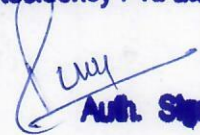


**The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011**

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**For Himalaya Residency Pvt. Ltd.**

  
**Auth. Sign.**

**UTTAR PRADESH SHASHAN**  
**AWAS EVAM SAHARI NIYOJAN ANUBHAG-**

In pursuance of the provisions of clause (3) of article 348 of the Constitution of India, the Governor is pleased to order the publication of the following English translation of Notification no. 3975/8-1-11- 115D.A./02T.C.-I dated 16 November, 2011

**NOTIFICATION**

No. 3975/8-1-11-115D.A./02T.C.-I

Lucknow: Dated 16 November, 2011

In exercise of the powers conferred by section 30 of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, the Governor of Uttar Pradesh hereby makes the following rules, namely:-

The Uttar Pradesh Apartment (Promotion of Construction,  
Ownership and Maintenance) Rules, 2011

- |   |        |   |
|---|--------|---|
| Short Title and   | 1)     | These rules may be called The Uttar Pradesh commencement Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011.  |
|   | (2)    | They shall come into force with effect from the date of their publication in the Gazette.   |
| Definitions   | 2. (1) | In these rules, unless the context otherwise requires,-   |
|   | (a)    | "Act" means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.   |
|   | (b)    | "Form" means a Form appended to these rules;  |
|   | (c)    | "Competent Authority" means the Vice-Chairman of the Development Authority in whose development area the building is situated or the Collector of the district where no such Development Authority exists.  |
|   | (d)    | "Section" means a section of the Act.   |
|   | (2)    | Words and expressions used in these rules but not defined shall have the meanings respectively assigned to them in the Act.   |
| Form of Declaration<br>(sub section-1 of<br>section 12) | 3.     | The declaration shall be submitted by a promoter under sub-section (1) of section 12 in Form 'A' which shall be submitted by the promoter within a period of 12 months from the date of approval of the plans. Where the building has been constructed or is under construction prior to the commencement of these rules, the declaration shall be submitted within 90 days from the date of such commencement. |

Amendment of Declaration

(sub section-2 of section 12) 4. (1)

The declaration submitted by a promoter under rule 3 may be amended at any time, by the promoter, If, -

- (a) The declaration suffers from any clerical or arithmetical mistake or error arising therein from any accidental slip or omission; or
  - (b) The amendment is necessitated by reason of any revision in the sanctioned plan of the building; or
  - (c) The proposed amendment is just and reasonable; Provided that the amendment made by the promoter shall not violate the building bye-laws, sanctioned building plan or the contractual obligation of the promoter.
- (2) For making amendment in the declaration referred to in sub-rule (1) the promoter shall move a written application to the Competent Authority with such fees as may be determined by the Competent Authority, specifying therein the circumstances and reasons for amending it and such application shall be supported by an affidavit of the promoter or of a person authorized on his behalf along with the necessary documents.
- (3) The Competent Authority, on receipt of the application under sub-rule (2) shall issue a written notice to the association of the apartment owners of the building and shall also cause the publication of a public notice in two daily newspapers circulating in that locality.
- (4) On receipt of the objections, if any, received within 30 days from the date of publication of notice under sub-rules (3) the Competent Authority shall, after giving an opportunity of being heard to the objector, association of apartment owners and promoter, pass such order thereon as it deems fit as expeditiously as possible.
- (5) A true copy of the order passed under sub-rule (4) shall be sent by the Competent Authority to the promoter, association of the apartment owners or to the objector as the case may be.

Grant of permission for prosecution  
(sub section-4 of section 25)

5. (1) After majority decision by the Board, the president or the person authorized on its behalf may apply the Competent Authority for grant of the permission to file its written complaint under the provisions of subsection (4) of section 25;

Provided that every such application shall be accompanied by a true attested copy of the decision of the Board;

Provided further that such application shall clearly specify the nature and extent of the violation of the provisions of the Act or the Bye-laws, as the case may be;

Provided also that such application shall also specify the steps taken and efforts made by the Board to ensure that the violation is set right by the concerned owner of the apartment or the promoter, as the case may be, along with necessary documents of the efforts made by the Board.

- (2) The Competent Authority, on receipt of the Application, shall give notice to the erring apartment owner or the promoter, as the case may be and shall pass such order as he may deem fit:

Provided that no such order shall be passed by the Competent Authority unless the Competent Authority records his satisfaction in writing as to the violation of the provisions of the Act or the bye-laws after affording adequate opportunity of being heard to all concerned.

Undertaking to be filed by the person  
acquiring apartment. (section 10)

- (6) Any person acquiring any apartment from any apartment owner by gift, exchange, purchase or otherwise, or taking lease of an apartment from an apartment owner under section 10 and shall execute an undertaking in Form 'B' to comply with the covenants, conditions and restrictions, subject to which such apartment is owned by the said apartment owner. Such undertaking shall be executed and registered within a period of 30 days from the date of acquiring the apartment.

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

Date: 20/07/2014

Place: GHAZIABAD

Promoter Details:

1. Name of Builder M/s : Himalya Residency Pvt. Ltd.  
Registered Address:- Office:-
2. Date of Incorporation (if applicable): .....
3. Name/designation of Authorized Signatory:- Mr. **HARISH KWATRA**

The Declaring 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 declare.

S.No.	Description	Particulars
1.	Name of the building /Group Housing Scheme	HIMALYA TANISHQ GROUP HOUSING
2	Sanctioning Authority of the plan	Ghaziabad Development Authority
3.	Date of sanction	-----
4.	Municipal No. of the property	KHASRA NO. – 412 , 419 TO 422 AT VILLAGE NOOR NAGAR GHAZIABAD ( U.P. )
5.	Municipal Ward of the property	N/A
6.	Postal address of the property	KHASRA NO. – 412 , 419 TO 422 AT VILLAGE NOOR NAGAR GHAZIABAD ( U.P. )
7.	Name of Architect / Structural Engineer	Ar. Anuj Agarwal/ Mr.- V.D. Sharma
8.	Height of the building	BELOW 45.0MT.
9.	Scheme whether residential or commercial (other than multiplex or mall)	Residential ( Group Housing )
10.	No. of Floors Block – A Block – B	2Basement + Stilt + 14 <sup>th</sup> Storey 2Basement + Stilt + 14 <sup>th</sup> Storey

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 **51,175.42** square meters on all floors, of which **26,269.53** square meters will constitute the apartments and remaining **5685.86** square meters will constitute the 'common areas and facilities' and **5362.98** square meters constitute 'limited common areas and facilities' remaining **13,857.05** square meters will constitute the independent area as detailed in annexure-F & all of which have been detailed in Annexure 'C' hereto

FIFTH: That this condominium shall be known as "**HIMALYA TANISHQ GROUP HOUSING**" (insert the name of the building / scheme as given above) and that the apartments and 'common areas and facilities' (as defined in 5. 3(i) of the Act), the 'limited common areas and facilities' of the building / scheme (as defined in 5. 3(s) of the Act), and the 'independent areas' (as defined in 5. 3(p) of the Act), and shall be as follows -

S.No.	Item	Detail
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 "**HIMALYA TANISHQ GROUP HOUSING**" Condominium is based on the proportionate value of each apartment to the total value of all apartments

SEVENTH: That the Administration of **HIMALYA TANISHQ GROUP HOUSING**" 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 ©1.72Rs/Sft..... per month from the owners of each apartment.

4. IN WITNESS WHERE OF Mr.Harish Kawatra (PM) M/s : Himalya Residency Pvt. Ltd

5. The promoter) hereto set his hand this .....day of .....of year .....

**For Himalaya Residency Pvt. Ltd.**

  
**Auth. Sign.**

Signed and delivered by  
(Seal of the Promoter)

In the presence of:-



**Annexure-'A'**

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

S.No.	Item		
1.	Location of the land of the building	Revenue village	Noor Nagar
		Tehsil	
		District	Ghaziabad ( u.p. )
2.	Survey No. with area	KH. NO.	412 , 419 to 422 Area = 7721.00 sq.mt.
3.	Date of last document of title under which the promoter claims the land		
4.	Details of Registration of the above title document	Book No. I	
		Vol. No.	
		Page Nos.	
		Sl. No.	
		Date of Regn. –	
5.	Boundaries of the land	East	Other Land
		West	Other Land
		North	Other Land
		South	28.00 mt. wide road
6.	Land whether freehold or leasehold		Freehold
7.	If land is leasehold, the Unexpired period of the lease		N/A

**For Himalaya Residency Pvt. Ltd.**

  
**Auth. Sign.**

Signature of declarant  
with designation and seal

Place:-

Date:-

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

Name of condominium :- **HIMALYA TANISHQ ( Group Housing )**

of condominium :- **BLOCK - A ( 2BASEMENT + STILT + 14<sup>th</sup> STOREY )**

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.) (EACH FLAT)	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 apartment owners	Approved use Residential/ Commercial	Value of the Apartment
(1)	(2)	(3)	(4)	(5)	(6)	(7)		
	<b>STILT FLOOR CONVINNIENT SHOPS</b>	-	-	90.00	0.34%	90.00	Residential	AS PER SALE DEED
	<b>FIRST FLOOR TYPE - S &amp; Z</b>	101A , 108A	<b>2BHK+ 2TOILET</b>	67.62	0.25%	68.00	Residential	AS PER SALE DEED
	<b>TYPE - T</b>	102A	<b>3BHK+ 2TOILET</b>	96.85	0.36%	97.00	Residential	AS PER SALE DEED
	<b>TYPE - U</b>	103A	<b>3BHK+ 2TOILET+ SERVANT</b>	116.66	0.44%	117.00	Residential	AS PER SALE DEED
	<b>TYPE - V &amp; W</b>	104A , 105A	<b>3BHK+ 2TOILET</b>	97.53	0.37%	98.00	Residential	AS PER SALE DEED
	<b>TYPE - X</b>	106A	<b>3BHK+ 3TOILET+ SERVANT</b>	123.39	0.46%	123.00	Residential	AS PER SALE DEED
	<b>TYPE - Y</b>	107A	<b>3BHK+ 2TOILET</b>	98.39	0.37%	98.00	Residential	AS PER SALE DEED
	<b>SECOND FLOOR TYPE - S &amp; Z</b>	201A , 208A	<b>2BHK+ 2TOILET</b>	67.62	0.25%	68.00	Residential	AS PER SALE DEED

TYPE - T	202A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	203A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	204A , 205A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	206A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	207A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
THIRD FLOOR TYPE - S & Z	301A , 308A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - T	302A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	303A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	304A , 305A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	306A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	307A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
FOURTH FLOOR TYPE - S & Z	401A , 408A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED

TYPE - T	402A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	403A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	404A , 405A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	406A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	407A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
FIFTH FLOOR TYPE - S & Z	501A , 508A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - T	502A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	503A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	504A , 505A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	506A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	507A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
SIXTH FLOOR TYPE - S & Z	601A , 608A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED

TYPE - T	602A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	603A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	604A , 605A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	606A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	607A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
SEVENTH FLOOR TYPE - S & Z	701A , 708A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - T	702A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	703A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	704A , 705A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	706A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	707A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
EIGHTH FLOOR TYPE - S & Z	801A , 808A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED

TYPE - T	802A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	803A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	804A , 805A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	806A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	807A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
NINTH FLOOR TYPE - S & Z	901A , 908A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - T	902A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U	903A	3BHK+ 2TOILET+ SERVANT	116.66	0.44%	117.00	Residential	AS PER SALE DEED
TYPE - V & W	904A , 905A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	906A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	907A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
TENTH FLOOR TYPE - S & Z	1001A , 1008A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED

TYPE - T	1002A	3BHK+ 2TOILET	96.85	0.36%	97.00	Residential	AS PER SALE DEED
TYPE - U ( PENT HOUSE)	1003A	3BHK+ 3TOILET+ SERVANT	149.14	0.56%	149.00	Residential	AS PER SALE DEED
TYPE - V & W	1004A , 1005A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X	1006A	3BHK+ 3TOILET+ SERVANT	123.39	0.46%	123.00	Residential	AS PER SALE DEED
TYPE - Y	1007A	3BHK+ 2TOILET	98.39	0.37%	98.00	Residential	AS PER SALE DEED
ELEVENTH FLOOR TYPE - S & Z	1101A , 1108A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - T ( PENT HOUSE)	1102A	3BHK+ 2TOILET	130.73	0.49%	131.00	Residential	AS PER SALE DEED
TYPE - V & W	1104A , 1105A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
TYPE - X ( PENT HOUSE)	1106A	3BHK+ 3TOILET	132.05	0.50%	132.00	Residential	AS PER SALE DEED
TYPE - Y ( PENT HOUSE)	1107A	3BHK+ 3TOILET	137.13	0.52%	137.00	Residential	AS PER SALE DEED
TWELTH FLOOR TYPE - S & Z	1201A , 1208A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - V & W	1204A , 1205A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED

THIRTEENTH FLOOR TYPE - S & Z	1301A , 1308A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - V & W	1304A , 1305A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED
FOURTEENTH FLOOR TYPE - S & Z	1401A , 1408A	2BHK+ 2TOILET	67.62	0.25%	68.00	Residential	AS PER SALE DEED
TYPE - V & W	1404A , 1405A	3BHK+ 2TOILET	97.53	0.37%	98.00	Residential	AS PER SALE DEED



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

Name of condominium :- **HIMALYA TANISHQ ( Group Housing )**

of condominium :- **BLOCK - B ( 2BASEMENT + STILT + 14<sup>th</sup> STOREY )**

Sl. No.	Floor	Identifiable No. of the Apartment	No. of Rooms	Covered area (in sq. mtrs.) (EACH FLAT)	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 apartment owners	Approved use Residential/ Commercial	Value of the Apartment
(1)	(2)	(3)	(4)	(5)	(6)	(7)		
	<b>FIRST FLOOR</b>							
	<b>TYPE – GOLD MINI-1</b>	101B to104B 117B to118B	<b>2BHK+ 2TOILET</b>	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	<b>TYPE – GOLD MINI-2</b>	105B,108B 113B,116B	<b>3BHK+ 2TOILET</b>	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	<b>TYPE – DIAMOND HIG</b>	106B,107B 114B,115B	<b>3BHK+ 2TOILET</b>	81.74	0.31%	82.00	Residential	AS PER SALE DEED
	<b>TYPE – SILVER MIG</b>	109B to112B	<b>3BHK+WC.+ BATH</b>	50.90	0.19%	51.00	Residential	AS PER SALE DEED
	<b>SECOND FLOOR</b>							
	<b>TYPE – GOLD MINI-1</b>	201B to204B 217B to218B	<b>2BHK+ 2TOILET</b>	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	<b>TYPE – GOLD MINI-2</b>	205B,208B 213B,216B	<b>3BHK+ 2TOILET</b>	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	<b>TYPE – DIAMOND HIG</b>	206B,207B 214B,215B	<b>3BHK+ 2TOILET</b>	81.74	0.31%	82.00	Residential	AS PER SALE DEED
	<b>TYPE – SILVER MIG</b>	209B to212B	<b>3BHK+WC.+ BATH</b>	50.90	0.19%	51.00	Residential	AS PER SALE DEED

	THIRD FLOOR TYPE – GOLD MINI-1	301B to304B 317B to318B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	TYPE – GOLD MINI-2	305B,308B 313B,316B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	TYPE – DIAMOND HIG	306B,307B 314B,315B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
	TYPE – SILVER MIG	309B to312B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
	FOURTH FLOOR TYPE – GOLD MINI-1	401B to404B 417B to418B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	TYPE – GOLD MINI-2	405B,408B 413B,416B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	TYPE – DIAMOND HIG	406B,407B 414B,415B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
	TYPE – SILVER MIG	409B to412B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
	FIFTH FLOOR TYPE – GOLD MINI-1	501B to504B 517B to518B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	TYPE – GOLD MINI-2	505B,508B 513B,516B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	TYPE – DIAMOND HIG	506B,507B 514B,515B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED

	TYPE – SILVER MIG	509B to512B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
	SIXTH FLOOR TYPE – GOLD MINI-1	601B to604B 617B to618B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	TYPE – GOLD MINI-2	605B,608B 613B,616B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	TYPE – DIAMOND HIG	606B,607B 614B,615B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
	TYPE – SILVER MIG	609B to612B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
	SEVENTH FLOOR TYPE – GOLD MINI-1	701B to704B 717B to718B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	TYPE – GOLD MINI-2	705B,708B 713B,716B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
	TYPE – DIAMOND HIG	706B,707B 714B,715B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
	TYPE – SILVER MIG	709B to712B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
	EIGHTH FLOOR TYPE – GOLD MINI-1	801B to804B 817B to818B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
	TYPE – GOLD MINI-2	805B,808B 813B,816B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED

TYPE – DIAMOND HIG	806B,807B 814B,815B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE – SILVER MIG	809B to812B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
NINTH FLOOR TYPE – GOLD MINI-1	901B to904B 917B to918B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
TYPE – GOLD MINI-2	905B,908B 913B,916B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
TYPE – DIAMOND HIG	906B,907B 914B,915B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE – SILVER MIG	909B to912B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
TENTH FLOOR TYPE – GOLD MINI-1	1001B To 1004B 1017B,1018B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
TYPE – GOLD MINI-2	1005B,1008B 1013B,1016B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
TYPE – DIAMOND HIG	1006B,1007B 1014B,1015B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE – SILVER MIG	1009B to 1012B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED

ELEVENTH FLOOR TYPE – GOLD MINI-1	1101B To 1104B 1117B,1118B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
TYPE – GOLD MINI-2	1105B,1108B 1113B,1116B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
TYPE – DIAMOND HIG	1106B,1107B 1114B,1115B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE – SILVER MIG	1109B to 1112B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
TWELTH FLOOR TYPE – GOLD MINI-1	1201B To 1204B 1217B,1218B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
TYPE – GOLD MINI-2	1205B,1208B 1213B,1216B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
TYPE – DIAMOND HIG	1206B,1207B 1214B,1215B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE – SILVER MIG	1209B to 1212B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
THIRTEENTH FLOOR TYPE – GOLD MINI-1	1301B To 1304B 1317B,1318B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
TYPE – GOLD MINI-2	1305B,1308B 1313B,1316B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED

TYPE -- DIAMOND HIG	1306B,1307B 1314B,1315B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE -- SILVER MIG	1309B to 1312B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED
FOURTEENTH FLOOR TYPE -- GOLD MINI-1	1401B To 1404B 1417B,1418B	2BHK+ 2TOILET	63.65	0.24%	64.00	Residential	AS PER SALE DEED
TYPE -- GOLD MINI-2	1405B,1408B 1413B,1416B	3BHK+ 2TOILET	71.35	0.27%	71.00	Residential	AS PER SALE DEED
TYPE -- DIAMOND HIG	1406B,1407B 1414B,1415B	3BHK+ 2TOILET	81.74	0.31%	82.00	Residential	AS PER SALE DEED
TYPE -- SILVER MIG	1409B to 1412B	3BHK+WC.+ BATH	50.90	0.19%	51.00	Residential	AS PER SALE DEED

### Annexure-'C'11

Details of covered area of apartments and total covered area of common areas and facilities /limited common areas and facilities

S. No.	Particulars	(3)	(4)	(5)	(6)
1	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	<b>26,269.53 Sq.mt.</b>	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)	X	<b>5685.86 Sq.mt.</b>	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	<b>5362.98 Sq.mt.</b>	X
(c)	Total covered area of the building [Total of (a),(b-i) & (b-2)]	X	X	X	<b>37,318.37 Sq.mt.</b>
	Sum up	i.e. (a)	i.e. (b-i)	i.e. (b-2)	i.e. (c)

For Himalaya Residency Pvt. Ltd.

  
Auth. Sign.

Signature of declarant with designation and seal

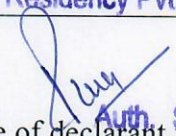
Place:

**Annexure 'D'**  
**Details of the common area and facilities of the building**  
**to which the present declaration relates**

Sl. No.	Name of the common areas & facilities	Its description /area (SQMTR)
a.	The parcel of land described in paragraph First of this Deed.	<b>7721.00 Sq.mt.</b>
b.	Basement(if any) (as shown in Exhibit 'A' attached hereto)	Upper basement = 576.16 sq.mt. lower basement = 576.16 sq.mt.
c.	Facilities in the basement	Store , Lift , Staircase , Ramp , Parking
	Parking facilities (as shown in Exhibit 'A' attached hereto)	N/A
e.	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)	
	Garden lawns	1158.15sq.mt.
	Children playing area	IN 15 % GREEN AREA
	WATER BODY	70.00sq.mt.
	Tennis Court	N/A
	Badminton Court	N/A
	Convenient Shops	As per gda norms.
	Lobby & facilities	N/A
	PARTY LAWN	N/A
f.	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	5685.86.mt.
	Elevator	6 nos.
	Area of shaft(s)	N/A
	Elevator shaft extends from ground floor upto	Terrace floor
	No. of stairway 'A', which lead from the ground floor to the roof of the building	5 nos.
	No. of stairway 'B' (if any), which lead from The open court to the upper floors.	N/A
	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 the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the upper floors.	N/A
	No. of Water tank(s)	5 nos.
	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	N/A
	Plumbing network throughout the building	Through shaft
	Electric wiring net-work throughout the building	Through Electrical shaft running along the corridor to flat



	Necessary light(s)	Corridors, Staircase, Main gate, Green area
	Telephone(s)	Through shaft running along corridor
	Public water connection(s)	N/A
	Foundations and main walls, columns, girders, beams and roofs of the building	R.c.c. Raft Foundation main wall , 1st class brick work column & beam r.c.c.
	Tank(s)	Domestic , Fire , Overhead & Underground tank
	Pump(s)	AS PER NBC
	Motor(s)	AS PER NBC
	Fans	AS PER NBC
	Fire fighting equipment(s)	AS PER NBC
	Compressor(s)	AS PER NBC
	Duct(s)	Open Ducts For Ventilation Provided
	Central Air Conditioning Equipment(s)	N/A
	Heating Equipment	Solar Water Heater
	General all apparatus & installation existing for common use	Necessary Equipments Installed For Himalaya Residency Pvt. Ltd.

  
 Signature of declarant with designation and seal

Place:


Date:-

**Note:= Section 3(i) of the Act has defined the term "common areas and facilities" and the above common areas and facilities are illustrative and not exhaustive.**

**Annexure 'E'**  
**Details of the limited common area and facilities of the building to**  
**which the present declaration relates**

<b>"Limited Common areas &amp; Facilities" (as defined in 5. 3(c) of the Act and shown in Exhibit 'A')</b>		
	Parking	N/A
	Lobby, giving access to the elevator (s) to specified dwelling unit	N/A
	Corridor extending from the lobby to the stairway	4304.09sq.mt.

**For Himalaya Residency Pvt. Ltd.**

  
**Auth. Sign.**  
Signature of declarant  
with designation and seal

Date:  
Place:


*Note:-Section 3(s) of the Act has defined the term "limited common areas and facilities" means "those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the exclusion of the other apartments."*

Annexure 'F'

Details of the "independent areas" of the building to which the present declaration relates

"Independent areas" (as defined in 5. 3(P) of the Act)		
	Parking	Open - 1341.26 m <sup>2</sup> Stilt - 2147.67 m <sup>2</sup> Upp. Basement - 5099.43 m <sup>2</sup> low. Basement - 5099.43 m <sup>2</sup>
	Servant quarter	N/A
	Club community	412.22sq.mt.
	Convenient shops ( already count in apartment area )	90.00sq.mt.
	Terrace area with appartment	978.26sq.mt.
	Terrace area at ( top ) lvl.	1784.12sq.mt.
	Covered Garage	N/A
	Multiple Storage	120.04sq.mt.
	TOTAL	13,857.05 sq.mt.

For Himalaya Residency Pvt. Ltd.

  
Signature of declarant  
with designation and seal

Date:  
Place:

*Note:-Section 3(p) of the Act has defined the term "independent area" which means the areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners.*

**Schedule-A**  
**[Specifications of Construction]**

1. Foundation: Raft
2. Flooring: Vitrified tiles or equivalent flooring.
3. Doors and Hardware: Wooden doors having Mortice lock and designer door with hardware at Main Entrance.
4. Windows: Wooden windows with glass shutters.
5. Internal Finish: All walls plastered, P.O.P. & painted with OBD Paint, Ceiling white, P.O.P Cornice in Drawing/Dinning and all bedrooms.
6. External Finish: All weather texture paint.
7. Sanitary ware and fittings: Sanitary - Vitreous ceramic sanitary ware of reputed make. Fittings – Hot & Cold water supply (without geyser) with CP fittings of reputed make.
8. Electrical: Copper wiring in concealed PVC conduits. Modular switches for light & power points. TV & Telephone points in all bedrooms & drawing/dinning.
9. 9. Plumbing and water Line: As per NBC.

**For Himalaya Residency Pvt. Ltd.**

  
**Auth. Sign.**

Place:

Signature of declarant  
with designation and seal