

FORM A
(See Rule 3)
FORM OF DECLARATION

Date:

Place: **NOIDA**

Promoter Details:

1 Name: SUPERTECH LIMITED

2 Registered Address: 114, HEMKUND CHAMBERS, 89, NEHRU PLACE, NEW DELHI-110019

3 Local/Postal Address: B 28-29, SECTOR-58, NOIDA, UTTAR PRADESH-201307

4 Date of Incorporation (If applicable): 07.12.1995

5 Name/Designation of Authorized Signatory: Mr. Vikas Kansal, Director

The Declaration hereby solemnly states the following:

FIRST: The Promoter owns/holds the land as lease 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. (1)	Description (2)	Particulars (3)
1	Name of the building/Group Housing Scheme	ECO VILLAGE-1
2	Sanctioning Authority of the plan	Greater Noida Development Authority
3	Date of Sanction	19.03.2014
4	Municipal Ward of the property	NA
5	Municipal Ward of the property	NA
6	Postal Address of the property	PLOT NO. GH-08, SECTOR-01, GREATER NOIDA WEST.
7	Name of Architect/Structured Engineer	Ar. Vishal Mittal / ER. B.D. Sharma
8	Height of the building	63 m (MAX.)
9	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10	No. of floors	

	TOWER	NO. OF FLOOR
ECO VILLAGE-1	F1,G1,J,B3,B11,B12,B12A,C6,E4,E5,E6,E1,K1,N2,N3,N1,A2 & D2	G+20
	B4,B5,B6,C4,C5,D4,D3,A1,A4	G+14
	F5,F7,S2,S3,B8,B14,B15 TO B18,D5,E6,E7,K2,S1 & G5	S+20

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 as a total floor area of 885704.64 square meters on all floors, of which 610583.63 square meters will constitute the apartments and remaining 193277.81 square meters will constitute the 'common areas and facilities' and 81843.20 Square meters constitute 'limited common areas and facilities' which have been detailed in Annexure 'C'.

FIFTH: That this condominium shall be known as **"Eco Village-1"** (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 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 **"Eco Village-1"** Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of "Eco Village-1" 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 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 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 of facilities" as well as the "limited common areas and facilities" established herein shall not be charged except with the unanimous consent of all the apartment owners and approved 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;

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 association which 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 area', 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 @1.5 Rs. + Service Tax per month from the owners of each apartment & it may be variable at the time of possession.

IN WITNESS WHEREOF, Shri Vikas kansal for on and behalf of
M/s SUPERTECH LIMITED (the promoter) hereto set his hand this
____ day of ____ of year

Mr. Vikas Kansal, Director

Signed & delivered by
(Seal of the Promoter)

In the presence of:-

- 1 MR. ASHOK BHALLA
S/O LATE :- V.P.BHALLA
B-28 & 29, SECTOR-58, NOIDA
- 2 MR. ASHISH GUJRAL
SH. H.K.GUJRAL
B-28 & 29, SECTOR-58, NOIDA