

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

Date: 23/05/2014

Place: GHAZIABAD

Promoter Details:

1. Name of Builder M/s : Himalya Residency Pvt. Ltd.  
Registered Address:- Office:- 7365, Prem Nagar, Shakti Nagar, New Delhi-110007.
2. Date of Incorporation (if applicable): .....
3. Name/designation of Authorized Signatory:- Mr. Harish Kwatra (P.M. )

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 LEGEND GROUP HOUSING
2.	Sanctioning Authority of the plan	Ghaziabad Development Authority
3.	Date of sanction	MARH 2007-----
4.	Municipal No. of the property	PLOT NO. - A & B NYAY KHAND-I INDIRAPURAM GHAZIABAD ( U.P. )
5.	Municipal Ward of the property	N/A
6.	Postal address of the property	PLOT NO. - A & B NYAY KHAND-I INDIRAPURAM 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	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 21,065.54 square meters on all floors, of which 12,435.22 square meters will constitute the apartments and remaining 1357.74 square meters will constitute the 'common areas and facilities' and 2037.03 square meters constitute 'limited common areas and facilities' remaining 5235.55 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 LEGEND GROUP HOUSING" (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 -

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 LEGEND 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 LEGEND 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

materials and workmanship at site. The specifications of construction detailed in Schedule-A hereto.

FOURTH: 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.

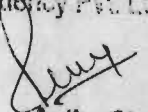
SEVENTEENTH: The promoter shall maintain the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges @1.5Rs/Sft..... per month from the owners of each apartment.

4. IN WITNESS WHERE OF Mr. HARISH KWATAR ( P.M. )

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

In the presence of:-

For Himalaya Residency Pvt. Ltd.



Auth. Sign.

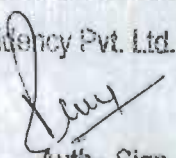
\_\_\_\_\_  
Signed and delivered by  
(Seal of the Promoter)

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	Nyay Khand Indirapuram
		Tehsil	
		District	Ghaziabad ( u.p. )
2.	Survey No. with area	KH. NO.	2847.00 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	SCHOOL
		West	ROAD
		North	ROAD
		South	O.H. WATER TANK
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 LEGEND ( 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)		
	STILT FLOOR	Commercial area		74.00	0.59%	74.00		AS PER SALE DEED
	FIRST FLOOR TYPE - A	101H, 104B	3BHK+ 2TOILET	127.55	1.02%	128.00		AS PER SALE DEED
	TYPE - C	102D, 103F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED
	TYPE - 2 & 11	A102, A111	1BHK+ DRAWING+ TOILET	42.55	0.34%	43.00		AS PER SALE DEED
	TYPE - 3 & 10	A103, A110	1BHK+ DRAWING+ TOILET	38.64	0.31%	39.00		AS PER SALE DEED
	TYPE - 4 & 9	A104, A109	1BHK+ DRAWING+ TOILET	36.45	0.29%	36.00		AS PER SALE DEED
	TYPE - 5 & 8	A105, A108	1BHK+ DRAWING+ TOILET	35.71	0.28%	36.00		AS PER SALE DEED
	TYPE - 5 & 7	A105, A107	1BHK+ DRAWING+ TOILET	33.86	0.27%	34.00		AS PER SALE DEED
	TYPE - 1 & 12	A101, A112	1BHK+ DRAWING+ TOILET	38.09	0.30%	38.00		AS PER SALE DEED

		AS PER SALE DEED				AS PER SALE DEED				AS PER SALE DEED	
SECOND FLOOR TYPE - A	201H, 204B 205A, 208G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	128.00	1.02%	128.00	AS PER SALE DEED
	206C, 207E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	100.00	0.77%	100.00	AS PER SALE DEED
	202D, 203F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	90.00	0.72%	90.00	AS PER SALE DEED
THIRD FLOOR TYPE - A	301H, 304B 305A, 308G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	128.00	1.02%	128.00	AS PER SALE DEED
	306C, 307E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	100.00	0.77%	100.00	AS PER SALE DEED
	302D, 303F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	90.00	0.72%	90.00	AS PER SALE DEED
FOURTH FLOOR TYPE - A	401H, 404B 405A, 408G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	128.00	1.02%	128.00	AS PER SALE DEED
	406C, 407E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	100.00	0.77%	100.00	AS PER SALE DEED
	402D, 403F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	90.00	0.72%	90.00	AS PER SALE DEED
FIFTH FLOOR TYPE - A	501H, 504B 505A, 508G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	128.00	1.02%	128.00	AS PER SALE DEED
	506C, 507E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	100.00	0.77%	100.00	AS PER SALE DEED
	502D, 503F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	90.00	0.72%	90.00	AS PER SALE DEED
SIXTH FLOOR TYPE - A	601H, 604B 605A, 608G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	128.00	1.02%	128.00	AS PER SALE DEED
	606C, 607E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	100.00	0.77%	100.00	AS PER SALE DEED
	602D, 603F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	90.00	0.72%	90.00	AS PER SALE DEED
SEVENTH FLOOR TYPE - A	701H, 704B 705A, 708G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	128.00	1.02%	128.00	AS PER SALE DEED
							AS PER SALE DEED				AS PER SALE DEED
								AS PER SALE DEED			

TYPE - B	706C, 707E	3BHK+ 2TOILET	96.46	0.77%	100.00	AS PER
						SALE DEED
TYPE - C	702D, 703F	3BHK+ 2TOILET	89.82	0.72%	90.00	AS PER SALE DEED
EIGHTH FLOOR TYPE - A	801H, 804B 805A, 808G	3BHK+ 2TOILET	127.55	1.02%	128.00	AS PER SALE DEED
TYPE - B	806C, 807E	3BHK+ 2TOILET	96.46	0.77%	100.00	AS PER SALE DEED
TYPE - C	802D, 803F	3BHK+ 2TOILET	89.82	0.72%	90.00	AS PER SALE DEED
NINTH FLOOR TYPE - A	901H, 904B 905A, 908G	3BHK+ 2TOILET	127.55	1.02%	128.00	AS PER SALE DEED
TYPE - B	906C, 907E	3BHK+ 2TOILET	96.46	0.77%	100.00	AS PER SALE DEED
TYPE - C	902D, 903F	3BHK+ 2TOILET	89.82	0.72%	90.00	AS PER SALE DEED
TENTH FLOOR TYPE - A	1001H, 1004B 1005A, 1008G	3BHK+ 2TOILET	127.55	1.02%	128.00	AS PER SALE DEED
TYPE - B	1006C, 1007E	3BHK+ 2TOILET	96.46	0.77%	100.00	AS PER SALE DEED
TYPE - C	1002D, 1003F	3BHK+ 2TOILET	89.82	0.72%	90.00	AS PER SALE DEED
ELEVENTH FLOOR TYPE - A	1101H, 1104B 1105A, 1108G	3BHK+ 2TOILET	127.55	1.02%	128.00	AS PER SALE DEED
TYPE - B	1106C, 1107E	3BHK+ 2TOILET	96.46	0.77%	100.00	AS PER SALE DEED
TYPE - C	1102D, 1103F	3BHK+ 2TOILET	89.82	0.72%	90.00	AS PER SALE DEED
TWELTH FLOOR TYPE - A	1201H, 1204B 1205A, 1208G	3BHK+ 2TOILET	127.55	1.02%	128.00	AS PER SALE DEED
TYPE - B	206C, 207E	3BHK+ 2TOILET	96.46	0.77%	100.00	AS PER SALE DEED
TYPE - C	202D, 203F	3BHK+ 2TOILET	89.82	0.72%	90.00	AS PER SALE DEED



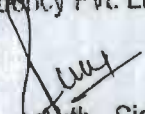
		AS PER SALE DEED			AS PER SALE DEED			AS PER SALE DEED
THIRTEENTH FLOOR TYPE - A	1301H, 1304B 1305A, 1308G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	
	1306C, 1307E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	
	1302D, 1303F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	
FOURTEENTH FLOOR TYPE - A	1401H, 1404B 1405A, 1408G	3BHK+ 2TOILET	127.55	1.02%	128.00	Residential	AS PER SALE DEED	
	1406C, 1407E	3BHK+ 2TOILET	96.46	0.77%	100.00		AS PER SALE DEED	
	1402D, 1403F	3BHK+ 2TOILET	89.82	0.72%	90.00		AS PER SALE DEED	

Annexure-'C'II

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	12435.22 Sq.mt.	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)	X	1357.74 Sq.mt.	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	2037.03 Sq.mt.	X
(c)	Total covered area of the building [Total of (a),(b-i) & (b-2)]	X	X	X	15829.99 Sq.mt.
	Sum up	i.e. (a)	i.e. (b-i)	i.e. (b-2)	i.e. (c)

For Himalaya Residency Pvt. Ltd.

  
Auth. Sign.

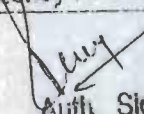
Signature of declarant with designation and seal

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.	2847.00 Sq.mt.
b.	Basement(if any) (as shown in Exhibit 'A' attached hereto)	301.88 sq.mt.
c.	Facilities in the basement	Club, Commercial, 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	158.36sq.mt.
	Children playing area	N/A
	WATER BODY	N/A
	Tennis Court	N/A
	Badminton Court	N/A
	Convenient Shops	74.00sq.mt.
	Lobby & facilities	N/A
	PARTY LAWN	N/A
f.	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')	1357.74.mt.
	Elevator	2 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	2 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)	2 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	-----
	General all apparatus & installation existing for common use	Necessary Equipments Installed For Himalaya Residency Pvt. Ltd

  
 Auth. Sig  
 Signature of declarant with designation and se:

Place:

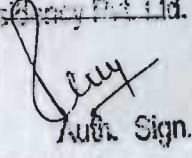
Date:-

*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

"Limited Common areas & Facilities" (as defined in 5. 3(c) of the Act and shown in Exhibit 'A')	
Parking	N/A
Lobby, giving access to the elevator (s) to specified dwelling unit	N/A
Corridor extending from the lobby to the stairway	1562.33sq.mt.

For Himalaya Residency Pvt. Ltd.

  
Auth. Sign.

Signature of declarant  
with designation and seal

Date:  
Place:

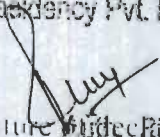
*Note:-Section 3(s) of the Act has defined the term "limited common areas and facilities" means "those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the 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 - 391.11 m <sup>2</sup> Still - 266.49 m <sup>2</sup> All Basement - 2548.57 m <sup>2</sup>
Servant quarter	N/A
Club	195.65sq.mt.
Convenient shops ( included in apartment area )	74.00sq.mt.
Store	1241.06sq.mt.
Terrace	983.78sq.mt.
TOTAL	5235.55sq.mt.

For Himalaya Residency Pvt. Ltd.

  
Signature \_\_\_\_\_  
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.
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.
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.

Place:

For Hinahya Real Estate Pvt. Ltd



Signature of declarant  
with designation and sea

FORM "B"

(See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10 (b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Office of the Competent Authority at.....

I HARISH KWATAR S/o late sh. D.D.Kwatra R/o 1/7600-A, Gali No/06 East Gaurakh Park Sahadra New delhi acquired apartment no. A & B in the property Indirapuram by way of gift, exchange, purchase or otherwise or taking lease of an apartment from Shri \_\_\_\_\_

I hereby undertake to comply with the covenants, conditions and restrictions subjected to which said apartment was owned by the aforesaid Shri \_\_\_\_\_ before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

For Himalaya Residency Pvt. Ltd.



Auth. Sign.

Signature

In presence of

1.