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**FORM A**

(See Rule 3)

**FORM OF DECLARATION**

Date: 12.7.2014

Place: Indiraoram

**Promoters Details:**

- |  |  |
|--|--|
| 1. Name:                                     | <b>Assotech Realty Pvt. Ltd.</b>                                       |
| 2. Registered Address:                       | <b>46, Janpath(First Floor), New Delhi-110001</b>                      |
| 3. Local/Postal Address:                     | <b>Windsor Club, 5, Vaibhav Khand Indirapuram</b>                      |
| 4. Date of Incorporation (If applicable):    | <b>23.12.2002</b>  |
| 5. Name/Designation of Authorised Signatory: | <b>Inderpreet Singh, GM(Corporate Affairs) &amp; Company Secretary</b> |

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 project of land, described in Annexure 'A' 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	<b>Windsor Park</b>
2.	Sanctioning Authority of the plan	<b>Ghaziabad Development Authority</b>
3.	Date of Sanction/Completion	<b>Completion Certificate dt. 29.3.2008</b>
4.	Municipal No. of the property	<b>5, Vaibhav Khand, Indirpuram</b>
5.	Municipal Ward of the property	<b>49</b>
6.	Postal Address of the property	<b>5, Vaibhav Khand, Indirpuram</b>
7.	Name of Architect/Structural Engineer	<b>Kallash Aggarwal/ Vinod Jain</b>
8.	Height of the Building	<b>35 - 80 mts. approx</b>
9.	Scheme Whether Residential or commercial (other than multiplex or mall)	<b>Group Housing</b>
10.	No. of Floors.	<b>11 - 24 floors</b>

**THIRD:** That the said property consist 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 on 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 hertiable 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

intrest 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 commonn areas and facilities which has been delegated in writing by the promoter as reserved for the use of certain apartment or apartments to the execution of the other apartments."

FOURTH: That the aforesaid buildings has total area of 91087.79 square meters on all floors, of which 74337.86 square meters will constitute the apartments and remaining 11462.05 square meters will constitute the 'common areas and facilities' and 5288.4 square meters constitute 'limited common area and facilities',which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as " Windsor Park"(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 bulding/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 and facilities" (as defined in S.3(i) of the Act)	As per Annexure 'D'
2.	"Limited common areas and 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 profit and common expenses for the common areas and facilities,as well as the proportionate represntation for voting purpose in the meeting of the Association of Apartment owners of the condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the administration of 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 promoters shall be responsible for full quality control of materials and workmanship at site. The specifications of constreuction 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 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 instruments;

**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;

**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 the Annexure 'F' are not included as common areas for the joint use of the apartment and the promoter would be at the 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 or arrange to be maintained the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges from the owners of each apartment.

**IN WITNESS WHEREOF,** Shri Inderpreet Singh For on behalf of M/s Assotecxh Realty Private Limited (the promoter) hereto set his hand this 12<sup>th</sup> day of July of year 2014



Signed and delivered by

**Note:** As per our stand on the applicability of the Act, kindly note that all the undertakings / assertions in this declaration are in future tense whereas this apartment complex has been completed much before the Act came into existence.

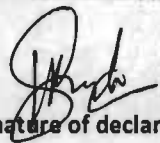
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**Annexure 'A'**

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

Sl. No.	Items	
1.	Location of the land of the building	5,Valbhav Khand, Indirapuram
2.	Survey No. with area	5,Valbhav Khand, Indirapuram
3.	Date of last document of title under which the promoter claims the land	Sale Deed dated 25.2.2005 and Possession Certificate dt. 24.5.2005
4.	Details of Registration of the above title document	Sale Deed dated 25.2.2005
5.	Boundaries of the Land	North - Road
		South - Road
		East - Road
		West - Road
6.	Land whether freehold or leasehold	Freehold
7.	If land is leasehold,the unexpired period of the lease	N/a

Place: Indirapuram

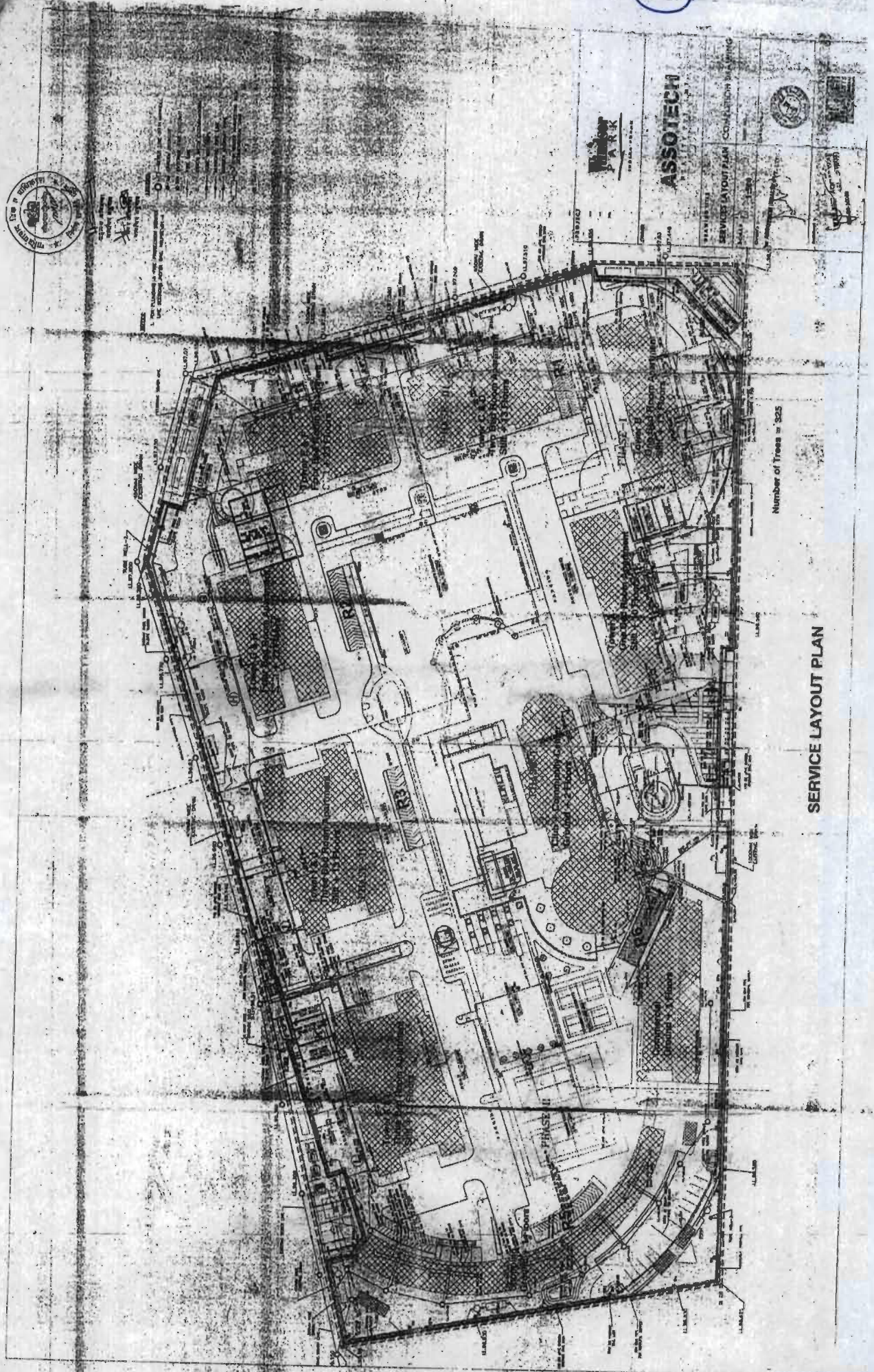
  
Signature of declarant

Date: 12.7.2014

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**ASSOTECH**  
SERVICES LAYOUT PLAN CONSULTING & ENGINEERING



Number of Trees = 325

**SERVICE LAYOUT PLAN**

File No: 352 I / व्यव. अनुभाग 04 अ 24-5-2004

गाजियाबाद विकास प्राधिकरण, गाजियाबाद

अधिकार परिवर्तन प्रपत्र

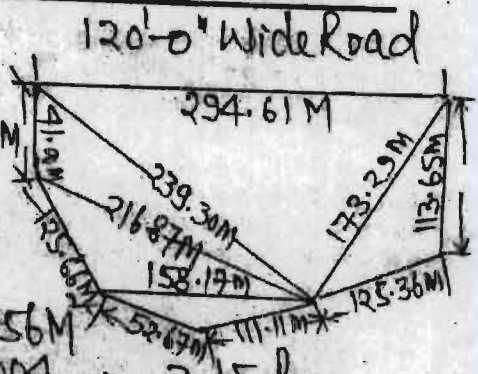
वैभवखण्ड - इन्दिरापुरम - गाजियाबाद

योजना का नाम.....  
प्लॉट संख्या प्लॉट की नाप क्षेत्रफल वर्ग गज/वर्ग मीटर विशेष विवरण

ग्रुप डाऊनिंग भूखण्ड  
सं०-5

उत्तर 294.61 M.  
दक्षिण 52.67 + 111.11 + 125.36 M  
पूरब 113.65 M  
पश्चिम 41.00 + 125.66 M

Total Area: 43,123.756 M



मैंने उपरोक्त प्लॉट का अधिकार आज दिनांक 24-5-2004 को 2.15 Pm.....

.....बजे मस्बाह पूर्व/पश्चात प्राप्त कर लिया है। प्लॉट की गार्ड है, जिससे पूर्णतः सन्तुष्ट हूँ।

For Assotech Realty Pvt Ltd.

Sanjeev Srivastava  
Director

अधिकार प्राप्त किया

अधिकार दिया गया

(अधिकार प्रदान कर्ता के हस्ताक्षर)  
24/5/2004

तथा पद भार. सी. बर्मा  
अभियन्ता  
गाजियाबाद विकास प्राधिकरण  
गाजियाबाद विकास प्राधिकरण की ओर से

(अधिकार प्राप्त कर्ता के हस्ताक्षर)

श्री संजीव श्रीवास्तव  
निदेशक

नाम मैसर्स एसोटेक रियलिटी प्रा. लि.

पता 148 एफ फोर्कर - 4

मयूर विहार - फेज - 1

दिनांक दिल्ली

दिनांक 24-5-2004

मेरे समक्ष अधिकार प्राप्त किया.....

..... गवाह.....

..... प्रतिनिधि सहायक अभियन्ता/संयुक्त सचिव प्राधिकरण,

गाजियाबाद का सूचनार्थ एवं कार्यवाही हेतु।

दिनांक.....अवर अभियन्ता।

सहायक अभियन्ता

गाजियाबाद विकास प्राधिकरण

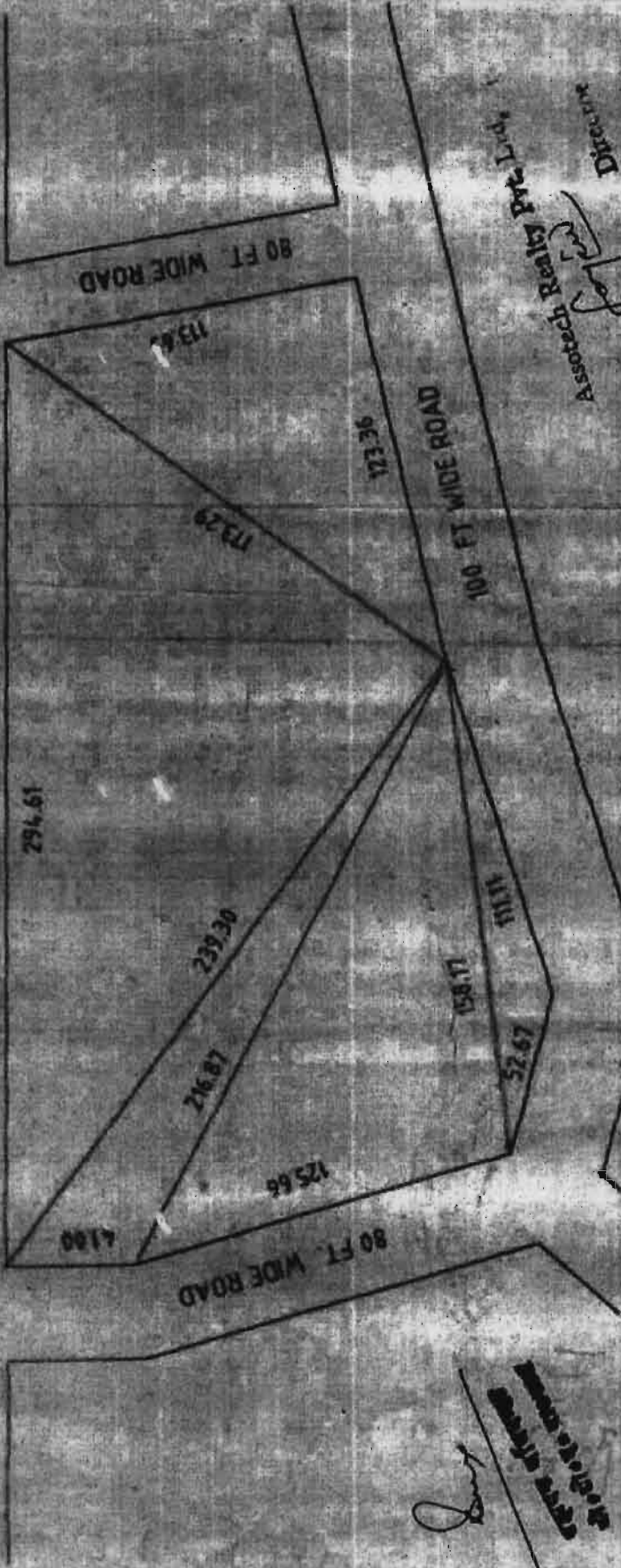
**SITE PLAN OF PLOT NO. 5 IN YEBHAV KHAN D  
INDIRA PURAM GHAZIABAD.**

SCALE 1/800

TOTAL AREA OF PLOT -  
43123.758 SQ.M.



120 FT WIDE ROAD



*[Signature]*  
Project Engineer  
Ghazipur, Ghaziabad

*[Signature]*  
Asstt. Revaly Insp. Land  
Director

*[Signature]*  
TOWN PLANNER

*[Signature]*  
ASSTT. ENGR.  
AREA CHECKED BY

*[Signature]*  
MEASURED/AREA CALCULATED BY  
J.E.

*[Signature]*  
COMPARED BY  
PREPARED BY