

FORM A  
(See Rule 3)

FORM OF DECLARATION

Date: 05/07/2014  
Place: Ghaziabad.

Promoter Details:


1. Name: M/s Thapar Builders Pvt. Ltd.
2. Registered Address: A-3 Anuposh Enclave, Col-3, Delhi-48
3. Local/ Postal Address: Plot no: 15, Sector-4, Vaishali, Ghaziabad
4. Date of Incorporation (if applicable):
5. Name/designation of Authorised Signatory: Vipin Behari Ashok (Project Manager)

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	"THE ARTHAH"
2.	Sanctioning Authority of the plan	GDA
3.	Date of sanction	10/11/2013
4.	Municipal No. of the property	
5.	Municipal Ward of the property	
6.	Postal address of the property	Plot No-15, Sector-4, Vaishali Ghaziabad
7.	Name of Architect/ Structural Engineer	Morphogenesis.

  
Thapar Builder Pvt. Ltd.  
Sector 4 Plot 15 Vasihali Ghaziabad  
Ph: No. - 41665530

8.	Height of the building	103.00M
9.	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10.	No. of Floors	27

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 13153.04 Sqm on all floors, of which 11087.35 Sqm (HA) and 1852.84 Sqm (SA) will constitute the apartments and remaining 413.315 Sqm will constitute the 'common areas and facilities' and 0 square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as "THE ARTHAH"(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 –

  
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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 "THE ARTHAH" Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of "THE ARTHAH" 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.

  
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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.

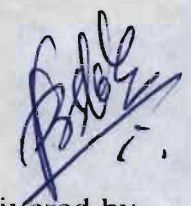
SIXTEENTH: The promoter shall maintain the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges @ Rs/- 1.25 per month from the owners of each apartment.

  
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IN WITNESS WHEREOF, Shri Gautam Thapar for on and behalf of M/s  
...THAPAR BUILDERS PVT. LTD. (the promoter) hereto set  
his hand this .....day of ..... of year .....



Signed and delivered by

(Seal of the Promoter)

Thapar Builders Pvt. Ltd.  
Sector 4 Plot 15 Vasihali Ghaziabad  
Ph: No. - 41665530

In the presence of:-

1. \_\_\_\_\_

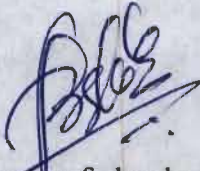
2. \_\_\_\_\_

Annexure 'A'Detailsofthelandofthebuildingtowhichthepresentdeclaration  
relates

Sl. No.	Items		
1.	Location of the land of the building	Revenue village	Sector-4, Vaishali
		Tehsil	Ghaziabad
		District	Ghaziabad
2.	Survey No. with area	Specify no.	Specify area
3.	Date of last document of title under which the promoter claims the land	Specify date	03/12/2011
4.	Details of Registration of the above title document	Book No.	1
		Vol. No.	19272
		Page Nos.	137-1194
		Sl. No.	30216
		Date of Regn.	03/12/2011
5.	Boundaries of the land	North	Plot No-16
		South	6.00M Road
		East	100 Feet Road
		West	40 Feet Road
5.	Land whether freehold or leasehold		Freehold
6.	If land is leasehold, the unexpired period of the lease		-N/A-

Place:

Date:



Signature of declarant  
with designation and seal  
**Thapar Builder Pvt. Ltd.**  
Sector 4 Plot 15 Vasihali Ghaziabad  
Phone No. - 41665530

Thopar Builder Pvt. Ltd.  
Plot 15, Vasthali, Gandhinagar  
Gurgaon - 122002



**Annexure-'B'**  
(Details of Apartments)

Name of condominium:

Value of condominium :

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area per unit (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.	Ground Floor (1FLR)	NIL NIL NIL NIL	1	46.60			Commercial	
2.	TYP Floor (21FLR) (4Units / FLR)	101 102 103 104	3 3 3 3	130.17 130.17 130.17 130.17			Residential Residential Residential Residential	Rs.89,00,000/- Rs.89,00,000/- Rs.89,00,000/- Rs.89,00,000/-
3.	SA Floors (3FLR) (12 Units/ FLR)	201 202 203 204	1 1 1 1	28.80 28.80 28.80 28.80			Residential Residential Residential Residential	Rs.20,00,000/- Rs.20,00,000/- Rs.20,00,000/- Rs.20,00,000/-
4.	SA Floors (1FLR) (12 Units/ FLR)	201 202 203 204	1 1 1 1	31.22 31.22 31.22 31.22			Residential Residential Residential Residential	Rs.20,00,000/- Rs.20,00,000/- Rs.20,00,000/- Rs.20,00,000/-

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  Date: 25/05/2014

Signature of Declarant with designation

  
Tropar Builder Pvt. Ltd.  
Sector 4 Plot 15 Vastrelli Ghatbad  
Ph: No. - 4 166530



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	In sqm	In sqm	In sqm	In sqm
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	HA- 10934.28 SA- 1036.8 SA- 374.64	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)	X	Club/ Gym+ Lobby 334.24+79 .075	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	NONE	X
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	12759.03 5
	Sum up	i.e. (a)	i.e. (b-1)	i.e. (b-2)	i.e. (c)

Place: Ghazabad.

Date: 05/05/2014

Signature of declarant

with designation and seal

Thapar Builder Pvt. Ltd,  
Sector 4 Plot 15 Vasihali Ghazlabad  
Ph: No. - 41665530

Annexure 'D'Detail 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.	4000.00Sqm
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)	Drawing attached
(c)	Facilities in the basement	Control room, Electrical room, Fire Tank, Raw water tank, etc.
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)	Drawing Attached
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
	(i) Garden lawns	600 sq. mtrs.
	(ii) Children playing area	32.77 sq. mtrs.
	(iii) Swimming Pool	NA.
	(iv) Tennis Court	NA.
	(v) Badminton Court	18.60 sq. mtrs.
	(vi) Commercial areas & facilities	46.6 sq. mtrs. (FAR)
	(vi) Lobby & facilities	179.6 sq. mtrs. (FAR)
	(viii) Any other facility	-N/A-
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	

  
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(i)	Elevator	4 Nos
(ii)	Area of shaft(s)	6203.79 Sqm
(iii)	Elevator shaft extends from ground floor upto	27 <sup>th</sup> Floor
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	2 NOs
(v)	No. of stairway 'B' (if any), which lead from the open court to the upper floors.	2 Nos.
(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)	4 Nos.
(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	1Nos.
(ix)	Plumbing network throughout the building	As per GDA Norms
(x)	Electric wiring net-work throughout the building	As per GDA Norms
(xi)	Necessary light(s)	As per GDA Norms
(xii)	Telephone(s)	As per GDA Norms
(xiii)	Public water connection(s)	As per GDA Norms

  
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 No. 41665530

(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	As per sanction Drawing
(xv)	Tank(s)	As per sanction Drawing
(xvi)	Pump(s)	S As per sanction Drawing
(xvii)	Motor(s)	As per sanction Drawing
(xviii)	Fans	As per sanction Drawing
(ixx)	Fire fighting equipment(s)	As per sanction Drawing
(xX)	Compressor(s)	As per sanction Drawing
(xxi)	Duct(s)	As per sanction Drawing
(xxii)	Central Air Conditioning Equipment(s)	As per sanction Drawing
(xxiii)	Heating Equipment	As per sanction Drawing
(xxiv)	General all apparatus & installation existing for common use	As per sanction Drawing

Place: Ghaziabad.

Date: 05/05/2014

Signature of declarant

with designation and seal

**Thapar Builder Pvt. Ltd.**  
**Sector 4 Plot 15 Vasihali Ghaziabad**  
**Ph: No. - 41665530**

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.



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Sector 4 Plot 12 Vasthali Gurgaon  
Ph: No - 4166530

Annexure 'E'

Detailsofthelimitedcommonareaandfacilitiesofthebuildingto  
whichthepresentdeclarationrelates

"Limited Common areas & Facilities" (as defined in S. 3(c) of the Act and shown in Exhibit 'A')		
(i)	Parking	NA
(ii)	Lobby, giving access to the elevator(s) to specified dwelling unit	NA
(iii)	Corridor extending from the lobby to the stairway	NA.

Place: Ghaziabad

Date: 05/05/2014

  
Signature of declarant

with designation and seal  
**Thapar Builder Pvt. Ltd.**  
Sector 4 Plot 15 Vasihali Ghaziabad  
Ph: No. - 41665530

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'

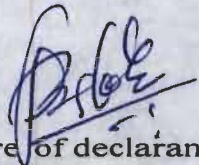
Detailsofthe“independentareas”ofthebuildingtowhich  
thepresentdeclarationrelates

“independent areas” (as defined in S. 3(P) of the Act)		
(i)	Parking	4008.68 sqm, 139 Nos.
(ii)	Servant quarter	NA
(iii)	Club with independent access	275.97 sqm (FAR)
(iv)	Convenient shops	NA
(v)	Covered garage/store	NA
(vi)	Terrace attached to an apartment. (if applicable)	NA

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: Ghaziabad

Date: 08/05/2014

  
Signature of declarant


with designation and seal  
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Sector 4 Plot 15 Vasihali Ghaziabad  
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Schedule-A  
[Specifications of Construction]

1. Foundation: RCC Structure
2. Flooring:
3. Doors and Hardware: Skin door/ Flush door with Aluminium or Steel hardware.
4. Windows: Wooden/uPVC/Aluminium
5. Internal Finish: POP with OBD
6. External Finish: Double coat plaster with wheather paint.
7. Sanitary ware and fittings: Chinaware-Hindustan/Parryware  
CP fitting-Parko/JIM/Equivalent
8. Electrical: As per GDA Norms
9. Plumbing and water Line: AS per GDA Norms.

Place: Ghawrah rd.

Date: 05/05/2014

  
Signature of declarant  
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Sector 4 Plot 15 Vasihali Ghaziabad

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Ph. No - 4166530

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.