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FORM A

(See rule3)

FORM OF DECLARATION

In the KUSHAMBI.....(enter the name of city and District) GHAZIABAD on this 18-9-2006 day.....(enter the day month and year of declaration), I/We GURINDER SINGH SIKKA.....(enter the name of sole owner or owners) hereafter referred to as "Grantor", (who is fully empowered and qualified to execute this Deed) does hereby state:-

FIRST: that the Grantor owns the following land situated in the 2091.62..... (insert metres and bound description of land on which the building scheme is located and add (a) the city survey number, if any (b) revenue particulars of the land), (also state the date and registration details of the last document of title under which the Grantor claims the land), which is described as follows, namely:-

SECOND: That the Grantor has constructed on this parcel of land, described in (FIRST) above, an Apartment, Building/Group Housing scheme, known as SIKKA CLASS HOME..... (enter the name of building/group housing scheme). According to plans attached hereto as Exhibit 'A', which were approved by the (insert name of authority sanctioning the plans and date of sanction), on the day of.....and which are made a part thereof as-

- (a) Municipal index of property number and ward as GH-249
- (b) Postal address of the building/scheme as GH-249 KAUSHAMBI, THA GHAZIABAD U.P.

THIRD: That the said property consists of the following:- (Insert here the details of scheme as the areas under common building and service of roads, public health, electrification and recreational facilities, number and type of blocks, details of apartments and facilities at different level in each type of block, etc.) The various residential apartments of the scheme are all 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 owners, each owner 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 be referred to as dwelling Unit "D.U.") and also an individual interest in the general and/or limited common areas and facilities of the building/property scheme, as listed hereinafter the declaration deed, necessary for their adequate use and enjoyment, and referred to as.

- (c) General facilities, for all apartments of the scheme.
- (d) Common facilities for dwelling units of individual block; and

- (e) Limited common facilities for D.U.'s on same floor of individual all the block above in accordance with Act, 2010.

FOURTH: That the aforesaid building/housing scheme has a total building area of 4686.4 square meters on all floors, of which 4092.08 square meters will constitute the dwelling units and remaining 1182.9 square meters will constitute the general and/or limited common areas and facilities.

FIFTH: That this condominium shall be known as "Sikka Classic Home" (insert the building/scheme as given in (SECOND) above) and that the dwelling units and common areas/facilities of the building/scheme shall be as follows and as shown in the drawing as Exhibit B.

1. Dwelling units

In each of the G+6 upper floors, there are 42 dwelling units. The said dwelling units will be numbered consequently from one to Six on each floor. These numbers will be preceded by the tenth which corresponds to each floor to with: those of the first floor will bear the number "101", "102", etc: those of the second floor will bear the numbers "201", "202", etc. and those of the higher floors will be numbered similarly according to the corresponding tenth of each floor. Hereinafter such dwelling units will be referred to as dwelling Unit Type Number One, dwelling Unit Type Number Two, etc. respectively.

Each dwelling unit is equipped with NA (describe air conditioning units, fans, geysers, if any, and other equipment which is attached to or is a part of the dwelling unit).

The dwelling units are described herein below. The measures of a dwelling unit include all the outside walls and one-half of the block partitions but exclude bearing walls.

(a) Dwelling unit-Type Number One- It is a rectangular shaped apartment measuring 11 meters long and 10 meters wide, making a total area of 110 square meters as specifically shown in Exhibit 'A' of this Deed. Its boundaries are as follows:-

Total Super Area of the Flat = 148.36

Its main door has access to the corridor of the respective floor.

The dwelling units consists of the following rooms: a hall of NA square meters, a living room of 21.27 square meters, a dining room of 12.11 square meters, a kitchen of 7 square meters, which includes the sink, or washing area, a NA gas or electric range, model NA colour NA bed rooms of 36.92 square meters, bathroom of 10.03 square meters. In addition, the dwelling units has a balcony

- (e) Limited common facilities for D.U.'s on same floor of individual all the block above in accordance with Act, 2010.

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(balconies) facing.....16.16.....street of...3.57..... square meters
 (This will change in each case; and the dwelling units will have to be described according to plan) [A description of each type of dwelling unit should follow as item (b), (c), (d), etc.]

2. Common Areas and Facilities-

- (a) The parcel of land described in paragraph First of this Deed.
- (b) A basement (*if applicable*) as shown in Exhibit 'A' attached hereto and consisting of913.42.....square meters.
- (c) The following facilities located in the basement: Parking D.G.
 (describe in detail the items located in the basement).
- (d) Parking facilities as shown in Exhibit 'A' attached hereto and consisting of.....1704.58.....square meters.
- (e) The ground floor as shown in Exhibit 'A' attached and consisting of a garden lawn, children playing area, swimming pool, tennis or badminton court, etc., admeasuringsquare meters respectively.
- (f) The following facilities located in the ground floor:-
- (1) Commercial areas and facilities as shown in Exhibit 'A' attached hereto, consisting ofN.A.....square meters and described as follows:-
N.A..... (describe in detail the commercial areas and facilities, if any.)
- (2) A lobby and facilities as shown in Exhibit 'A' attached hereto consisting of663.38.....square meters, and described as follows:-
N.A.....(describe in detail the lobby and its facilities)
- (3)N.A.....(include any other areas, rooms, etc. not mentioned above)
- (g) The following facilities located throughout the building and as shown in Exhibit 'A', attached hereto:-
- (1)4 Nos.....Elevator(s).
- (2) An elevator shaft of3.24.....square meters for the4 Nos..... elevator(s) extending from the ground floor upto the.....6th.....floor.
- (3) A stairway, referred to in this Deed as Stairway A of.....19.05.....square meters, which lead from the ground floor to the roof of the building.

- (4) A Stairway (if applicable), referred to in this Deed as Stairway B, of20.62.....square meters, which lead from the open court to the.....Sixth.....upper floor.
- (5) A flue (if applicable), extending from the incinerator in the basement to the roof of the building. The said flue will have a hopper door in each one of the.....N.A......upper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the.....N.A......upper floors.
- (6) Water tank located on the roof of the building. Yes
- (7) Elevator penthouse with corresponding elevator equipment located on the roof of the building. N.A.
- (8) Plumbing net-work throughout the building. Yes
- (9) Electric wiring net-work throughout the building. Yes
- (10) Necessary light, telephone and public water connections. Yes
- (11) The foundations and main walls, columns, girders, beams and roofs of the building as described in the plans which form part of this Deed as Exhibit 'A' hereof. Yes
- (12) Tanks, pumps, motors, fans, fire fighting equipment, compressor, ducts, central air conditioning and heating equipment and in general all apparatus and installation existing for common use. Yes
- (h) The following facilities located in each one of the.....upper floors and as shown in Exhibit A, attached hereto, are limited common areas and facilities limited to the dwelling units of each respective floor:-
- (1) A lobby which gives access to the4.....elevators, to the dwelling unit, to the janitor's room, toN.A......to the corridor and to Stairway A.
- (2) A room for the use of the janitor. N.A.
- (3) A corridor extending from the lobby to Stairway B.

SIXTH: (a) that the right, title and interest of each owner of a dwelling unit in the general common areas and facilities listed under letters (a) to (h) of sub-para 2 of Paragraph Fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purpose in

the meeting of the Association of Apartment Owners of the.....Condominium is based on the proportionate value of each dwelling unit to the total value of all dwelling units as follows:-

Dwelling Unit Type Number One

.....percent based on a value of Rs.....for this apartment and a total value of Rs. 10,73,81,835 for all dwelling units. (here follows the proportionate value of dwelling Unit Type Number Two to Dwelling Unit Type Number.....)

(b) That the right, title and interest of each owner of a dwelling unit located on each of the.....N/A upper floors in the limited common area and facilities located in the respective floor and listed under letter(h) of said sub-paragraph 2 of Paragraph Fifth, and their proportionate share in the profits and common expenses in the said limited common areas and facilities, as well as the proportionate representation of voting purpose with respect to the said limited common areas and facilities in the meeting of Association of Apartment Owners of the..... Condominium is based on the proportionate value of each dwelling unit to the total value of all dwelling units located on its respective floors, as follows:-

Dwelling Unit Type Number One

.....per cent (here follows the right, title and interest of the dwelling unit owners of Dwelling Unit Type Number Two to Dwelling Unit Type Number in the limited common areas and facilities located in their respective floors).

(c) The proportionate representation for voting purposes provided in (a) and (b) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as Exhibit B.

(d) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment/each apartment.....N/A are not encumbered in any manner whatsoever on the date of this declaration.

SEVENTH: That the Administration ofCondominium consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of the Deed and are attached hereto as Exhibit B;

EIGHTH: That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Act, 2010, so that the dwelling units of the.....upper floors may be conveyed and registered as individuals properties capable of independent use, on account of each having its own exits to a common area and facility of the

covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

SIXTEENTH: that no apartment owner of a dwelling unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or limited common areas and facilities, or by the abandonment of his dwelling unit;

SEVENTEENTH: all sums assessed by the association but unpaid for the share of the common expenses chargeable to any dwelling unit shall constitute a charge on such dwelling unit prior to all other charges except only (1) charge, if any, on the dwelling unit for payment of Government or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

EIGHTEENTH: that all present or future owners, tenants, future tenant or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition or rental of any of the dwelling units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective dwelling units shall not be rented or given on lease and license or caretaker basis by the apartments owner thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the dwelling unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective dwelling units shall have the absolute right to lease such unit or give it on lease or leave and license or care taker basis provided that the said lease or leave or license or care taker basis is made subject to the covenant and restrictions contained in this declaration and further subject to the Bye-laws in Exhibit B attached hereto;

NINETEENTH: 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, 2010;

TWENTIEH : that where a dwelling unit is sold by a mortgage in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such dwelling unit, then neither the mortgagee nor the purchaser who derives title to be dwelling unit at such sale or his successors or assigns shall be liable for assessments by the association which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge for such assessment and enforcing same as provided by law and that such charge shall be subordinate to such mortgage;

building, each dwelling unit owner having an exclusive and particular right, title and interest over his respective dwelling unit and in addition to the specified undivided interest in the common areas and facilities and/or limited common areas and facilities.

NINTH: That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of declaration and deeds of Apartment under section-12 and 13 respectively the value of the.....Condominium is distributed as follows:-

(a) Parcel of land described in paragraph first hereof is valued at Rs.....

(b) The building described in paragraphs second and third thereof is valued at Rs.....(Rupees.....)

TENTH: that so long as the Grantor owns one or more of the dwelling units the Grantor shall be subject to the provisions of the deed and to the Exhibit A and B attached hereto and the Grantor covenants to take no action which will adversely affect the right of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the association by reason of the establishment of the.....condominium;

ELEVENTH: that the general and/or limited common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof;

TWELFTH: that the percentage of the undivided interest in the general and/or 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 duly registered.

THIRTEENTH: that the undivided interest in the general and/or limited common areas and facilities shall not be separated from the dwelling unit to which it appertains 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;

FOURTHEENTH: That such apartment owner shall comply with the provision of this deed, the bye-laws, decision and resolutions of the association of apartment owners or its representatives, and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief;

FIFTEENTH: that the dedication of the property to the plan of apartment ownership herein shall not be revoked, or 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

TWENTY-FIRST: that in a voluntary conveyance of a dwelling unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the association of apartment owners against the letter conveyance without prejudice to the grantee's right to recover from the Grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the association and such grantee shall not be liable for, nor shall the dwelling unit conveyed be subject to a charge for, any unpaid assessments made by the association of apartment owners against the Grantor in excess of the amount therein, set forth;

TWENTY-SECOND: that the Manager or Board of Managers of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering dwelling units but without prejudice to the right of the owner of a dwelling unit to obtain individual dwelling unit insurance.

TWENTY-THIRD: that insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the association of apartment owners, and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premiums become due.

In witness whereof Shri.....set his hand thisday of.....

[Handwritten Signature]
Signed and delivered by
(AUTHORISED SIGNATORY)
[Handwritten Signature]

In presence of -

1. Signature..... Full name.....
address.....
2. Signature..... Full name.....
address.....

ANNEXURES

- 1. Exhibit A- as referred to in clause SECOND
- 2. Exhibit B- as referred to in clause EIGHTEENTH

EXHIBIT-A

(See Clause SECOND of Form A)

Here annex attested copies of plans of the scheme as sanctioned by prescribed sanctioning authority, and showing at least the following details:-

1. Site/Survey plan of the scheme area showing its location and surroundings, with certificate of ownership of land issued by appropriate authority.
2. Layout plan of the scheme showing various apartments blocks and common building and service of roads, parking, public health and electrification installations, landscaping and recreation facilities as also the schedule of areas under various apartments, apartments blocks and different common facilities.
3. All floor plans, elevations and sufficient sections of each block of building with (a) schedules indicating the areas under various apartments and areas under common facilities of lounge, stairs, lifts for that block and (b) schedule indicating the various apartments on each floor and details of common floor facilities for exclusive use of apartments on that floor.
4. Apartmentwise schedule of percentage of interest (a) in common facilities of the total scheme, (b) of the block in which that apartment is located and (c) of the floor of that apartment.



गतिवाहद विकास प्राधिकरण

विकास पथ, गतिवाहद।

I.S.O.-9001-2000 एवं I.S.O.-14001-2004 प्रमाणित संस्था

पत्रांक...../प्रवर्तन जॉन-6/2014-15

दिनांक.....

[Handwritten signature]

सेवा में,

श्री शिवका प्रमोटर्स प्रा० लि०,

हरा श्री गुरविन्दर सिंह शिवका

श्री-60, पीत विहार,

नई दिल्ली-92।

विषय

शिवका होम्स टावर स्थित मूखण्ड सं०-जी०एच०-249, कौशाब्दी, गतिवाहद पर निर्मित/निर्माणधीन गृप हलवसिंग परिसर पर उत्तर प्रदेश अपार्टमेंट (निर्माण, स्वामित्व और अन्वेषण का संवर्धन) अधिनियम-2010 एवं उत्तर प्रदेश अपार्टमेंट (निर्माण, स्वामित्व और अन्वेषण का संवर्धन) नियमावली-2011 एवं याचिका संख्या 33826/12 मैसर्स हिजाईन आर्ब इन्फ्रास्ट्रक्चर प्रा० लि० व अन्य बनाम गतिवाहद विकास प्राधिकरण में पारित आदेश दिनांक 14.11.2013 के अनुपालन में घोषणा पत्र प्रस्तुत किये जाने के सम्बन्ध में।

महोदय

प्रवर्तन (1) प्रवर्तन में इस कार्यालय द्वारा आपका पत्र सं०-266 (1) प्रवर्तन जॉन-6/2014-15 दिनांक 23.04.2014 के द्वारा उत्तर प्रदेश अपार्टमेंट अधिनियम-2010, उत्तर प्रदेश अपार्टमेंट नियमावली-2011 के कम में उत्तर प्रदेश सरकार द्वारा जारी अधिसूचना दिनांक 16.11.2011 के अनुसार अधिनियम की धारा-12 एवं नियमावली के नियम-3 के अनुसार मानचित्र स्वीकृति से 12 माह एवं ऐसे प्रकरण जिनमें मानचित्र अधिसूचना से पूर्व ही स्वीकृत हो चुके हैं, उन प्रकरणों में अधिसूचना जारी किये जाने की तिथि 16.11.2011 से 90 दिन में प्रस्तुत किये जाने की अवधि की थी। किन्तु आप द्वारा अभी तक निर्धारित प्रारूप पर सूचना प्रेषित नहीं की गई है। अतः कृपया 15 दिवस में उपरोक्त विषयक सूचना उपलब्ध कराने का कष्ट करें। अन्यथा प्राधिकरण नियमानुसार उत्तर प्रदेश अपार्टमेंट नियमावली-2011 के साथ अधिसूचित प्रारूप-क पर घोषणा उपलब्ध न कराने के कारण अधिनियम की सुसंगत धाराओं के अन्तर्गत कार्रवाई करते हुए प्रवर्तन परिसर को सील बन्द किये जाने की कार्रवाई कर आपके विरुद्ध उत्तर प्रदेश अपार्टमेंट अधिनियम की धारा-25 के अन्तर्गत प्रथम सूचना रिपोर्ट दर्ज करा सकता है।

प्रतिलिपि :-

1. उपाध्यक्ष महोदय को सादर अवलोकनाार्थ प्रेषित।
2. श्री.ए.टी.पी. को सूचनाार्थ एवं आवश्यक कार्रवाई हेतु।

पत्रांक...../प्रवर्तन जॉन-6/2014-15

दिनांक.....

(सक्षम अधिकारी)
प्रवर्तन जॉन-6

[Handwritten signature]
23.06.14

(सक्षम अधिकारी)



EU621161469IN

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