

**FORM A**  
(See Rule 3)  
**FORM OF DECLARATION**

Date:  
Place:

**Promoter Details:**

1. Name: ANTHEM INFRASTRUCTURE Pvt Ltd
2. Registered Address: 501, Sachdeva Tower, DDA Comm. Complex, Karkardooma, New Delhi-92
3. Local/ Postal Address: 501, Sachdeva Tower, DDA Comm. Compl., Karkardooma, New Delhi-92
4. Date of Incorporation (if applicable): 20AUGUST 2010
5. Name/designation of Authorised Signatory: Mr BRIJESH KUMAR (DIRECTOR)

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	FRENCH APARTMENTS
2.	Sanctioning Authority of the Plan	Greater Noida Industrial Deveopment Authority GNIDA
3.	Date of Sanction	_____
4.	Municipal No. of the property	GH-7
5.	Municipal Ward of the property	Sector -16B, Greater Noida
6.	Postal address of the property	FRENCH APARTMENTS, GH-7, Sector -16B, Greater Noida
7.	Name of Architect/ Structural Engineer	Architect : M/s Deepak Mehta & Associates Structural Consultant : M/s KEEN DESIGNERS, NOIDA
8.	Height of the building	As per Enclosure 1
9.	Scheme whether residential or commercial (other than multiplex or mall)	Residential (Group Housing)
10.	No. of Floors	As per Enclosure 1

**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 1,44,295.371square meters on all floors, of which 79,379.226square meters will constitute the apartments and remaining 64,916.145square meters 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 "**FRENCH APARTMENTS**"(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 **FRENCH APARTMENTS** Condominium is based on the proportionate value of each apartment to the total value of all apartments.

**SEVENTH:**That the Administration of **FRENCH APARTMENTS** 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.

**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 approval of Competent Authority expressed in amendment to this deed.

**ELEVENTH:**that the undivided interest in 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 10/ SqFtper month from the owners of each apartment.

**IN WITNESS WHEREOF,Shri Brijesh Kumar** for on and behalf of M/s **Anthem Infrastructure Pvt Ltd** (the promoter) hereto set his hand this \_\_\_\_<sup>th</sup>day of **July** of year **2014**

**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**

<b>Sl. No.</b>	<b>Items</b>		
1.	<b>Location of the land of the Building</b>	Revenue village	
		Tehsil	Greater Noida (West)
		District	GautamBudh Nagar
2.	<b>Survey No. with area</b>	No.	25305SqM
3.	<b>Date of last document of title under which the promoter claims the land</b>	Date:08Nov 2010	08 Nov 2010
4.	<b>Details of Registration of the above title document</b>	Book No.	01
		Vol. No.	7527
		Page Nos.	151-202
		Sl. No.	23046
		Date of Regn.	08-11-2010
5.	<b>Boundaries of the land</b>	North	100.06
		South	100.06
		East	252.96
		West	252.96
6.	<b>Land whether freehold or leasehold</b>		LeaseHold
7.	<b>If land is leasehold, the unexpired period of the lease</b>		86Yrs

**Place:**

**Date:**

**Signature of declarant with designation and seal**

**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	79,379.226 Sq M	X	X	X
(b-1)	Total covered area of common areas & Facilities (as defined in S. 3(i) of the Act)	X	64,916.145 Sq M	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	0	X
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	1,44,295.371 Sq M
	Sum up				

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
(a)	The parcel of land described in paragraph First of this Deed.	25305 Sq M
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)	41841.078 sq. mtr.
(c)	Facilities in the basement	Parking
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)	29,448 sq. mtr.
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
	(i) Garden lawns	9493.80 sq. mtr.
	(ii) Children playing area	..... sq. mtr.
	(iii) Swimming Pool	..... sq. mtr.
	(iv) Tennis Court	..... sq. mtr.
	(v) Badminton Court	..... sq. mtr.
	(vi) Commercial areas & Facilities	..... sq. mtr.
	(vii) Lobby & facilities	..... sq. mtr.
	(viii) Any other facility	..... sq. mtr.
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	
	(i) Elevator	29 Nos.
	(ii) Area of shaft(s)	As Per Enclosure 1
	(iii) Elevator shaft extends from ground floor upto	As per Enclosure 1
	(iv) No. of stairway 'A', which lead from the ground floor to the roof of the building	As per Enclosure 1
	(v) No. of stairway 'B' (if any), which lead from the open court to the upper floors.	As per Enclosure 1
	(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)	13
	(viii) Elevator pent-house with corresponding elevator equipment located on the roof of the building.	Shall be submitted at the time of completion
	(ix) Plumbing network throughout the building	As per Drawings

	(x)	Electric wiring net-work throughout the building	As per Drawings
	(xi)	Necessary light(s)	As per Drawings
	(xii)	Telephone(s)	As per Drawings
	(xiii)	Public water connection(s)	1 Nos
	(xiv)	Foundations and main walls, columns, girders, beams and roofs of the Building	As per Drawings
	(xv)	Tank(s)	Shall be provided at the time of Completion
	(xvi)	Pump(s)	Shall be provided at the time of Completion
	(xvii)	Motor(s)	Shall be provided at the time of Completion
	(xviii)	Fans	Shall be provided at the time of Completion
	(xix)	Fire fighting equipment(s)	As per Drawings
	(xx)	Compressor(s)	-NA-
	(xxi)	Duct(s)	As per Drawings
	(xxii)	Central Air Conditioning Equipment(s)	-NA-
	(xxiii)	Heating Equipment	-NA-
	(xxiv)	General all apparatus & installation existing for common use	Shall be provided at the time of Completion

**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**

<b>"Limited Common areas &amp; Facilities" (as defined in S. 3(c) of the Act and shown in Exhibit 'A')</b>		
(i)	Parking	None
(ii)	Lobby, giving access to the elevator(s) to specified dwelling unit	None
(iii)	Corridor extending from the lobby to the stairway	None

**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**

<b>"independent areas" (as defined in S. 3(P) of the Act)</b>		
(i)	Parking	Parking Provided in basement TWO LEVEL admeasuring 28260Sq M, & stilt parking admeasuring 900.0SqM and open parking admeasuring 288.0 sqm
(ii)	Servant quarter	30 NOS
(iii)	Club with independent access	501.846SqM
(iv)	Convenient shops	759.79Sq M
(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:**

**Signature of declarant  
with designation and seal**

**Date:**

**Schedule-A**  
**[Specifications of Construction]**

- |                                       |  |
|---------------------------------------|--|
| <b>1. Foundation:</b>                 | <b>RCC Raft Foundation</b>   |
| <b>2. Flooring:</b>                   | <b>Vitrified tiles for habitable zone, ceramic Tiles for Toilets, Granite/Tilesfor Lobby</b> |
| <b>3. Doors and Hardware:</b>         | <b>Flush Doors or Eq</b>   |
| <b>4. Windows:</b>                    | <b>Alluminium</b>  |
| <b>5. Internal Finish:</b>            | <b>Oil Bound Distemper</b>   |
| <b>6. External Finish:</b>            | <b>Paint</b>   |
| <b>7. Sanitary ware and fittings:</b> | <b>Good quality chinaware &amp; CP fittings</b>  |
| <b>8. Electrical:</b>                 | <b>Copper wiring ISI marked</b>  |
| <b>9. Plumbing and water Line:</b>    | <b>PVC / CPVC as per requirement</b>   |

**Place:**

**Signature of declarant  
with designation and seal**

**Date:**