominium: Eden Park

Value of condominium: Tower -C

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.)	Percentage of undivided share in land on the basis of covered area 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)	(7)		
1	First floor	101 & 102	3BHK	89.85	0.567	1/72	Residential	N/A
		103&104	3 BHK	93.59	0.59			
		105&106	4BHK	124.41	0.785			
2	Second floor	201 & 202	3BHK	89.85	0.567	1/72	Residential	N/A
		203&204	3 BHK	93.59	0.59			
		205&206	4BHK	124.41	0.785			
3	3 rd TO 12th floor	301 to 1201	3BHK	89.85	0.567	1/72	Residential	N/A
		302 to 1202	3BHK	89.85	0.567			
		303 to 1203	3BHK	93.59	0.59			
		304 to 1204	3 BHK	93.59	0.59			
		305 to 1205	4 BHK	124.41	0.785			
		306 to 1206	4 BHK	124.41	0.785			

Name of condominium: Eden Park

Value of condominium: Tower -D

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.)	Percentage of undivided share in land on the basis of covered area 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)	(7)		
1	First floor	101 & 102 107 & 108 103 TO 106	3BHK 3 BHK 2BHK	91.43 91.43 70.65	0.576 0.576 0.445	1/96	Residential	N/A
2	Second floor	201 & 202 207 & 208 203 TO 206	3BHK 3 BHK 2BHK	91.43 91.43 70.65	0.576 0.576 0.445	1/96	Residential	N/A
3	3 rd TO 12th floor	301 to 1201 302 to 1202 307 to 1207 308 to 1208 303 to 1203 304 to 1204 305 to 1205 306 to 1206	3BHK 3BHK 3BHK 3 BHK 2 BHK 2 BHK 2BHK 2BHK	91.43 91.43 91.43 91.43 70.65 70.65 70.65 70.65	0.576 0.576 0.576 0.576 0.445 0.445 0.445 0.445	1/96	Residential	N/A

Name of condominium: Eden Park

Value of condominium: Tower -E

Sl. No.	Floor	Identifiable No. of Apartment	No. of Rooms	Covered area (in sq. mtrs.)	Percentage of undivided share in land on the basis of covered area 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)	(7)		
1	First floor	101 &102 105&106 103&104	3BHK 3 BHK 3BHK	90.08 90.08 91.82	0.568 0.568 0.579	1/72	Residential	N/A
2	Second floor	201 &202 205&206 203&204	3BHK 3 BHK 3BHK	90.08 90.08 91.82	0.568 0.568 0.579	1/72	Residential	N/A
3	3 rd TO 12th floor	301 to 1201 302 to 1202 305 to 1205 306 to 1206 303 to 1203 304 to 1204	3BHK 3BHK 3BHK 3 BHK 3 BHK 3 BHK	90.08 90.08 90.08 90.08 91.82 91.82	0.568 0.568 0.568 0.568 0.579 0.579	1/72	Residential	N/A

Name of condominium: Eden Park

Value of condominium: Tower -F

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.)	Percentage of undivided share in land on the basis of covered area 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)	(7)		
1	First floor	101 & 102 107 & 108 103 TO 106	2BHK 2 BHK 2BHK	64.49 64.49 63.21	0.406 0.406 0.398	1/96	Residential	N/A
2	Second floor	201 & 202 207 & 208 203 TO 206	2BHK 2 BHK 2BHK	64.49 64.49 63.21	0.406 0.406 0.398	1/96	Residential	N/A
3	3 rd TO 12th floor	301 to 1201 302 to 1202 307 to 1207 308 to 1208 303 to 1203 304 to 1204 305 to 1205 306 to 1206	2BHK 2BHK 2BHK 2 BHK 2 BHK 2 BHK 2BHK 2BHK	64.49 64.49 64.49 64.49 63.21 63.21 63.21 63.21	0.406 0.406 0.406 0.406 0.398 0.398 0.398 0.398	1/96	Residential	N/A

Note: The percentage of undivided share in the land is calculated on the basis of the covered area of the apartment in relation to the total covered area of the apartments, being the aggregate of Column No. 4.

Place:

Signature of declarant with designation and seal

Annexure-'C'19

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	38281.28	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)	X	3191.59	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	9384.42 Parking	X
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	50857.29
	Sum up	i.e. (a)	i.e. (b-1)	i.e. (b-2)	i.e. (c)

Place:

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 (SQMTR)
1	The parcel of land described in paragraph First of this Deed.	15846.45
2	Basement (if any) (as shown in Exhibit 'A' attached hereto)	7091.14. mtr. (Single basements)
3	Facilities in the basement	Parking
4	Parking facilities (as shown in Exhibit 'A' attached hereto)	9384.42 sq. mtr.
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
	Garden lawns	1226.0 sq. mtrs.
	Children playing area	1717.50 sq. mtrs.
	WATER BODY	150 X 2 = 300 in sq. mtrs.
	Tennis Court	N/A
	Badminton Court	N/A
	CONVNT SHOPS	661.79 SQ.MT.
	Lobby & facilities	N/A
	PARTY LAWN	N/A
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	3191.59 Sq.mtr

Elevator	N/A
Area of shaft(s)	778.41 sq. mtrs.
Elevator shaft extends from ground floor upto	N/A
No. of stairway 'A', which lead from the ground floor to the roof of the building	2 NO. per tower
No. of stairway 'B' (if any), which lead from the open court to the upper floors.	N/A
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 depend the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the upper floors.	N/A
No. of Water tank(s)	2 NOS. OVERHEAD TANK FOR PER BLOCK
Elevator pent-house with corresponding elevator equipment located on the roof of the building.	N/A
Plumbing network throughout the building	AS/ BY LAWS
Electric wiring net-work throughout the building	AS PER BY LAWS
Necessary light(s)	AS PER BY LAWS
Telephone(s)	AS PER BY LAWS
Public water connection(s)	APPLICABLE

	Foundations and main walls, columns, girders, beams and roofs of the building	AS PER BY LAWS
	Tank(s)	2 no. over head per block & 357KLD under ground /AS PER NBC
	Pump(s)	AS PER NBC
	Motor(s)	AS PER NBC
	Fans	AS PER NBC
	Fire equipment(s) fighting	AS PER NBC
	Compressor(s)	AS PER NBC
	Duct(s)	AS PER NBC
	Central Air Conditioning Equipment(s)	AS PER NBC
	Heating Equipment	AS PER NBC
	General all apparatus & installation existing for common use	AS PER NBC

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.

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 5. 3(c) of the Act and shown in Exhibit 'A')	
Parking	Area - 5.5 X 2.5. Location - Basement, Stilt & Open Area. Total No. -448ECS
Lobby, giving access to the elevator (s) to specified dwelling unit	-----
Corridor extending from the lobby to the stairway	-----

Place:

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 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 5. 3(P) of the Act)</u>		
	Parking	Area - - 5.5 X 2.5. Location - Basement, Stilt & Open Area. Total No. - 448 ECS
	Servant quarter	N/A
	Club with independent access	524.38 SQM Location as per section
	Convenient shops	N/A
	Covered garage/store	AS PER GDA
	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.

Place:

Signature of declarant
with designation and seal

Date:

Schedule-A
[Specifications of Construction]

1. Foundation: Raft
2. Flooring: Vitrified tiles or equivalent flooring.
3. Doors and Hardware: Wooden doors having Mortice lock and designer door with hardware at Main Entrance.
4. Windows: Wooden windows with glass shutters.
5. Internal Finish: All walls plastered, P.O.P. & painted with OBD Paint, Ceiling white, P.O.P Cornice in Drawing/Dinning and all bedrooms.
6. External Finish: All weather texture paint.
7. Sanitary ware and fittings: Sanitary - Vitreous ceramic sanitary ware of reputed make. Fittings – Hot & Cold water supply (without geyser) with CP fittings of reputed make.
8. Electrical: Copper wiring in concealed PVC conduits. Modular switches for light & power points. TV & Telephone points in all bedrooms & drawing/dinning.
9. 9. Plumbing and water Line: As per NBC.

Place:

Signature of declarant
with designation and seal

Date: