

FORM A (See Rule 3)
FORM OF DECLARATION

Promoter Details:

1. Name: M/s. S.V.P. Builders (I) Ltd.
2. Registered Address:
3. Local/ Postal Address:
4. Date of Incorporation (if applicable):
5. Name/designation of Authorised Signatory: Mr. Prateek Chauhan

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	Niho Scottish
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	Vill- Kanawali, Indirapuram, Ghaziabad
7.	Name of Architect/ Structural Engineer	Anuj Agarwal (CA/96/19503) Lokesh Kumar Tyagi (M.E. Civil (Structure), A-517051/7)
	Height of the building	50.3M, 44.3M, 38.3 M, 32.3 M, 29.3M, 26.3M, 22.9M, 25.9M
9.	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10.	No. of Floors	G/S+6, G/S+7, B+S+UG+7, B+S+UG+8, B+S+UG+9, B+S+UG+11, B+S+UG+13, B+S+UG+14



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 89,941.2 square meters on all floors, of which 67,651.2 square meters will constitute the apartments and remaining 7,054 square meters will constitute the 'common areas and facilities' and 15,196 square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as "Niho Scottish"(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 Niho Scottish Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of Niho Scottish 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 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.

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'Detailsofthelandofthebuildingtowhichthepresentdeclaration
relates

Sl. No.	Items		
1.	Location of the land of the building	Revenue village	Specify
		Tehsil	Specify
		District	Specify
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	
4.	Details of Registration of the above title document	Book No.	Specify
		Vol. No.	Specify
		Page Nos.	Specify
		Sl. No.	Specify
		Date of Regn.	Specify
5.	Boundaries of the land	North	Specify
		South	Specify
		East	Specify
		West	Specify
5.	Land whether freehold or leasehold		Specify
6.	If land is leasehold, the unexpired period of the lease		Specify

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 67,651 Sq.M.			
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)		Total 7,094 Sq.M.		
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)			Total 15,196 Sq.M.	
(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	Total 89,941 Sq.M.
	Sum up	67,651 Sq.M.	7,094 Sq.M.	15,196 Sq.M.	89,941 Sq.M.

Place:

Signature of declarant
with designation and seal

Date:



Annexure 'D'Detailsofthecommonareaandfacilitiesofthebuildingto
whichthepresentdeclarationrelates

Sl. No.	Name of the common areas & facilities	Its description /area
(a)	The parcel of land described in paragraph First of this Deed.	43,028 Sq.M.
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)	6,377 Sq.M, Single Basement (Total 4 Nos)
(c)	Facilities in the basement	Parking Only
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)	Common parking in commercial area, Total 34 in Nos and 1,085 Sq.M. in the Basement. In residential area Off Street parking in basement, Street Parking in stilt and open ground
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
	(i) Garden lawns	Total 3,374.63 Sq.M.
	(ii) Children playing area	Skating Court (Total Area 171.62 Sq.M.)
	(iii) Swimming Pool	NA
	(iv) Tennis Court	One , Total area 412.27 Sq.M.
	(v) Badminton Court	One , Total area 188.41 Sq.M.
	(vi) Commercial areas & facilities	In vicinity to residential complex
	(vi) Lobby & facilities	One in each Block
	(viii) Any other facility	1 RWA office (Approx 20 Sq.M.) 1 Maintenance office (Approx 20 Sq.M.) 1 Community Hall (170.09 Sq.M.) 1 Temple (179.30 Sq.M.) 1 Electric Panel Room (Approx.120 Sq.M.) 3 water softening plant
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	



(i)	Elevator	28 Nos (One for commercial) And 7 Nos of Elevator Shaft are not installed with Elevators.
(ii)	Area of shaft(s)	8.17 Sq.M. in Each Block
(iii)	Elevator shaft extends from ground floor upto	From Basement to Top Floor
(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	26 Nos (One for commercial area), Each Block Has one Stairway
(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 theupper 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 34, roof top 28 Nos, Ground floor 6 Nos Total Capacity approx. 14.5 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)	NA

