

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

Date: 16/04/2016

Place: Ghaziabad

**Promoter Details:**

1. Name Saya Buildcon Consortium Pvt. Ltd.
2. Registered Address B 7/45, Safdarjung Enclave Extension, New Delhi – 29.
3. Local / Postal Address Corporate Office, GH-11,AhinsaKhand-II Indrapuram, Ghaziabad.
4. Name / designation of Authorized Signatory Mr. Vikas Bhasin / 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	SAYA ZENITH
2.	Sanctioning Authority of the plan	Ghaziabad Development Authority
3.	Date of Sanction	21/06/2011
4.	Municipal No. of the Property	NA
5.	Municipal Ward of the Property	49
6.	Postal Address of the Property	Gh-11,Ahinsa Khand-II Indrapuram,Ghaziabad
7.	Name of Architect / Structural Engineer.	Shivendra Nath / Optimum Design Pvt. Ltd.
8.	Height of the Building	77.200 MT. .
9.	Scheme whether residential or commercial (other than multiplex or mall)	RESIDENTIAL (along with partly Commercial)
10.	No. of Floors	2 Basement + Ground +18 <sup>th</sup> & 23 <sup>RD</sup>

For Saya Buildcon Consortium Pvt. Ltd.

  
Director

**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 force in the State (hereinafter referred to as the 'Apartment') and also in 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 **79249.266** square meters on all floors, of which **53268.490** square meters will constitute the apartments and remaining **18026.106** square meters will constitute the 'common areas and facilities' and **7954.67** square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

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

**SEVENTH:** That the Administration of **SAYA ZENITH** 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. 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 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 shares 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;

**FOURTHEENTH:** 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' for 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 @1.75 RS per sq.ft. of flat per month from the owners of each apartment.

IN WITNESS WHEREOF, Mr. Vikas Bhasin for on and behalf of M/s. Saya Buildcon Consortium Pvt. Ltd., hereto set his hand this 16<sup>th</sup> day of April of year 2016.

Signed and delivered by

In the presence of:

1. Shri Manoj Jain

*Manoj*  
(MANOJ KUMAR JAIN)

For Saya Buildcon Consortium Pvt. Ltd.

*Manoj*  
Director

2. Smt. Anita Kaushik

*Anita*

**Annexure 'A'**

**Details of the land of the building to which the present declaration relates**

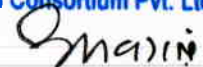
Sl. No.	Items		
1.	Location of the land of the building	Revenue village	Ahinsa Kh-II Indrapuram
		Tehsil	Sadar
		District	Ghaziabad
2.	Survey No. with area		GH-11 14060.580 Square Meters
3.	Date of last document of title under which the promoter claims the land.		-
4.	Details of Registration of the above title document	GH -11	
	GH-11	Book No.	1
		Vol.No	27329
		Page Nos.	63 TO 80
		Sl. No.	11164
		Date of Regn.	21/04/2014
	PL-10	Book No.	1
		Vol.No	18990
		Page Nos.	387 TO 958
		Sl. No.	26843
		Date of Regn.	08/11/2011
	Part of Gh-11 land	Book No.	1
		Vol.No	29584
		Page Nos.	49 TO 144
		Sl. No.	8687
		Date of Regn.	05/05/2015
5.	Boundaries oif the land	North	Plot GH 09
		South	Open Space
		East	Open Space
		West	150' Wide Road
6.	Land whether freehold or leasehold		Freehold
7.	If land is leasehold, the unexpired period of the lease.		NA

Place: Ghaziabad

Date: 16/04/2016

Signature of the declarant

For Saya Buildcon Consortium Pvt. Ltd.



Director

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

Name of condominium:

**SAYA ZENITH**

Value of condominium:

**TOWER A**

Sl. No.	Floor	Identifiable No. Of the apartment	No. of Bed 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 the apartment owners	Approved Use Residential/ Commercial	Value of the Apartment
(1)	(2)	(3)		(4)	(5)	(6)	(7)	
1	Ground Floor	C3& C4		221.000	0.415	2.8	Commercial	As/ allotment
2		G02	3	109.800	0.206	1.4	Residential	7850000
3		G03	3	109.800	0.206	1.4	Residential	10,159,600
4		G04	4	159.710	0.300	2.0	Residential	11,259,000
5		G05	4	159.660	0.300	2.0	Residential	As/ allotment
6		G06	3	78.150	0.147	1.0	Residential	6,713,648
7		G07	3	79.130	0.149	1.0	Residential	8,225,550
8		C3& C4		121.000	0.227	1.5	Commercial	11,980,600
9	C2A		10.000	0.019	0.1	Commercial	As/ allotment	
10	First Floor	101	4	162.560	0.305	2.1	Residential	6,142,000
11		102	3	109.880	0.206	1.4	Residential	8,118,000
12		103	3	109.880	0.206	1.4	Residential	4,684,400
13		104	4	161.590	0.303	2.1	Residential	9,504,000
14		105	4	161.590	0.303	2.1	Residential	7,990,800
15		106	3	109.700	0.206	1.4	Residential	4,684,400
16		107	3	109.700	0.206	1.4	Residential	4,880,400
17		108	4	161.610	0.303	2.1	Residential	7,635,600
18	Second Floor	201	4	162.560	0.305	2.1	Residential	9,329,080
19		202	3	109.880	0.206	1.4	Residential	4,554,800
20		203	3	109.880	0.206	1.4	Residential	4,399,400
21		204	4	161.590	0.303	2.1	Residential	11,791,200
22		205	4	161.590	0.303	2.1	Residential	4,320,000
23		206	3	109.700	0.206	1.4	Residential	4,752,800
24		207	3	109.700	0.206	1.4	Residential	3,454,800
25		208	4	161.610	0.303	2.1	Residential	8,000,680
26	Third Floor	301	4	162.560	0.305	2.1	Residential	7,148,400
27		302	3	109.880	0.206	1.4	Residential	4,784,200
28		303	3	109.880	0.206	1.4	Residential	4,554,800
29		304	4	161.590	0.303	2.1	Residential	6,454,160
30		305	4	161.590	0.303	2.1	Residential	4,320,000
31		306	3	109.700	0.206	1.4	Residential	4,673,200
32		307	3	109.700	0.206	1.4	Residential	4,723,200
33		308	4	161.610	0.303	2.1	Residential	6,096,000
34	Fourth Floor	401	4	162.560	0.305	2.1	Residential	4,328,000
35		402	3	109.880	0.206	1.4	Residential	4,545,600
36		403	3	109.880	0.206	1.4	Residential	6,611,680
37		404	4	161.590	0.303	2.1	Residential	7,648,320
38		405	4	161.590	0.303	2.1	Residential	6,096,000
39		406	3	109.700	0.206	1.4	Residential	4,545,600
40		407	3	109.700	0.206	1.4	Residential	4,671,430
41		408	4	161.610	0.303	2.1	Residential	10,203,600

42	Fifth Floor	501	4	162.560	0.305	2.1	Residential	5,832,000
43		502	3	109.880	0.206	1.4	Residential	3,800,000
44		503	3	109.880	0.206	1.4	Residential	3,726,000
45		504	4	161.590	0.303	2.1	Residential	5,670,000
46		505	4	161.590	0.303	2.1	Residential	11,291,000
47		506	3	109.700	0.206	1.4	Residential	4,762,640
48		507	3	109.700	0.206	1.4	Residential	4,614,000
49		508	4	161.610	0.303	2.1	Residential	6,062,600
50	Sixth Floor	601	4	162.560	0.305	2.1	Residential	11,016,000
51		602	3	109.880	0.206	1.4	Residential	4,486,400
52		603	3	109.880	0.206	1.4	Residential	6,983,000
53		604	4	161.590	0.303	2.1	Residential	8,714,638
54		605	4	161.590	0.303	2.1	Residential	11,016,000
55		606	3	109.700	0.206	1.4	Residential	4,584,400
56		607	3	109.700	0.206	1.4	Residential	5,942,400
57		608	4	161.610	0.303	2.1	Residential	4,225,000
58	Seaventh Floor	701	4	162.560	0.305	2.1	Residential	4,501,600
59		702	3	109.880	0.206	1.4	Residential	4,665,800
60		703	3	109.880	0.206	1.4	Residential	3,504,800
61		704	4	161.590	0.303	2.1	Residential	6,680,000
62		705	4	161.590	0.303	2.1	Residential	7,583,800
63		706	3	109.700	0.206	1.4	Residential	6,909,000
64		707	3	109.700	0.206	1.4	Residential	2,819,400
65		708	4	161.610	0.303	2.1	Residential	8,559,200
66	Eight Floor	801	4	162.560	0.305	2.1	Residential	6,526,000
67		802	3	109.880	0.206	1.4	Residential	4,155,200
68		803	3	109.880	0.206	1.4	Residential	4,155,200
69		804	4	161.590	0.303	2.1	Residential	8,192,000
70		805	4	161.590	0.303	2.1	Residential	4,719,186
71		806	3	109.700	0.206	1.4	Residential	4,229,200
72		807	3	109.700	0.206	1.4	Residential	5,799,000
73		808	4	161.610	0.303	2.1	Residential	9,180,000
74	Nineth Floor	901	4	162.560	0.305	2.1	Residential	7,378,000
75		902	3	109.880	0.206	1.4	Residential	4,025,600
76		903	3	109.880	0.206	1.4	Residential	4,125,600
77		904	4	161.590	0.303	2.1	Residential	8,630,480
78		905	4	161.590	0.303	2.1	Residential	8,186,200
79		906	3	109.700	0.206	1.4	Residential	2,667,700
80		907	3	109.700	0.206	1.4	Residential	6,650,000
81		908	4	161.610	0.303	2.1	Residential	5,750,000
82	TenthFloor	1001	4	162.560	0.305	2.1	Residential	4,012,000
83		1002	3	109.880	0.206	1.4	Residential	2,348,000
84		1003	3	109.880	0.206	1.4	Residential	4,440,000
85		1004	4	161.590	0.303	2.1	Residential	7,195,000
86		1005	4	161.590	0.303	2.1	Residential	1,13,82,000
87		1006	3	109.700	0.206	1.4	Residential	3,578,000
88		1007	3	109.700	0.206	1.4	Residential	3,578,000
89		1008	4	161.610	0.303	2.1	Residential	6,306,000
90	Eleventh Floor	1101	4	162.560	0.305	2.1	Residential	4,464,555
91		1102	3	109.880	0.206	1.4	Residential	4,146,000
92		1103	3	109.880	0.206	1.4	Residential	8,703,400
93		1104	4	161.590	0.303	2.1	Residential	5,446,000
94		1105	4	161.590	0.303	2.1	Residential	11,880,792
95		1106	3	109.700	0.206	1.4	Residential	4,271,480
96		1107	3	109.700	0.206	1.4	Residential	5,034,000
97		1108	4	161.610	0.303	2.1	Residential	4,530,000
98	Twelfth Floor	1201	4	162.560	0.305	2.1	Residential	5,586,000
99		1202	3	109.880	0.206	1.4	Residential	4,430,160
100		1203	3	109.880	0.206	1.4	Residential	2,796,000
101		1204	4	161.590	0.303	2.1	Residential	6,493,000
102		1205	4	161.590	0.303	2.1	Residential	6,586,800
103		1206	3	109.700	0.206	1.4	Residential	4,146,000
104		1207	3	109.700	0.206	1.4	Residential	4,212,816
105		1208	4	161.610	0.303	2.1	Residential	6,081,964
106		1301	4	162.560	0.305	2.1	Residential	6,480,000
107		1302	3	109.880	0.206	1.4	Residential	8,362,625
108		1303	3	109.880	0.206	1.4	Residential	3,996,000