



क्षेत्रीय कार्यालय
उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, ग्रेटर नोएडा

ए-1, प्रथम तल, कॉमर्शियल काम्प्लेक्स, बीटा-2, ग्रेटर नोएडा, गौतमबुद्धनगर

ई-मेल : rogreaternoida@uppcb.in, फोन/फैक्स- 0120-4259329

सन्दर्भ संख्या : 1500 / 1447-70/24

दिनांक : 19/3/24

To,

The Registrar,
The National Green Tribunal,
Principal Bench,
New Delhi
E-mail- judicial-ngt@gov.in

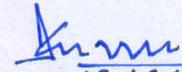
Sub: Action taken report in compliance of the order dated 22.01.2024 passed by Hon'ble National Green Tribunal, New Delhi in Original Application No. 100 of 2024 16th Avenue Gaur City 2 Apartment Owners Association Versus Greater Noida Industrial Development Authority.

Sir,

That in compliance of the order dated 22.01.2024 passed by Hon'ble National Green Tribunal, New Delhi in Original Application No. 100 of 2024 16th Avenue Gaur City 2 Apartment Owners Association Versus Greater Noida Industrial Development Authority, Action taken report on behalf of Central Pollution Control Board and U.P. Pollution Control Board is annexed herewith and forwarded to you with the request that the same may be placed before the Hon'ble Tribunal.

Enclosure- As above

Yours Sincerely


19.03.2024

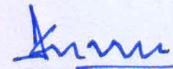
(D.K. Gupta)

Regional Officer

96

Copy to:

1. Shri Pradeep Misra, Advocate, Hon'ble National Green Tribunal, New Delhi for persual and necessary action please.
2. Chief Environmental Officer, C-1, U.P. Pollution Control Board, Lucknow for information please.
3. Law Officer-1, U.P. Pollution Control Board, Lucknow for information and necessary action please.


19.03.2024

Regional Officer

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**STATUS REPORT OF THE COMMITTEE IN THE MATTER OF OA NO. 100/2024
TITLED; 16th AVENUE GAUR CITY 2 APARTMENT OWNERS ASSOCIATION
VS GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

1. BACKGROUND

The Hon'ble NGT vide order dated 22.01.2024 in the matter of OA no. 100/2024 titled; 16th Avenue Gaur City 2 Apartment Owners Association Vs Greater Noida Industrial Development Authority directed as follows:

"Para 4: Hence, we constitute a Committee comprising of the representative of the Member Secretary, CPCB and the Member Secretary, UPPCB. The Committee will carry out the joint inspection and ascertain the factual position on the spot and take remedial action and submit the action taken report before the Tribunal at least one week before the next date of hearing by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF."

2. COMPLIANCE TO THE DIRECTIONS OF NGT

In compliance to directions of Hon'ble NGT, following officials are nominated to represent the Committee

- Sh. Vishal Gandhi, Scientist E, CPCB
- Sh. D.K. Gupta, Regional Officer, Greater Noida, UPPCB

The joint committee carried out the inspection on 14.03.2024 for ascertaining the factual position. The committee interacted with the representative of Apartment Owners Association (AOA) of 16th Avenue Gaur City 2. It was informed that STP installed by the Project Proponent (P.P.) namely M/s Gaursons India Pvt. Ltd. was under capacity and same was not handed over to AOA. The documents shared by AOA (Memorandum of Transfer (MoT), complaints made by AOA) were examined by Committee and further, Inspection was carried out. Accordingly, following observations are made:



2.1 STATUS OF STP INSTALLED AT 16TH AVENUE GAUR CITY 2

The Committee observed that STP installed in the basement of 16th Avenue Gaur City 2 was found non-operational. As per Consent to Operate (CTO) granted by UPPCB, the permission STP was only for 310 KLD. During the period of granting CTO, the occupancy was for 1001 flats and estimated sewage generation was 310 KLD. In Phase - II, STP of capacity 500 KLD need to be commissioned and same was not carried out by Project Proponent. Copy of inspection report of UPPCB is attached as **Annexure-I**.

Observation of joint committee regarding STP

- i. Water consumption in 2050 nos. of flats may be calculated by assuming 135 ltr per head per day, which is $135 \times 4 \times 2050 = 1107$ KLD
- ii. Accordingly the total waste water generation may be considered as 1107 KLD $\times 80\% = 885.6$ KLD,
- iii. The collection sump for the collection of sewage from 13 towers and 01 School (Gaur International School) is 12 m^3 and same is not adequate.
- iv. As per information provided by Project, Project has installed STP of capacity 310 KLD, which is under capacity against total waste water generation.
- v. Project proponent should ensure install STP of adequate capacity in the project.

2.2 STATUS OF INFRASTRUCTURE RELATED TO CONNECTIVITY OF 13 TOWERS TO STP

The team inspected the sewage grid network system of all the 13 towers of 16th Avenue Gaur City 2. It was observed that 02 main lines are laid for the collection of sewage which is subsequently connected to the service lines of all the 13 towers. The service line is connected to main line and the flow from main line could be diverted to collection sump using valves for further treatment. At present, the sewage generated is diverted to the sewerage system of Greater Noida Industrial Development Authority (GNIDA). It was found that infrastructure for connections of sewage from all towers to STP is present. However, STP capacity is inadequate.



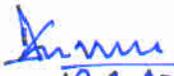
2.3 STATUS OF MEMORANDUM OF TRANSFER(MoT)

As per Memorandum of Transfer provided by AOA, it was observed that Project Proponent had handed over the asset with under capacity and further committed to install the STP with adequate capacity. However, Project Proponent has not fulfilled the commitment. Therefore, AOA has made complaints to Project Proponent and other appropriate authorities. Copy of relevant documents of MoT are attached as **Annexure-II**.

3. CONCLUSIONS AND WAY FORWARD

In view of the above observations, it may concluded that Project Proponent (P.P.) namely M/s Gaursons India Pvt. Ltd has not constructed the STP as per the requirement. The Memorandum of Transfer provided by AOA also indicates that STP was under capacity and Project Proponent has not fulfilled the commitment.

Accordingly, Committee is of the view that Project Proponent shall construct the STP of adequate capacity and conveyed the sewage generated from all 13 towers to STP. Project Proponent shall also take valid Consent to Operate (CTO) from UPPCB and operate the STP as per norms prescribed under CTO. Further, the Project Proponent also ensure that treated sewage shall be recycle and use in house for horticulture and other purposes.


19.3.2024
(D.K. Gupta)
Regional Officer,
UPPCB, Greater Noida


(Vishal Gandhi)
Scientist E, CPCB,
Delhi



उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड

ए-1, प्रथम तल, शॉपिंग काम्प्लेक्स, बीटा-2, ग्रेटर नोएडा

पत्रांक दिनांक.....

सेवा में,

मुख्य पर्यावरण अधिकारी (वृत्त-1),
उ०प्र० प्रदूषण नियंत्रण बोर्ड,
लखनऊ।

विषय: गुप हाउसिंग परियोजना मेसर्स गौरसंस प्रमोटर प्रा०लि०, "गौर सिटी-2" (जी०सी०-16), प्लॉट नं०- जी०एच०-03, सेक्टर-16सी, ग्रेटर नोएडा, गौतमबुद्धनगर की सहमति जल आख्या।

महोदय,

उपरोक्त विषयक परियोजना का निरीक्षण इस कार्यालय द्वारा किया गया। सहमति जल निरीक्षण आख्या निर्धारित प्रपत्र पर निम्नवत है।

जल सहमति निरीक्षण आख्या

परियोजनाका नाम वा गुप हाउसिंग परियोजना मेसर्स गौरसंस प्रमोटर प्रा०लि०, "गौर सिटी-2" (जी०सी०-16), प्लॉट पता : नं०- जी०एच०-03, सेक्टर-16सी, ग्रेटर नोएडा, गौतमबुद्धनगर।
निरीक्षणकर्ता का नाम व पद : उत्सव शर्मा (सहायक पर्यावरण अभियन्ता) एवं किशन सिंह (अवर अभियन्ता)
परियोजना प्रतिनिधि का नाम व पद : श्री राहुल त्यागी, डी०जी०एम०, श्री अजय आनन्द, फ़ैसिलिटी मैनेजर।
निरीक्षण का दिनांक एवं समय : 23.02.19

- | क्रमांक | विवरण | आख्या |
|---------|---|---|
| 1. | परियोजना का संचलान वर्ष :- | वर्ष 2016 |
| 2. | 1. मुख्य कच्चे माल (क्षमता विस्तार व प्रक्रिया परिवर्तन) की दैनिक खपत :- | गुप हाउसिंग परियोजना। |
| 3. | उत्पादन की दैनिक मात्रा :- | गुप हाउसिंग परियोजना |
| 4. | जल खपत मात्रा (के०एल०/दिन) मापन व्यवस्था (न हो तो गणना का आधार)
घरेलू - 1300 कि०ली०/दिन (आवेदन पत्र के अनुसार)
अन्य - - | |
| 5. | उत्प्रवाह निस्तारण मात्रा (के०एल०/दिन) मापन व्यवस्था (न हो तो गणना का आधार)
घरेलू - 310 कि०ली०/दिन (जल खपत एवं शुद्धिकरण व्यवस्था के सम्बन्ध में ऑनलाइन क्वेरी प्रेषित की गयी थी। परियोजना द्वारा दिनांक 13.05.19 को मेल के माध्यम से प्रेषित पत्र के अनुसार परियोजना में कुल 2080 फ्लैट हैं, जिनमें से वर्तमान में 1001 फ्लैटों में एक्यूपेंसी है, जिससे वर्तमान में 310 कि०ली०/दिन उत्प्रवाह जनित होता है, जिसके शुद्धिकरण हेतु 310 कि०ली०/दिन क्षमता का एस०टी०पी० स्थापित है। पूर्ण एक्यूपेंसी हेतु फेस-2 के अन्तर्गत 500 कि०ली०/दिन का एस०टी०पी० निर्माणाधीन है। पूर्ण एक्यूपेंसी होने पर परियोजना से कुल 644 कि०ली०/दिन उत्प्रवाह जनित होगा, जिसके शुद्धिकरण हेतु कुल एस०टी०पी० क्षमता 810 (310+500) कि०ली०/दिन होगी।
अन्य - - | |
| 6. | बरसाती जल का निस्तारण :- | गुप हाउसिंग परियोजना द्वारा रुफ टाप रेन वाटर हार्वेस्टिंग व्यवस्थाये स्थापित की गयी है। |

7. घरेलू व औद्योगिक उत्प्रावह का निस्तारण :- (1) घरेलू उत्प्रावह - एस0टी0पी0 के माध्यम से शुद्धिकरण के उपरान्त यथासम्भव को फलशिंग, परिसर में स्थापित ग्रीन बेल्ट के सिंचाई तथा शेष को प्राधिकरण के नाले के माध्यम से निस्तारित किया जाता है।
8. घरेलू उत्प्रावह का अन्तिम निस्तारण (स्थल व मात्रा)
नाला - प्राधिकरण नाला-डासना ड्रेन।
नदी - हिण्डन नदी।
सिंचाई हेतु भूमि पर - एस0टी0पी0 के माध्यम से शुद्धिकरण के उपरान्त यथासम्भव को फलशिंग, परिसर में स्थापित ग्रीन बेल्ट के सिंचाई तथा शेष को प्राधिकरण के नाले के माध्यम से निस्तारित किया जाता है।
9. उत्प्रावह शुद्धिकरण संयंत्र इकाईयो का विवरण :-
स्थापना वर्ष :- 2016
संचालन स्थिति :- संचालित।
संयंत्र की कार्यक्षमता :- वर्तमान में 1001 पलैटों में एक्यूपेंसी है, जिससे वर्तमान में प्रस्तावित / निर्माणाधीन कार्यों की प्रगति रिपोर्ट :- 310 कि0ली0/दिन उत्प्रावह जनित होता है, जिसके शुद्धिकरण हेतु 310 कि0ली0/दिन क्षमता का एस0टी0पी0 स्थापित है। फेस-2 के अन्तर्गत 500 कि0ली0/दिन का एस0टी0पी0 निर्माणाधीन है। पूर्ण एक्यूपेंसी होने पर परियोजना से कुल 644 कि0ली0/दिन उत्प्रावह जनित होगा, जिसके शुद्धिकरण हेतु कुल एस0टी0पी0 क्षमता 810 (310+500) कि0ली0/दिन होगी।
10. उत्प्रावह की विश्लेषण रिपोर्ट :- निरीक्षण के दौरान 200 कि0ली0/दिन क्षमता के एस0टी0पी0 के माध्यम से शुद्धिकृत उत्प्रावह का नमूना एकत्रित किया गया, जिसे क्षेत्रीय कार्यालय, नोएडा की प्रयोगशाला से विश्लेषित कराया गया है, आख्या प्राप्त है, जो कि बोर्ड मानकों के अनुरूप है।

शुद्धिकरण से बाद		शुद्धिकरण के बाद	
दिनांक	दिनांक	दिनांक	दिनांक
	23.02.19		
पी0एच0	7.1		
टी0एस0एस0	81.0	मिग्रा0 / ली0	
सी0ओ0डी0	208.0	मिग्रा0 / ली0	
बी0ओ0डी0	27.0	मिग्रा0 / ली0	
ऑयल एण्ड ग्रीस	2.8	मिग्रा0 / ली0	

11. ठोस अपशिष्ट की मात्रा एवं निस्तारण एस0टी0पी0 से जनित स्लज एवं ग्रुप हाउसिंग परियोजना से जनित नगरीय ठोस अपशिष्ट।

- निस्तारण एस0टी0पी0 स्लज का प्रयोग खाद के रूप में एवं ऑर्गेनिक वेस्ट को मैन्योर में परिवर्तित किया जाता है तथा शेष नगरीय ठोस अपशिष्ट को प्राधिकरण के माध्यम से निस्तारित किया जाता है।
12. परिसर में सामान्य रख-रखाव व पर्यावरण उचित।
प्रबन्ध :
पर्यावरण वक्तव्य :- प्रेषित।
पृथक इनजीमीटर के पाठयांक (अवधि सहित) :- स्थापित है।
13. सहमति शुल्क विनियोजन श्रेणी :- आवेदन पत्र के साथ संलग्न सी0ए0 सार्टिफिकेट के अनुसार परियोजना का विनियोजन 499 करोड़ है।
इस वर्ष देय शुल्क :- परियोजना द्वारा सहमति जल/वायु मद में रू0 1,50,000/-, रू0 1,50,000/- का भुगतान ऑनलाइन किया गया है, जो कि तीन वर्ष (वर्ष 2021 तक) हेतु पूर्ण है।
क्षेत्रीय कार्यालय से प्राप्त :- उपरोक्तानुसार।
पूर्व सहमति आदेश :- परियोजना को वर्ष 2018 तक की सशर्त सहमति जल/वायु बोर्ड से प्राप्त थी।
अनुपालन रिपोर्ट :- अनुपालन किया जा रहा है।
14. निरीक्षण के समय दिये निर्देश व सुझाव :- प्रदूषण नियंत्रण सम्बन्धी अधिनियमो, बोर्ड व मा0 राष्ट्रीय हरित अधिकरण द्वारा जारी निर्देशो का पूर्णतया अनुपालन सुनिश्चित करने हेतु।
- अन्य मेसर्स गौरसंस प्रमोटर प्रा0लि0 को "गौर सिटी-2" प्लॉट नं0- जी0एच0-03, सेक्टर-16सी, ग्रेटर नोएडा पर 41326 हैक्टेयर प्लॉट एरिया के अन्तर्गत कुल भूखण्ड क्षेत्रफल 413269.99 वर्ग मीटर पर आवासीय भवनों की स्थापना एवं निर्माण हेतु बोर्ड मुख्यालय के पत्र सं0 एफ 78717/सी-1/एन/एन0ओ0सी0-696/2010/5 दिनांक 12.01.2011 द्वारा एन0ओ0सी0 तथा डायरेक्ट्रेट ऑफ इनवायरोनमेन्ट यू0पी0 के पत्र सं0 961/पर्या0/एस0ई0ए0सी0/2328/2014/डी0डी0(डी0एस0) दिनांक 21.09.2015 द्वारा आवासीय, कॉमर्शियल, इस्टीट्यूट, नर्सिंग होम इत्यादि (कुल बिल्टअप एरिया 1363695 वर्ग मीटर) हेतु पर्यावरणीय स्वीकृति प्राप्त है। परियोजना द्वारा उक्त प्लॉट को कई भागों में बाँटकर चरणबद्ध निर्माण कार्य किया गया/किया जा रहा है। उक्त का एक भाग जी0सी0-16/एवेन्यू-16 है, जिसमें कुल 2080 फ्लैट हैं, उक्त में से वर्तमान में 1560 फ्लैटों में एक्यूपेंसी अकगत करायी गयी है। परियोजना द्वारा जी0सी0-16/एवेन्यू-16 में भी चरणबद्ध एक्यूपेंसी के अनुसार वर्ष 2016 से 2018 के मध्य क्षेत्रीय कार्यालय से सहमति प्राप्त की गयी है, जिसमें घरेलू उत्प्रवाह निस्तारण मात्रा 100 कि0ली0/दिन से कम थी। वर्तमान में 1001 फ्लैटों में एक्यूपेंसी है, जिससे वर्तमान में 310 कि0ली0/दिन उत्प्रवाह जनित होता है, जिसके शुद्धिकरण हेतु 310 कि0ली0/दिन क्षमता का एस0टी0पी0 स्थापित है। फेस-2 के अन्तर्गत 500 कि0ली0/दिन का एस0टी0पी0 निर्माणाधीन है। पूर्ण एक्यूपेंसी होने पर परियोजना से कुल 644 कि0ली0/दिन उत्प्रवाह जनित होगा, जिसके शुद्धिकरण हेतु कुल एस0टी0पी0 क्षमता 810 (310+500) कि0ली0/दिन होगी। उक्त के सम्बन्ध में परियोजना द्वारा प्रेषित पत्र की प्रति संलग्न है।
15. टिप्पणी व संस्तुति :- उपरोक्त तथ्यों को दृष्टिगत रखते हुये परियोजना से प्राप्त सहमति आवेदन का निस्तारण किये जाने हेतु आख्या आपके अवलोकनार्थ एवं आवश्यक कार्यवाही हेतु सादर प्रस्तुत है।

K Singh
13/05/19

(किशन सिंह)
अवर अभियन्ता

(उत्सव शर्मा)
सहायक पर्यावरण अभियन्ता

क्षेत्रीय अधिकारी महोदया,

78



MEMORANDUM OF TRANSFER
(MOT) **FM 200290**

उत्तर प्रदेश UTTAR PRADESH

This memorandum of transfer (MOT) is being entered on 19th Jan, 2021 at Ghaziabad by and between **Gaursons Promoters Private Limited**, a company incorporated under "The companies Act, 1956" herein after called "Company" which shall include its executors, administrators, nominees and assigns through its authorized signatory vide Board Resolution dated 18-Jan-2021, **Mr. Ashish Sharma S/o Mr. Vinod Sharma** on the First party as per Annexure A.

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And

"16th AVENUE GAUR CITY 2 APARTMENT OWNERS ASSOCIATION" (Regd. No. GBN/05704/2020-2020) a registered society under Societies Registration Act herein after called "GC16-AOA" which shall include its executors, administrators, nominees and assigns through its current President **Mr. Jitender Singh and Secretary Mr. Dushyant Bist** on the Second Part as per the board resolution dated as per Annexure B.

(Both Company and GC16 AOA shall be collectively called as "Parties and individually as "Party".)

[Circular stamp of Gaursons Promoters Pvt. Ltd. with 'GAURSONS' in the center and a handwritten signature across it.]

For 16th AVENUE GAUR CITY 2 AOA
Page 1 of 8
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Gen. Secretary
Gen. Secretary

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RECITALS

A. WHEREAS Company as Promoter constructed the building called "16th Avenue" situated at Gaur City -2, Sec-16C, Greater Noida West and sold the apartment to various buyers. Gaursons Promoters (P) Limited will handover maintenance of common areas to second party to run the society "16th AVENUE GAUR CITY 2 APARTMENT OWNERS ASSOCIATION" called 16th AVENUE GC2 AOA., having Boundaries and Gates to the GC16 having area 48435 Sq.mt as mentioned hereunder:

- North-24 Meter wide Road
- South-18 Meter wide Road with Entry/Exit (As per GNIDA approved Site Plan # 3302 Occupancy vide letter # 1817 dated 28 Feb 2019,) Gates on boundary wall (south) include; gates together (referred by GC16 AOA as 'gate # 01'), One gate near to tennis court (referred by GC16 AOA as 'gate #2'), temporary gate in front of GIS (referred by GC 16 AOA as gate #3)
- East- 45 Meter wide Road
- West-Own Boundary adjoining Raksha Addella Housing Society

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B. AND WHEREAS, **GC16-AOA**, is the registered body of the Apartment/Flat Owners of the building 16th Avenue situated at Gaur City -2, GH03, Sec-16C, Greater Noida West **GC16-AOA** has elected its board of management and office bearers as per Annexure C.

C. AND WHEREAS, the Company has submitted the declaration as provided under Section 12 of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (hereinafter U.P. Apartment Act 2010) (hereinafter referred to as Form of Declaration) before the Competent Authority, the true copy of the said declarations annexed with this M.O.T. as per "Annexure D" and whereas as per the terms of sales to the flat owners it was agreed that the Company shall carry on the maintenance and security of the Project/Building/Society "16th Avenue" either by themselves or through the duly appointed agency till the same is transferred to duly constituted Apartment Owners Association of the Society.



For 16TH AVENUE GAUR CITY 2 AOA
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D. AND WHEREAS, the Company agrees that all the work as per details given in enclosed Annexure E are prepared on the basis of mutual understanding and jointly by the representatives of the company and GC16-AOA , the same will be undertaken by the company by the timeline specified in the Annexure-E.

E. AND WHEREAS, the GC16-AOA is ready to take over the handover of maintenance of common areas and manage common areas and facilities in and around the buildings, maintenance, security, electricity & water systems and all other fixtures and fittings forming part or attached to the buildings and/or within the boundary walls of GC 16th Avenue.

GC16 AOA has the understanding that:

1. All blocks including A, B, C, D, E, F, G, H, I, J, K, L , M and N are part of GC-16.
2. N block is an area having School facility, police chowki and crèche . Its entry and exit is separate from GC 16 and school services will run as it is with sharing of sewer and fire services with GC 16 for which mutually agreed charges shall be paid by M/s Gaursons. There shall not be any interference in the operations of school by the prevailing AOA .
3. GC16 is independent group housing project; and there is no conflict of interest in any manner with surrounding Avenues/projects.

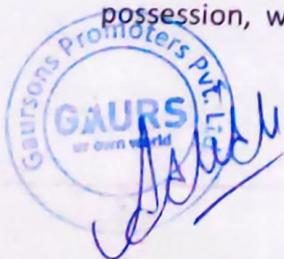
F. AND WHEREAS, the company will hand-over the Original Occupancy Certificate and legal documents and appurtenant thereto GC16-AOA.

G. AND WHEREAS, the company fulfils all conditions mentioned in occupancy certificate issued by GNIDA for "GC 16th Avenue "

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Now this MOT witness and recites as follows:-

1. That the effective date of transfer will be 19-Jan-21 (hereinafter referred to as the "date of handover")
2. IFMS (Interest Free Maintenance Security), an amount @87% of amount collected as IFMS by Promoter from all residents at the time of possession, will be transferred (After deduction of NPCL Security and



For GC16th AVENUE GAUR CITY 2 AOA

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possession, will be transferred (After deduction of NPCL Security and loading charges already deposited and charges to be deposited for increase of additional load, negative balance amount of meters, IFMS and AOA membership fee of defaulters). The Promoter shall provide the details of IFMS & AOA Membership fee amount with name of client and Flat no.

- IFMS Collected
- AOA Membership fees Collected

- The Promoter will provide new DG of capacity 2500 KVA of power backup capacity .
- The Promoter had deposited a sum of Rupees 67,55,726/- as security charges with the electricity department (NPCL) while obtaining the 16th Avenue Apartments electricity connection. It will be deducted from IFMS. Any additional security and loading charges to be deposited for increase of load will be deducted from IFMS.
- All statutory dues related to water connection for the period up to date of transfer will be settled by the Company and from the date of transfer it will be the sole responsibility of GC16AOA to pay the dues in this regard.
- The 16th Avenue will continue to provide Group Housing/Township maintenance charge at the rate specified in their agreements.
- The Promoter shall provide all the 38 lifts in functional state with all necessary approval and NOCs in this regard
- The Promoter shall provide the STP (Sewage Treatment plant) & GTP/OWC (garbage treatment plant) in functional state with necessary approvals in this regard
- The Promoter will provide the parking list along with their flat numbers.
- That the Company ensures that all statutory provisions under the UP Apartment Act and all applicable legislations have been duly complied with and the requisite permissions have been obtained during the possession, construction, sale and maintenance of GC16 Apartments. The Company has already obtained the Occupancy Certificate & Completion Certificate (CC) along with copy of all the permissions/No objection

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Certificates obtained from Government Authorities viz; UP pollution control board, fire-fighting, electricity department and lifts and will be provided to 16th AVENUE GC2 AOA at the time of handover.

That the Company will be responsible for any legal and financial violation up to the date of handover while GC16-AOA will be responsible for any such violation made by 16th AVENUE GC2 AOA after handover.

11. The effective date of transfer will be date of MOT signed date (hereinafter referred to as the "date of CAM handover") , the schedule of IFMS and all other payments will be shared at the time of MOT.
12. AOA shall finalize its CAM services agency within a month from the date of MOT. During this time all the salary cost of deputed staff/outside agency shall be borne by GC16-AOA only.
13. The Promoter has installed two transformers of capacity each 2000 KVA inside 16th Avenue Apartment considering the diversity factor (60%) to meet out the requirement of the total distributed load of 10764 KVA of the mains to the residents. The Promoter ensures to augment the infrastructure up to 6450 KVA at its own cost. After handover as per increase of load of all respective charge shall be received by existing current AOA so the promoter has no responsibility to augment the infrastructure after 6450 KVA.
14. The sanction load /contracted load of Electric supply to GC16 is currently 1500 KVA , Promoter agrees to increase the sanctioned load by 500 KVA , and its respective security amount which is required to deposit with NPCL for increase the load shall be adjust with IFMS amount.
15. The electricity connection of the 16th Avenue Apartment taken from NPCL in the name of Promoter will be transferred to 16th AVENUE GC2 AOA from the date of MOT. The promoter is liable to pay any due or penalty charges towards 16th Avenue Apartment in regard of NPCL, if applicable, for the period prior to date of handover.
16. The residents who have negative balance in their meter, their amount will be deducted by the Promoter from IFMS to be handed over and in addition to this; their IFMS and AOA fee will also be on hold by company till all dues are cleared.

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For 16TH AVENUE GAUR CITY 2 AOA
Page 5 of 8

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The promoter undertakes that there is no unauthorized Electric/DG connection from/to GC-16 premises. If any unauthorised electric connection from/to GC-16 is found at a later date, the same will be reported to NPCL/UPERC for penal and necessary disciplinary action.

3.The Promoter declares that it has discharged all financial/statutory liabilities and will continue to do so with respect to the land dues (if any) of Greater Noida Authority for "16th Avenue Apartments" housing complex. In case any balance left out of this amount, for the same promoter will be liable.

19.The Promoter shall provide the maintenance office and AOA office with infrastructure including computers, office equipment's, fixtures and furniture in operating condition to GC16-AOA.

20.The Promoter shall share all valid NOCs of fire, electric and lifts, pollution environmental and after the date of handover the further renewal will be responsibility of AOA.

21.Any service level agreement(s) between Promoter and Service Providers w.r.t 16th Avenue Apartment, directly or through its representative, before the date of CAM service handover shall not have any binding effect on GC16-AOA. GC16-AOA reserves full rights to amend/cancel the Service level agreements with Service providers as per own requirement/assessment. Provided their till date dues are cleared and respective vendors are informed well in advance. Lift AMCs will be valid till the date of MOT and thereafter a fresh agreement will have to be made between GC16-AOA and the lift vendor. In case of delay in agreements , its respective cost shall be borne by GC 16 AOA only.

22.Details of the major equipment's with make, mode, date of purchase etc. along with the details of their current AMCs will be provided to GC16-AOA.

23.The promoter will share all service contracts/agreements. The Promoter will be solely responsible for any dues related to any third-party services on or before date of MOT. The promoter is liable to settle the same on or before the date of MOT.

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For 16TH AVENUE GAUR CITY 2 AOA

Page 6 of 8

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Gen. Secretary

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- 24. Any or all statutory dues/taxes etc. related to GC16 including maintenance and other services on or before CAM handover will be settled by Promoter.
- 25. The Promoter shall remain responsible for any dispute/pending case(s) (or case(s) that arise after handover but relates to the period prior to handover) on or before the date of physical handover, dues in court or any other Govt. department regarding GC16. GC16 AOA is not liable for any such pending disputes/dues or legal liability arising subsequent to the outcome of any of pending cases in the court of law. The Promoter also undertakes that it will inform AOA of any dispute that may arise regarding GC16, to GC16 AOA.
- 26. The promoter has no right to frame rules, regulations and directives for the residents of 16th Avenue Apartment post-handover. GC16-AOA reserves full rights to do all such acts, deeds, things, and actions as may be required for the purposes of securing the 16th Avenue Apartments which may include imposing suitable restrictions on the entry of any non 16th Avenue resident(s) provided for unsold flats, Gaursons representative has full authority to enter and complete the possession process with intimation to GC 16 AOA
- 27. The annexure/checklist mutually prepared is part of the MOT and both parties (Promoter and GC16-AOA) agree to honour the same. (Annexure E).
- 28. That this MOT has been signed after mutual deliberations and with mutual consent subject to the condition of fulfilment of commitment by both the parties. Any claim, dispute or difference relating to or arising out of this MOT Agreement shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The seat of arbitration shall be Ghaziabad. Otherwise courts of Ghaziabad will have the exclusive jurisdiction.
- 29. The list of all relevant documents and drawings are attached as Annexure L and originals (true copy) are handed over to GC16 AOA.

Agreed for
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For 16TH AVENUE GAUR CITY 2 AOA
Page 7 of 8
Gen. Secretary

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30. The annexure/checklist mutually prepared is part of the MOT and both parties (Promoter and GC16-AOA) agree to honour the same. (Annexure E).

31. In witness thereof both the parties have signed this Memorandum of transfer on this 2020.

FIRST PART
(The Company)



For Gaursons Promoters (P) Ltd.

Authorized Signatory

SECOND PART
(The GC16-AOA)

For GC 16AOA

[Signature]
19/1/2021
President

[Signature]
19/1/2021
Secretary

Witness – Gaursons Promoters (P) Ltd.

Witness – GC 16 AOA

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For 16TH AVENUE GAUR CITY 2 AOA
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Gen. Secretary

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Annexure -E- GC16

SR	Checklist Point
1	Top Floor seepage issue rectification in all Blocks.
2	Ground floor have reported issue of water being pushed from the drainage inside the flats. This needs to be fixed for all ground floor flats.
3	Recycle water testing in Bathrooms Flush, all Blocks
4	Foul smell Issue Rectification in all Blocks
5	Repair of cracks around wooden door frames will be done
6	Repair of Badminton courts, Tennis courts and kid's parks and kids play equipment.
7	All electrical poles and common area lights will be handover in functional state
8	Repairing of existing Damaged tiles with new one in the Common Area/ Tower Lobby Area and park
9	Swimming Pool -Repairing of damaged tiles and handover in functional state.
10	Marking of proper parking numbers at basement area as well as Open area.
11	Repair of D Block Open Parking area surface at addela corner & Cracks Repair in concrete pathways
12	Rectification of all the Seepage in basement area: (a) All basement seepages shall be repaired and will be taken care upto moonsoon season of 2021 (b) All the drain pipes fixed in the ceiling of the basement area needs to be sealed by silicon cement, to prevent leakage. (c) Automation of switches of the sump-motors of the sumps provided in the basement parking area.
13	Rectification/Repair of all electrical/Fire shaft door and Locking System
14	RWH system fully functional.
15	Community Hall/RWA room Repair, replacement of all damaged False ceiling tiles and electrical sockets.
16	Automatic Boom Barriers to be installed and made functional with RFIDs
17	Fire Controll display/panel , PA system, Water Sprinklers & Smoke Detectors in flats and common areas to be made operational and checked
18	All faulty & leaking Fire pipes to be repaired
19	All Fire extinguishers to be hung in the corridors of Towers (Floor wise) and expired or (expiring within 15 days) to be filled up & updated
20	Rolling Barricades require for drive way 10 nos.
21	Details of Borewell Submersible
22	2 Dustbins each (for wet and dry garbage) to be provided at all towers entrance, Parks & playing areas
23	STP to be made fully operational and given in functional state
24	Promoter will provide one extra exhaust fan for STP/GTP
25	PRV leak need to be tested and repair /replacement done all flat all towers or wherever is required.
26	Dressing of all electrical shafts in all towers in proper manner
27	All Street/Driveway/Park Area Area Faulty Halogen lights to be replaced with LED lights



19-01-2021

Gen. Secretary

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28	Existing Electrical connection through Sockets and switch to be provided in functional state in corridors of every tower for cleaning of floors through disk machine
29	All Towers defective lift buttons to be replaced.
30	All Tower Lifts Faulty Buttons , Lights & Fans Repair /Replacement whatever required
31	Steel/Fiber cover on Lift Buttons in 37 lifts
32	Caller ID phones to be provided in all tower lobbies & gates.
33	out side plants marking along with tree guard -will provide 10 nos tree guards
34	Painting required for those common areas Iron railings and Corridor railings where repair work shall be done
35	Rubberized resurfacing to be done for badminton court and Tennis court.
36	All the Damaged Cable Tray/Iron Cover needs to be replace by new one.
37	Placement of Proper Road markings, safety signage to guide and facilitate safe movement
38	Reflective Paints on basement walls at 3ft height -
39	Park Grass Carpet will be Repaired wheras required
40	Few blocks like K, C and other blocks have a open area on first floor next to main gates, which has to be covered.- Promoter will look into its feasibility
41	Boundary wall periphery near 3rd gate need to Cover with Net, that prevent animal entry - Promoter will provide one roll of plastic net.
42	Car Parking Allocation Record for all flats required
43	Jhula repair wherever required
44	Gate No 3 shall be changed as per feasibility
43	Ground floor have reported issue of water being pushed from the drainage inside the flats. This needs to be fixed for all ground floor flats.
All above works shall be completed within timeline 90 days	



Shamir Pandey
19-01-2021

Shamir
01/19/21

Shamir

Shamir

Shamir

For 16TH AVENUE GAUR CITY 2 AOA
Shamir
Gen. Secretary

Shamir