

BEFORE THE NATIONAL GREEN TRIBUNAL AT NEW DELHI.

O.A NO. 100/2024

**IN THE MATTER OF:****16<sup>th</sup> AVENUE GAUR CITY 2****APARTMENT OWNERS ASSOCIATION****...APPLICANT****VERSUS****GREATER NOIDA INDUSTRIAL****DEVELOPMENT AUTHORITY & ORS.****...RESPONDENTS****INDEX**

<b>S NO</b>	<b>PARTICULAR</b>	<b>PAGE NO</b>
<b>1.</b>	<b>REPLY ON BEHALF OF RESPONDENT NO.4 I.E. M/S GAURSONS PROMOTERS PVT. LTD. TO THE ORIGINAL APPLICATION FILED BY THE APPLICANT ALONGWITH AFFIDAVIT.</b>	<b>1 - 13</b>
<b>2.</b>	<b>ANNEXURE R/1</b> COPY OF THE LETTER DATED 04.10.2010 ISSUED BY GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY	<b>14</b>
<b>3.</b>	<b>ANNEXURE R/2</b> COPY OF THE MEMORANDUM OF TRANSFER DATED 19.01.2021	<b>15 - 24</b>
<b>4.</b>	<b>ANNEXURE R/3</b> COPY OF THE MINUTES OF MEETING	<b>25</b>
<b>5.</b>	<b>ANNEXURE R/4</b> COPY OF THE WORK ORDER DATED 15.07.2023 AWARDED TO M/S SAKSHI WATER TREATMENT PLANT	<b>26 - 27</b>
<b>6.</b>	<b>ANNEXURE R/5</b> COPY OF THE MINUTES OF MEETING DATED 19.10.2023	<b>28 - 29</b>
<b>7.</b>	<b>ANNEXURE R/6</b> COPY OF THE WORK ORDER PLACED FOR SETTING UP OF AN ADDITIONAL CAPACITY	<b>30 - 32</b>
<b>8.</b>	<b>ANNEXURE R/7</b> COPY OF THE LETTER DATED 06.06.2024 ISSUED BY THE RESPONDENT NO.4 HEREIN TO THE APPLICANT ASSOCIATION	<b>33</b>
<b>9.</b>	<b>ANNEXURE R/8</b> COPY OF THE LETTER DATED 07.06.2024 SUBMITTED BY THE RESPONDENT HEREIN TO THE RESPONDENT POLLUTION BOARD	<b>34 - 35</b>

10.	<b>ANNEXURE R/9</b> COPY OF THE LETTER DATED 10.06.2024 SENT BY THE APPLICANT ASSOCIATION TO THE RESPONDENT	36 - 37
11.	<b>ANNEXURE R/10</b> COPY OF THE LETTER DATED 24.06.2024 SUBMITTED BY THE ANSWERING RESPONDENT NO.4.	38 - 42
12.	<b>ANNEXURE R/11</b> COPY OF THE RESPONSE DATED 27.06.2024 BY THE AUTHORITY	43 - 44
13.	<b>ANNEXURE R/12</b> COPY OF THE PUBLIC NOTICE ISSUED IN TWO LEADING NEWSPAPER	45 - 48
14.	<b>ANNEXURE R/13</b> COPY OF LIST OF TREES.	49
15.	<b>ANNEXURE R/14(COLLY)</b> COPY OF PHOTOGRAPHS DEPICTING TREE PLANTATION WITHIN THE PROJECT PREMISES	50 - 58
16.	<b>ANNEXURE R/15</b> COPY OF THE COMPLETION DRAWING ISSUED BY GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY	59
17.	<b>PROFF OF SERVICE</b>	60

THROUGH:



**A.R. TAKKAR, SHRIYA TAKKAR, UNNATI ANAND, ASMITA DUGGAL,**





**BHARGAVA RAVIKUMAR, KAPIL BAKSHI, NIDHI JHA AND MANAN TAKKAR**

**ADVOCATES**

**ARTLO**

**P-6/2-E, 1<sup>ST</sup> FLOOR, DLF PHASE – 2,**

**GURGAON 122002**

9582209633

EMAIL ID: [ARTAKKAR@ARTLO.IN](mailto:ARTAKKAR@ARTLO.IN)

BEFORE THE NATIONAL GREEN TRIBUNAL AT NEW DELHI.

O.A NO. 100/2024

**IN THE MATTER OF:**

16<sup>th</sup> AVENUE GAUR CITY 2  
APARTMENT OWNERS ASSOCIATION

...APPLICANT

VERSUS

GREATER NOIDA INDUSTRIAL  
DEVELOPMENT AUTHORITY & ORS.

...RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO.4 I.E. M/S GAURSONS PROMOTERS PVT. LTD. TO THE ORIGINAL APPLICATION FILED BY THE APPLICANT**

**MOST RESPECTFULLY SHOWETH:**

1. That the present Original Application has been filed by the Applicant Association alleging certain deficiencies on part of the Respondent No.4 herein i.e. M/s Gaursons Promoters Pvt. Ltd. That the matter is pending adjudication before this Hon'ble Tribunal and is now listed for hearing on 09.08.2024.
2. At the very outset, the Respondent No.4 denies each and every statement, averment, submission and contention set forth in the Original Application filed by the Applicant to the extent the same are contrary to and/or are inconsistent with the true and complete facts of the case and/or the submissions made on behalf of the Respondent No.4 in the present Reply. The Respondent No.4 herein further humbly submits that the averments and contentions, as stated in the Original Application under reply, may not be taken to be deemed to have been admitted by the Respondent No.4, save and except what are expressly and specifically admitted, and the rest may be read as travesty of facts.

**PRELIMINARY SUBMISSION:**

1. **ALLEGATIONS QUA THE SEWAGE TREATMENT PLANT:**
  - i. It is imperative to mention herein that in the year 2010 the Greater Noida Industrial Development Authority issued a letter dated 04.10.2010 informing that the treatment of

sewage of the project proponent shall be treated in the common sewage treatment plant of greater Noida city and other services water supply, storm water drain and electricity shall be provided upto the plot at one point by the Authority. Copy of the letter dated 04.10.2010 issued by Greater Noida Industrial Development Authority is marked and annexed herewith as **Annexure-R/1**.

- ii. However, the authority failed to provide for the same due to which the project proponent had to install sewage treatment plant of its own within the project premises. That the answering Respondent No.4 herein had granted a work/purchase order and payments were also made to the Original Vendor to set up a Sewage Treatment Plant (STP) of capacity 805 KLD, though at that point of time the population of the residential complex under question did not require an STP of that much capacity.
- iii. That after the installation of the STP, a Memorandum of Transfer dated 19.01.2021 was executed between the Respondent No.4 and the Applicant Association. That by way of the said Memorandum, the Applicant association expressed its readiness to take the handover of maintenance of common areas and manage common areas and facilities in and around the buildings, maintenance, security, electricity and water systems and all other fixtures and fittings forming part or attached to the buildings and/or within the boundary walls of GC-16<sup>th</sup> Avenue. That therefore, by way of the said Memorandum the aforementioned facilities were handed over to the Applicant Association. Copy of the Memorandum of Transfer dated 19.01.2021 is marked and annexed herewith as **Annexure-R/2**.
- iv. That after the execution of the Memorandum of Transfer, the common areas and facilities in and around the buildings, maintenance, security, electricity and water systems and all other fixtures and fittings forming part or attached to the buildings and/or within the boundary walls of GC-16<sup>th</sup> Avenue including the sewage treatment plant were handed over to the Applicant Association. That after the handing over of the facilities to the Applicant Association it was the responsibility of the Applicant Association to operate and maintain the facilities including the Sewage Treatment Plant. That only upon enquiring about the working of the sewage treatment plant, the Applicant Association informed the Respondent No.4 herein that the same needs to be repaired. That

thereafter, a meeting was held between the Respondent Promoter and the Applicant Association. That it was decided in the meeting that the STP Plant at GC-16 will be repaired by the Respondent Promoter and thereafter the same shall be again handed over to the Applicant Association. It was also decided that the Applicant Association will thereafter regularly operate and maintain the STP Plant at its own cost by engaging professional STP O&M agency and further the Respondent Association shall not be responsible for any liability whatsoever with respect to the STP Plant. Copy of the minutes of meeting is marked and annexed herewith as **Annexure-R/3**.

- v. That in furtherance of the aforementioned meeting held between the Applicant Association and the Respondent Promoter herein, the Respondent Promoter awarded the repair work of the Sewage Treatment Plant to M/s Sakshi Water Treatment Plant vide work order dated 15.07.2023. Copy of the work order dated 15.07.2023 awarded to M/s Sakshi Water Treatment Plant is marked and annexed herewith as **Annexure-R/4**. It is pertinent to mention herein that the work order inadvertently mentions the date as 15.07.2024 however the same is in actual dated 15.07.2023.
- vi. That after the repair of the Sewage Treatment Plant was carried out, another meeting was held on 19.10.2023 between the Applicant Association and the Respondent Promoter. That during the meeting it was agreed that the STP Plant has been repaired by promoter and that the promoter was operating and maintaining the STP Plant from the last 15 days and would continue to do so till 22.10.2023 at its own cost. Further it was also agreed that the plant was performing fine and from 23<sup>rd</sup> October the Applicant Association shall operate and maintain the STP Plant from any O&M Agency at its own cost. Copy of the minutes of meeting dated 19.10.2023 is marked and annexed herewith as **Annexure-R/5**.
- vii. That since the Sewage Treatment Plant was working adequately, the same was again handed over to the Applicant Association post 22.10.2023 and hence thereafter it was the duty of the Applicant Association to operate and maintain the same. It is submitted that any liability for not operating and maintaining the STP is solely attributable to the Applicant Association as the Respondent Promoter herein had duly got the STP repaired and the same was again handed over to the Applicant Association. It is imperative to

mention herein that the Joint Committee in its report dated 19.03.2024 has also specifically stated that the Project Proponent had handed over the STP to the Applicant Association.

- viii. That now after the filing of the status report dated 19.03.2024 by the Joint Committee appointed by this Hon'ble Tribunal, it has come out that an additional STP of capacity 576 KLD is required to be set up by the Respondent Promoter. That without disputing the said observation at this stage, the answering Respondent No.4 has already placed an order for setting up of an additional STP having capacity 576 KLD. Copy of the work order placed for setting up of an additional capacity is marked and annexed herewith as **Annexure-R/6**.
- ix. That the Respondent Promoter post the recommendation of the Joint Committee, had been in constant contact with the Applicant Association for allocation of designated space for the STP installation. However, the Applicant Association kept on delaying the installation of additional STP for a considerable time period due to internal conflicts between the association. That constrained by the delay on part of the Applicant Association, the Respondent No.4 herein vide letter dated 06.06.2024 gave a final notice to the Applicant Association to amicably resolve the issue and facilitate the timely completion of the STP installation. Copy of the letter dated 06.06.2024 issued by the Respondent No.4 herein to the Applicant Association is marked and annexed herewith as **Annexure-R/7**.
- x. That the Respondent No.4 herein vide letter dated 07.06.2024 also informed the Respondent Pollution Control Board that even after sufficient time having been granted to the Applicant association, the same are not able to form a consensus as to the location for installing the additional STP which is resulting in the installation being put on hold. Copy of the letter dated 07.06.2024 submitted by the Respondent herein to the Respondent Pollution Board is marked and annexed herewith as **Annexure-R/8**.
- xi. That the Applicant Association vide letter dated 10.06.2024 wrote to the Respondent herein that the additional STP must be installed at the site approved by the Authority in sanctioned map and that the association is not authorized to designate any other area

for the installation of STP. Copy of the letter dated 10.06.2024 sent by the Applicant Association to the Respondent herein is marked and annexed herewith as **Annexure-R/9**.

- xii. That accordingly, to set up the Sewage Treatment Plant in the basement , permission was sought from Greater Noida Industrial Development Authority vide letter dated 24.06.2024, in response to which the Authority has directed the answering Respondent No.4 herein to follow the procedure for revision of the sanctioned plans which interalia includes inviting objections from the residents of the residential complex by publishing a public notice regarding the same in two leading newspaper in terms of the Uttar Pradesh Apartment Act, 2010. Copy of the letter dated 24.06.2024 submitted by the answering Respondent No.4 herein and copy of the response dated 27.06.2024 by the Authority are marked and annexed herewith as **Annexure-R/10** and **Annexure-R/11** respectively.
- xiii. That though in the humble submission of the Respondent No.4 herein, no revision is required as only an additional Sewage Treatment Plant (STP) is to be installed, having no other option, it has already published the public notice inviting objections in two newspapers i.e. Hindustan Times and Amarujala. Copy of the public notice issued in two leading newspaper is marked and annexed herewith as **Annexure-R/12**.
- xiv. That the objections so invited have to be filed within 30 days of the publication of the public notice and thereafter appropriate decision is likely to be taken by the said authority. The answering Respondent No.4 thus hereby undertakes to establish the said additional Sewage Treatment Plant (STP) within a period of 2 months from getting the permission from the Greater Noida Development Authority.

## **2. ALLEGATION QUA ALL TOWERS NOT BEING CONNECTED TO THE SEWAGE TREATMENT PLANT**

That the allegation of the Applicant Association with regards to all towers not being connected to the Sewage Treatment plant are completely false and hence denied. That the Joint Committee report dated 19.03.2024 specifically states that "*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*". That hence, it is submitted that all the towers of the project are connected to the Sewage Treatment Plant.

**3. ALLEGATION QUA INADEQUATE PLANTATION OF TREES AND CONVERSION OF GREEN AREAS INTO OPEN PARKING**

- i. That the allegation of the Applicant qua inadequate plantation of trees and conversion of green areas into open parking, are completely false and frivolous. It is imperative to mention herein that as per the own admission of the Applicant, the Respondent herein was liable to plant 391 trees within the project premises. It is submitted that the Respondent No.4 has planted a total of 588 trees and the list of the same is marked and annexed herewith as **Annexure-R/13**. Copy of photographs depicting tree plantation within the project premises are marked and annexed herewith as **Annexure-R/14(Colly)**. A perusal of the attached photographs would clearly show that the Respondent No.4 herein has planted adequate trees. The Applicant Association is raising false and baseless issues at such a belated stage (after the project has been handed over to the Applicant Association), only to escape its responsibility to maintain the project premises.
- ii. Further, the green areas have not been converted into open parking as falsely alleged by the Applicant. It is in the humble submission of the answering Respondent herein that as per the Completion Drawing issued by Greater Noida Industrial Development Authority the required open area/landscape area is 17396.36 Sq.mtr and the existing open area/landscape area is 17401.97 Sq.mtr. Copy of the Completion Drawing issued by Greater Noida Industrial Development Authority is marked and annexed herewith as **Annexure-R/15**.

**REPLY ON MERITS:**

At the outset, it is stated that all the facts and submissions set out in the Brief facts and grounds are incorrect and are denied as if the same are specifically set out herein and traversed, except those which are specifically admitted herein. Further, the contents of the Preliminary Objections set out herein above should be deemed to be incorporated in reply to all paras of the Original Application.

That all the allegations qua the answering Respondent No.4 herein regarding non-operational Sewage Treatment Plant are wrong and hence denied. It is reiterated that in the year 2010 the Greater Noida Industrial Development Authority issued a letter dated 04.10.2010 informing that the treatment of sewage of the project proponent shall be treated in the common sewage treatment plant of greater Noida city and other services water supply, storm water drain and electricity shall be provided upto the plot at one point by the Authority. However, the authority failed to provide for the same due to which the project proponent had to install sewage treatment plant of its own within the project premises. That the answering Respondent No.4 herein had granted a work/purchase order and payments were also made to the Original Vendor to set up a Sewage Treatment Plant (STP) of capacity 805 KLD, though at that point of time the population of the residential complex under question did not require an STP of that much capacity. That after the installation of the STP, a Memorandum of Transfer dated 19.01.2021 was executed between the Respondent No.4 and the Applicant Association. That by way of the said Memorandum, the Applicant association expressed its readiness to take the handover of maintenance of common areas and manage common areas and facilities in and around the buildings, maintenance, security, electricity and water systems and all other fixtures and fittings forming part or attached to the buildings and/or within the boundary walls of GC-16<sup>th</sup> Avenue. That after the execution of the Memorandum of Transfer, the common areas and facilities in and around the buildings, maintenance, security, electricity and water systems and all other fixtures and fittings forming part or attached to the buildings and/or within the boundary walls of GC-16<sup>th</sup> Avenue including the sewage treatment plant were handed over to the Applicant Association. That after the handing over of the facilities to the Applicant Association it was the responsibility of the Applicant Association to operate and maintain the facilities including the Sewage Treatment Plant. That only upon enquiring about the working of the sewage treatment plant, the Applicant Association informed the Respondent No.4 herein that the same needs to be repaired. That thereafter, a meeting was held between the Respondent Promoter and the Applicant Association. That it was decided in the meeting that the STP Plant at GC-16 will be repaired by the Respondent Promoter and thereafter the same shall be again handed over to the Applicant Association. It was also decided that the

Applicant Association will thereafter regularly operate and maintain the STP Plant at its own cost by engaging professional STP O&M agency and further the Respondent Association shall not be responsible for any liability whatsoever with respect to the STP Plant. That thereafter, a meeting was held on 02.07.2023 between the Respondent Promoter and the Applicant Association. That it was decided in the meeting that the STP Plant at GC-16 will be repaired by the Respondent Promoter and thereafter the same shall be again handed over to the Applicant Association. It was also decided that the Applicant Association will thereafter operate and maintain the STP Plant at its own cost by engaging professional STP O&M agency and further the Respondent Association shall not be responsible for any liability whatsoever with respect to the STP Plant. That in furtherance of the aforementioned meeting held between the Applicant Association and the Respondent Promoter herein, the Respondent Promoter awarded the repair work of the Sewage Treatment Plant to M/s Sakshi Water Treatment Plant vide work order dated 15.07.2023. It is pertinent to mention herein that the work order inadvertently mentions the date as 15.07.2024 however the same is in actual dated 15.07.2023. That after the repair of the Sewage Treatment Plant was carried out, another meeting was held on 19.10.2023 between the Applicant Association and the Respondent Promoter. That during the meeting it was agreed that the STP Plant has been repaired by promoter and that the promoter was operating and maintaining the STP Plant from the last 15 days and would continue to do so till 22.10.2023 at its own cost. Further it was also agreed that the plant was performing fine and from 23<sup>rd</sup> October the Applicant Association shall operate and maintain the STP Plant from any O&M Agency at its own cost. That since the Sewage Treatment Plant was working adequately, the same was handed over to the Applicant Association post 22.10.2023 and hence thereafter it was the duty of the Applicant Association to operate and maintain the same. It is submitted that any liability for not operating and maintaining the STP is solely attributable to the Applicant Association as the Respondent Promoter herein had duly got the STP repaired and the same was handed over to the Applicant Association. It is imperative to mention herein that the Joint Committee in its report dated 19.03.2024 has also specifically stated that the Project Proponent had handed over the STP to the Applicant Association. That now after the filing of the status report dated 19.03.2024 by the Joint Committee appointed

by this Hon'ble Tribunal, it has come out that an additional STP is required to be installed by the Respondent herein. That without disputing the said observation at this stage, the answering Respondent No.4 has already placed an order for setting up of an additional STP having capacity 576 KLD. That the Respondent Promoter post the recommendation of the Joint Committee, had been in constant contact with the Applicant Association for allocation of designated space for the STP installation. However, the Applicant Association kept on delaying the installation of additional STP for a considerable time period due to internal conflicts between the association. That constrained by the delay on part of the Applicant Association, the Respondent No.4 herein vide letter dated 06.06.2024 gave a final notice to the Applicant Association to amicably resolve the issue and facilitate the timely completion of the STP installation. That the Respondent No.4 herein vide letter dated 07.06.2024 also informed the Respondent Pollution Control Board that even after sufficient time having been granted to the Applicant association, the same are not able to form a consensus as to the location for installing the additional STP which is resulting in the installation being put on hold. That the Applicant Association vide letter dated 10.06.2024 wrote to the Respondent herein that the additional STP must be installed at the site approved by the Authority in sanctioned map and that the association is not authorized to designate any other area for the installation of STP. That accordingly, to set up the Sewage Treatment Plant in the basement , permission was sought from Greater Noida Industrial Development Authority vide letter dated 24.06.2024, in response to which the Authority has directed the answering Respondent No.4 herein to follow the procedure for revision of the sanctioned plans which interalia includes inviting objections from the residents of the residential complex by publishing a public notice regarding the same in two leading newspaper in terms of the Uttar Pradesh Apartment Act, 2010. That though in the humble submission of the Respondent No.4 herein, no revision is required as only an additional Sewage Treatment Plant (STP) is to be installed, having no other option, it has already published the public notice inviting objections in two newspapers i.e. Hindustan Times and Amarujala. That the objections so invited have to be filed within 30 days of the publication of the public notice and thereafter appropriate decision is likely to be taken by the said authority. The answering Respondent No.4 thus hereby undertakes to establish the said additional Sewage

Treatment Plant (STP) within a period of 2 months from getting the permission from the Greater Noida Development Authority.

The allegations qua all the towers being not connected with the Sewage Treatment Plant are false and frivolous and hence vehemently denied. It is reiterated that the Joint Committee report dated 19.03.2024 specifically states that "*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*". That hence, it is submitted that all the towers of the project are connected to the Sewage Treatment Plant.

The allegations qua inadequate plantation of trees and conversion of green areas into open parking, are completely false and frivolous and hence denied. It is imperative to mention herein that as per the own admission of the Applicant, the Respondent herein was liable to plant 391 trees within the project premises. It is submitted that the Respondent No.4 has planted a total of 588 trees in the project premises. Further, the green areas have not been converted into open parking as falsely alleged by the Applicant. Further, the green areas have not been converted into open parking as falsely alleged by the Applicant. It is in the humble submission of the answering Respondent herein that as per the Completion Drawing issued by Greater Noida Industrial Development Authority the required open area/landscape area is 17396.36 Sq.mtr and the existing open area/landscape area is 17401.97 Sq.mtr. The Applicant Association is raising false and baseless issues at such a belated stage (after the project has been handed over to the Applicant Association), only to escape its responsibility to maintain the project premises.

In light of the facts and circumstances mentioned herein above, it is prayed that this Hon'ble Tribunal may be graciously pleased to:-

- i. Take the present Reply on record;

- ii. Pass such other/ further Order(s) as this Hon'ble Tribunal may deem fit and proper in the facts of the present matter in favour of the answering Respondent No.4 herein.

THROUGH:



**A.R. TAKKAR, SHRIYA TAKKAR, UNNATI ANAND, ASMITA DUGGAL,**



**BHARGAVA RAVIKUMAR, KAPIL BAKSHI, NIDHI JHA AND MANAN TAKKAR  
ADVOCATES**

**ARTLO**

**P-6/2-E, 1<sup>ST</sup> FLOOR, DLF PHASE – 2,  
GURGAON 122002**

**9582209633**

**EMAIL ID: [ARTAKKAR@ARTLO.IN](mailto:ARTAKKAR@ARTLO.IN)**

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH AT NEW DELHI

ORIGINAL APPLICATION NO. 100 OF 2024

**IN THE MATTER OF:**

16<sup>th</sup> AVENUE GAUR CITY 2 APARTMENT OWNERS ASSOCIATION

...PETITIONER/APPLICANT

VERSUS

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY AND ORS

...RESPONDENTS

**AFFIDAVIT**

I, Divyanshu Srivastava S/o Sh. D.C. Srivastava, aged about 32 years working with M/s Gaursons Promoters Pvt Ltd as Manager at Gaur Biz Park, Plot No. 1, Abhay Khand-II, Indirapuram, Ghaziabad - 201014, Uttar Pradesh.

I the above named deponent do hereby solemnly affirm and declare as under:-

1. That the above titled Reply has been drafted under the authority and instructions of the deponent and after perusing its contents, the deponent has duly signed it, and the contents of paragraph Nos. 1 to thereof are true and correct to the knowledge of the deponent, and the same may be read as contents of this affidavit also, which are not being reproduced for the sake of brevity. No part of it is false and nothing material has been kept concealed therefrom.
2. That the contents of paragraphs no. 1 to of above tilted Reply are true and correct to my knowledge, no part of that is false and nothing has been kept concealed therefrom.



3. That the Annexures attached with the Reply are true copies of their respective originals.

For Gaursons Promoters Pvt. Ltd.

*[Handwritten Signature]*  
Authorised Signatory

**DEPONENT**

**VERIFICATION**

Verified that the contents of paragraphs no. 1 to 3 of my above affidavit are true and correct to my knowledge. No part of it is false and nothing has been concealed therein.

For Gaursons Promoters Pvt. Ltd.

*[Handwritten Signature]*  
Authorised Signatory

**DEPONENT**



**ATTESTED**

*[Handwritten Signature]*  
Munendra Kumar Shishodia  
Advocate  
Dist. Court G.B.N

07 AUG 2024

Annexure- IV (A)

Greater Noida Industrial Development AuthorityII-169 Chityan Estate Sector Gamma, Greater NoidaGautam Budh Nagar-201308Ref. no./plng/2010/377/Gaursons Promoters  
Date: 04/10/2010

TO

Gaursons Promoters (P) Ltd  
305, Arunachal Building ,19,  
Barakhamba Road, Connaught place  
New delhi- 110001.

Dear Sir ,

Kindly take reference of your letter dated 15.09.2010 regarding treatment of sewage at greater noida .In this regard it is to inform you that the treatment of sewage of M/s. Gaursons Promoters (P) Ltd. Plot no- GH-03 Sector -16-C , Greater Noida shall be treated in the common sewage treatment plant of greater noida City and other services water supply, storm water drain and Electricity shall be provided upto the plot at one point by the Authority. The internal development shall be done by the applicant.

Thanking you

Yours faithfully

  
 RAVINDRA SINGH  
 G.M. (PLANNING)



**MEMORANDUM OF TRANSFER**  
 उत्तर प्रदेश UTTAR PRADESH (MOT) FM 200290

This memorandum of transfer (MOT) is being entered on 19<sup>th</sup> 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.

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 Private Limited with signature)*

*(Stamp: For 16th AVENUE GAUR CITY 2 AOA Page 1 of 8 Gen. Secretary)*

*(Signatures and dates: 19/1/2021)*

*(Handwritten signatures on the right margin)*

**RECITALS**

A. WHEREAS Company as Promoter constructed the building called "16<sup>th</sup> 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 "16<sup>th</sup> AVENUE GAUR CITY 2 APARTMENT OWNERS ASSOCIATION" called 16<sup>th</sup> 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

B. AND WHEREAS, GC16-AOA, is the registered body of the Apartment/Flat Owners of the building 16<sup>th</sup> 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 "16<sup>th</sup> Avenue" either by themselves or through the duly appointed agency till the same is transferred to duly constituted Apartment Owners Association of the Society.

*Payal*  
*Anshu*  
*Shilpa*  
*Pratibha*  
*Shilpa*



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

*Shilpa*  
 19/11/21  
*Shilpa*  
*Shilpa*

- 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 "

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



16TH AVENUE GAUR CITY 2 AOA

*[Signature]*  
Gen. Secretary

*[Signature]*  
19/1/21  
*[Signature]*

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

3. The Promoter will provide new DG of capacity 2500 KVA of power backup capacity .
4. The Promoter had deposited a sum of Rupees 67,55,726/- as security charges with the electricity department (NPCL) while obtaining the 16<sup>th</sup> 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.
5. 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.
6. The 16th Avenue will continue to provide Group Housing/Township maintenance charge at the rate specified in their agreements.
7. The Promoter shall provide all the 38 lifts in functional state with all necessary approval and NOCs in this regard
8. The Promoter shall provide the STP (Sewage Treatment plant) & GTP/OWC (garbage treatment plant) in functional state with necessary approvals in this regard
9. The Promoter will provide the parking list along with their flat numbers.
10. 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



Page 4 of 8  
16TH AVENUE GAUR CITY 2 AOA

*[Signature]*  
Gen. Secretary

*[Signature]*  
19/1/21  
*[Signature]*  
*[Signature]*

Certificates obtained from Government Authorities wiz; UP pollution control board, fire-fighting, electricity department and lifts and will be provided to 16<sup>th</sup> 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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 - Top right: *Pratik Par*  
 - Middle right: *Arjun*  
 - Bottom right: *Secretary*  
 - Far right: *AS*



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*[Signature]*

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

*Handwritten signatures and dates:*  
 - *Gen. Secretary* (with signature)  
 - *19/11/21*  
 - *[Signature]*  
 - *[Signature]*

17.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.

18.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.

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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.



For 16TH AVENUE GAUR CITY 2 AOA  
Page 6 of 8

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Gen. Secretary

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019/11/21  
*Handwritten signature*  
*Handwritten signature*

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 16<sup>th</sup> 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.

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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

*[Signature]*

*[Signature]*

For 16TH AVENUE GAUR CITY 2 AOA  
*[Signature]*  
Gen. Secretary

*[Signature]*

*[Signature]*

*[Signature]*  
*[Signature]*

## 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 is 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 Faulty Halogen lights to be replaced with LED lights



Gen. Secretary  
19-01-2021

19/1/21

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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 Crapet 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



*Rajendra Prasad*  
19-01-2021

*Wagh.*  
01/19/21

*Prakash*

*Shankar*

*Shankar*

*Shankar*

*Shankar*

For 16TH AVENUE GAUR CITY 2 AQA  
*Shankar*  
Gen. Secretary

## TITLE: MINUTES OF MEETING ANNEXURE R/3

Project Name	GC 16/ 16 <sup>th</sup> Avenue – Gaur City 2
Purpose of Meeting	Handing Over of STP (Sewage Treatment Plant) & OWC (Organic Waste Composting) System to GC 16 AOA by Gaursons Promotors Pvt. Ltd. (GPPL)
Date and Time	02/07/2023, 12:30 P.M
MOM Prepared by	Akshat Saxena

Meeting Representatives			
Name	Organization	Name	Organization
Mr. Akshat Saxena	Gaursons Promotors Pvt. Ltd.	Mr. Sunny Thakur	GC 16 AOA – Member
Mr. Amit Chaudhary	GC 16 AOA - President	Mr. Alok Mishra	GC 16 AOA – Member
Mr. Ashutosh Kumar	GC 16 AOA – Member	Mr. Mukesh Dhaka	GC 16 AOA – Member
Mr. Dinesh Gupta	GC 16 AOA – Treasurer	Mr. Rakesh Dikshit	GC 16 AOA – Member
Mr. Vishal Vardhan	GC 16 AOA – Member	Mr. Aman Sharma	GC 16 AOA Maintenance

S. No	Item	Following Points were Discussed and Agreed between GPPL & GC 16 AOA
1	Existing STP Plant	The STP Plant at GC 16 will be repaired and bring to functional state as per the MOT by GPPL
2		Once the STP Plant is repaired & commissioned, GC 16 AOA will take handover of the STP Plant by Signing the Handing over document provided by GPPL
3		AOA will Operate & Maintain the STP Plant at its own cost by engaging professional STP O&M Agency and further GPPL will not be responsible for any liability what so ever with respect to STP Plant.
4	Organic Waste Composting Machine	The 1000 KG Existing OWC Machine at GC 16 will be repaired by GPPL
5		Once the 1000 KG Existing OWC Machine is repaired & commissioned, GC 16 AOA will take handover of the 1000 KG Existing OWC Machine by Signing the Handing over document provided by GPPL
6		AOA will Operate & Maintain the 1000 KG Existing OWC Machine at its own cost by engaging professional SWM (Solid Waste Management) O&M Agency
7		Further GPPL will not be responsible for any liability what so ever with respect to the OWC Machine & Solid Waste Management Works.

Gaur Biz Park, 1- Abhay Khand-II, Indrapuram, Ghaziabad- 201010  
Tel:- +91-120-4343333, Fax: - +91-120-4167319  
Website - www.gaurcity.co.in

**Work Order**

To,

M/s Sakshi Water Treatment Plant  
Block A, 272, Chunna Bhatti, Kirti Nagar  
New Delhi - West Delhi - 110015

PAN NO: HJEPK5664J  
GSTIN : 07HJEPK5664J1ZQ

Contact Person: Mr. Santosh Kumar  
Tel No: - 9871990271  
Email: sakshi.watertp@gmail.com

Reference No.	Your quotation dated nil
W.O. No :	GPPLL/GC16/STPREPAIR/23-24/01
Date :	15.07.2024
Work Period :	1 Month from date of Advance Payment. <i>Atul</i>

Sub: Contract for Repair of Sewage Treatment Plant at "16<sup>TH</sup> AVENUE / GC 16" Gaur City 2, Plot No. GH-03, Sector-16C, Greater Noida (U.P.)

With reference to our discussion, the company is pleased to award you the above mentioned work to M/s Sakshi Water Treatment Plant as per the item rates given below subject to terms and conditions mentioned overleaf. If these terms and conditions are acceptable to you, please sign the copies of this Contract in duplicate as a token of your acceptance.

S. No.	Description	Quantity	UOM	Rate	Amount
1	Sludge Pump & Motor Repair	2	Nos.	2500	5,000
2	Filter Feed Pump & Motor Repair	2	Nos.	2500	5,000
3	Pipe Leakage in MGF Filter	1	Nos	1000	1,000
4	Blower Service with new NRV Installation	1	Nos	6000	6,000
5	Air Line Pipe with Diffuser in Equalization Tank	Lump Sum		25000	25,000
6	Bio Media in MBBR Tank	Lump Sum		56000	56,000
7	Sump Pump Repair	2	Nos.	4000	8,000
8	Centrifuge with Motor Repair	1	Nos.	8000	8,000
9	Dosing Pump & Drum Complete Set	2	Nos.	15000	30,000
10	UPVC Pipe for over flow work	Lump Sum		30000	30,000
11	Paint Work for All 6 Tanks	Lump Sum		40000	40,000
12	Tank Cleaning of 6 Tanks	Lump Sum		40000	40,000
13	Tube Setter Media	Lump Sum		30000	30,000
14	Electro Magnetic Flow Meter - Inlet Line	1	Nos	60000	60,000
15	Complete Repair Charges with Plant Commissioning	Lump Sum		1,06,000	1,06,000
Total Amount (Rs. Four Lac & Fifty Thousand Only)					4,50,000/-

For Gaursons Promoters Pvt. Ltd.

GAURSONS PROMOTORS PVT LTD

M/s Sakshi Water

For and Behalf of  
Sakshi Water Treatment Plant

Gaur Biz Park, I- Abhay Khand-II, Indrapuram, Ghaziabad- 201010

Tel.:- +91-120-4343333, Fax: - +91-120-4167319

Website – www.gaurcity.co.in

**Payment Terms:**

1. Amount in word – Rupees Four Lac & Fifty Thousand Only
2. GST Extra
3. Freight – Extra on Actual Submission of Transport Bill

**Conditions of the Payment:**

- 50 % Advance along with PO against PI
- Balance 50 % On Completion of Work at Site within 21 Days

**Terms & Conditions**

1. This Work order includes any modifications and/or alteration to be effected mutually hereinafter.
2. The above rates inclusive of loading & unloading
3. **Inspection:** - Inspection of material shall be carried out at site subject to entry done in the delivery challan. The replacement shall be done free of cost by the supplier in case of any defect.
4. The contractor/vendor must deposit their GST and file their GST returns as per the due date prescribed by the government. In case, "Gaursons Promotors Pvt. Ltd." is not able to get the GST credit due to incorrect filing of the GST returns or non-filing of GST returns or for any other reason whatever it may be, the company shall have the full right to stop the due payment to the contractor/vendor till "Gaursons Promotors Pvt. Ltd." gets GST credit."
5. **Completion:** - Vendor shall treat the supplies completed after client's authorized person shall give an acknowledgement to the vendor and it shall be submitted for final payment.
6. All bills must to be submitted duly certified by our engineers for payment.
7. in the event of any failure on your part to fulfill any and/or all the terms of this Work Order the company will have the right to, among other things, rescind this order and/or to get the Work Order by himself through any other party at your sole cost and liability.
8. No compensation shall be payable to you in the event of any cancellation/suspension / postponement of this Purchase Order effected by us on account of any act of God, an act of state of Force Majeure including civil disturbance & labour unrest & shortage of power & raw material of our premises.
9. You shall be solely responsible for the strict enforcement of all Acts, Rules and others made by the Central and the state Governments or Local Authorities and we shall in no way responsible for any violation of any act on your part.
10. Payment shall be strictly as per the terms above.
11. This Work Order shall be deemed to have concluded at New Delhi and only the courts at New Delhi shall be competent to try any case arising out of this contract.
12. The decision of the company in case of any dispute shall be final and binding on you.
13. Your acceptance of these terms & condition shall be deemed to have been implicitly given and unless these term & conditions are modified with our consent, these shall be binding and conclusive on you.

M/s Sakshi Water Treatment Plant accept the above work order subject to to above terms and conditions

For Gaursons Promotors Pvt. Ltd.  
For and behalf of  
M/s Gaursons Promotors Pvt Ltd

Authorized Signatory

For and behalf of  
M/s Sakshi Water Treatment Plant

Authorized Signatory

## TITLE: MINUTES OF MEETING

Project Name	GC 16/ 16 <sup>th</sup> Avenue – Gaur City 2
Purpose of Meeting	Handing Over of STP (Sewage Treatment Plant) & OWC (Organic Waste Composting) System to GC 16 AOA by Gaursons Promotors Pvt. Ltd. (GPPL)
Date and Time	19/10/2023, 12:15 P.M
MOM Prepared by	Akshat Saxena

Name	Organization
Mr. Akshat Saxena	Gaursons Promotors Pvt. Ltd.
Mr. Amit Chauhan	GC 16 AOA - President
Mr. Alok Mishra	Facility Manager (GC 16 AOA)
Mr. Govind Sharma	Assistant Facility Manager (GC 16 AOA)
Mr. Santosh Kumar	Sakshi Water Treatment Plant – STP Repair Contractor
Mr. Rajvir Singh	Sakshi Water Treatment Plant – STP Repair Contractor
Mr. Raj Kumar & Sunil	Sakshi Water Treatment Plant – STP Plant Operator

S. No	Item	Points Agreed between GPPL & GC 16 AOA on 02/07/2023, 12:30 P.M	Points Agreed between GPPL & GC 16 AOA on 19/10/2023, 12:15 P.M
1	Existing STP Plant	The STP Plant at GC 16 will be repaired and bring to functional state as per the MOT by GPPL	<p>Existing STP Plant is Repaired by GPPL. The Treated water is clear and is being reused for following purposes:</p> <ol style="list-style-type: none"> <li>Horticulture through pipe line till Ground Level</li> </ol>  <ol style="list-style-type: none"> <li>Flushing Purpose at each Flat through Recycling Water Tank</li> </ol> 
2		Once the STP Plant is repaired & commissioned, GC 16 AOA will take handover of the STP Plant by Signing the Handing over document provided by GPPL	<p>GC 16 AOA will take handover of STP Plant installed at site once GPPL submits following documents:</p> <ol style="list-style-type: none"> <li>Water Quality Test Report of Treated Water showing BOD Level - Done</li> <li>Guidelines of UPPCB regarding STP</li> <li>Capacity of Installed STP Plant</li> <li>Remaining STP Capacity to be enhanced by GPPL</li> <li>Storm &amp; Sewage Water Layout Drawing</li> </ol>

## TITLE: MINUTES OF MEETING

3		AOA will Operate & Maintain the STP Plant at its own cost by engaging professional STP O&M Agency and further GPPL will not be responsible for any liability what so ever with respect to STP Plant.	GPPL is Operating & Maintaining the STP Plant from last 15 days and will continue to do so till 22 <sup>nd</sup> October 2023 at its own cost. The Plant is performing fine. From 23 <sup>rd</sup> October GC 16 AOA can Operate & Maintain STP Plant from any O&M Agency at its own cost
4		The 1000 KG Existing OWC Machine at GC 16 will be repaired by GPPL	Gaursons has placed the Order for Repair of OWC Machine to M/s Reddo Natura on 09.05.2023 and payment of 3.65 Lacs is also made to the OWC Machine Manufacturer.
5	Organic Waste Composting Machine	Once the 1000 KG Existing OWC Machine is repaired & commissioned, GC 16 AOA will take handover of the 1000 KG Existing OWC Machine by Signing the Handing over document provided by GPPL	OWC Machine Repair Items are dispatched from Bangalore by OWC Machine Manufacture. Machine Repair Timelines given by Vendor is mid of November 2023.
6		AOA will Operate & Maintain the 1000 KG Existing OWC Machine at its own cost by engaging professional SWM (Solid Waste Management) O&M Agency	Not Applicable as on date.
7		Further GPPL will not be responsible for any liability what so ever with respect to the OWC Machine & Solid Waste Management Works.	Not Applicable as on date

## ANNEXURE R/6



## GAURSONS PROMOTERS PVT LTD

Gaur Biz Park, Plot No. 1, Abhay Khand-II, Indirapattan, Ghaziabad (U.P.)-201010

Tel: +91-120-4343333 Fax: +91-120-4167319

Website: www.gaursonsindia.com Email: gaursons@gaursonsindia.com

### Work Order

To,

<b>M/s R. S Enviro Water &amp; Management</b> Plot No 31, 53, Naveen Park, Sahibabad - Ghaziabad, Uttar Pradesh. <b>PAN NO. - BMKPS9449G</b> <b>GSTIN - 09BMKPS9449G3Z6</b> <b>Contact Person: Mr. Jitendra Singh</b> <b>Contact No. : 08860245912</b>	<b>Reference</b>	Your Quotation Dated 04.04.2024
	<b>W.O. No :</b>	GPPL/WO/STP/GC16/2024/01(R1)
	<b>Date :</b>	15.05.2024
	<b>Delivery Period :</b>	As Mentioned in Project Timelines

Sub. Work Order for Design Engineering, Supply, Installation, Testing & Commissioning of 576 KLD Sewage Treatment Plant (STP) comprising most of the tanks in MS Material of Construction with all its related Equipments at "GC 16 / 16<sup>th</sup> AVENUE", Gaur City-2, Plot No. 32/03, Sector 16C, Greater Noida, U.P.

Dear Sir,

With reference to your quotation and subsequent discussions, the Company M/S Gaursons Promoters Pvt. Ltd. is pleased to award the above mentioned Work Order as per the item rates given below subject to terms and conditions mentioned overleaf to M/s R. S Enviro Water & Management. If these terms and conditions are acceptable, please sign the copies of this purchase order in duplicate as a token of acceptance.

SCHEDULE OF QUANTITIES FOR 576 KLD SEWAGE TREATMENT PLANT					
S. No.	DISCRIPTION	QTY	UNIT	RATE (Rs.)	AMOUNT (Rs.)
1.	SEWAGE TREATMENT PLANT 576 KLD Construction of STP Plant - Packaged Type - MSFRP Structure.  The STP shall be Designed, Supplied, Installed & Commissioned as water retaining structures, as per the 576 KLD STP Schedule of Quantities attached at Annexure 1 which was provided by the Company's MEP Consultant - CESPL. UF Capacity : 11M3/Hr	1	Lot	1,19,23,000	1,19,23,000/-
Total Amount for Supply, Installation, Testing & Commissioning of 576 KLD STP Plant				1,19,23,000/-	
Amount in Words: Rupees One Crore Nineteen Lac Twenty Three Thousand Only.					

#### Payment Details:

- Freight will be paid extra on actual submission of Bill
- Taxes - GST will be paid Extra as applicable

#### Warranty:

Twelve (12) months after handover of the plant

#### Stages of the Payment:

For Gaursons Promoters Pvt. Ltd.

Client:

M/s GAURSONS PROMOTERS PVT LTD

(Authorized Signatory)

{Authorized Signatory}

Contractor

M/s RS Enviro Water & Management

{Authorized Signatory}



## GAURSONS PROMOTERS PVT LTD

Gaur Biz Park, Plot No. 1, Abhay Khand-II, Indrapuram, Ghaziabad (U.P.)-201010

Tel: +91-120-4343333 Fax: +91-120-4167319

Website: www.gaursonsindia.com Email: gaursons@gaursinsondia.com

S. No.	Payment Stage	%
1	Advance (Against UDC as Security & To be returned after Installation of STP Plant)	40%
2	On Completion of Fabrication of STP Tanks	20%
3	On Delivery of All Electro Mechanical Items (Same Date Via Cheque)	20%
4	On Completion of Installation work of Plant	10%
5	On Completion of Commissioning of Plant	10%

Following Specifications can also be considered in Schedule of Quantities based on discussion from CESPL

1. Tank MS Sheet Thickness – Base Plate 6 mm & Side Plate 5 mm
2. UF Make – Deerfos Membranes (Catalogue Attached)
3. Electrical Control Panel – RS Control Panel & Automation (Catalogue Attached)
4. Centrifuge – W2P (Catalogue Attached)
5. Blower – Akash (Catalogue Attached)

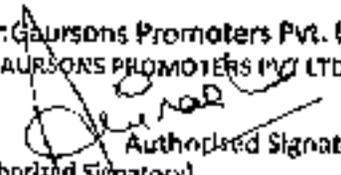
### Project Timelines:

1. Drawing Preparation – 1 Week Time from date of signing of Agreement.
2. Plant Installation – 2 Months' Time from the date of Advance Payment & Drawing Approval from M/s Gaursons Promoters Pvt. Ltd. Company's Architect.
3. Plant Commissioning – 2 Weeks from the date of Plant Installation.

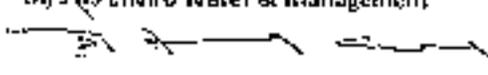
### TERMS & CONDITIONS:

1. This order includes any modifications and/or alteration to be effected mutually hereinafter.
2. All bills must be submitted duly certified by our engineers for payment.
3. In the event of any failure on your part to fulfill any and/or all the terms of this Work Order the company will have the right to, among other things, rescind this order and/or to get the work done by himself through any other party at your sole cost and liability.
4. No compensation shall be payable to you in the event of any cancellation/suspension / postponement of this Work Order effected by us on account of any act of God, an act of state of Force Majeure including civil disturbance & labour unrest & shortage of power & raw material of our premises.
5. Your man working at our premises must rigidly follow all our rules regarding entry, exit and safety precautions and maintain strict discipline.
6. You shall be solely responsible for the strict enforcement of all Acts, Rules and others made by the Central and the state Governments or Local Authorities and we shall in no way responsible for any violation of any act on your part.
7. Payment shall be strictly as per the terms above.
8. The decision of the company in case of any dispute shall be final and binding on you.
9. This Work Order shall be deemed to have concluded at New Delhi and only the courts at New Delhi shall be competent to try any case arising out of this Work Order.
10. Your acceptance of these terms & condition shall be deemed to have been implicitly given and unless these term & conditions are modified with our consent, these shall be binding and conclusive on you.
11. The above Work has to be completed by the M/s R. S Enviro Water & Management within 2 Months from the date of Work Order. In case of any delay of the above completion works, then M/s

Client: Gaursons Promoters Pvt. Ltd.  
M/s GAURSONS PROMOTERS PVT LTD

  
Authorized Signatory  
(Authorized Signatory)

Contractor  
M/s RS Enviro Water & Management

  
(Authorized Signatory)



## GAURSONS PROMOTERS PVT LTD

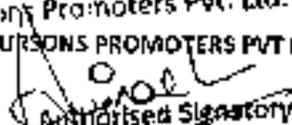
Gaur Biz Park, Plot No. 1, Abhay Khurd-11, Indirapuram, Ghaziabad (U.P.)-201010

Tel: +91-120-4343333 Fax: +91-120-4167319

Website: [www.gaursonsindia.com](http://www.gaursonsindia.com) Email: [gaursons@gaursonsindia.com](mailto:gaursons@gaursonsindia.com)

- R. S Enviro Water & Management would be levied penalty @Rs 25000/- per day till the installation of the entire STP Plant gets completed
12. In case the Plant installation work is halted for a consecutive period of 7 days then the company M/s Gaursons Promoters Pvt. Ltd shall have the right to deposit and encash the UDC submitted by M/s R. S Enviro Water & Management without any notice or intimation, in case the said UDC is not honored by the bank on the account of insufficient funds, stop payment, signature mismatch or because of any other reasons then in such event/s company M/s Gaursons Promoters Pvt. Ltd shall hold the undisputed rights to initiate appropriate legal proceedings (including but not limited to registering of a complaint under the Negotiable Instruments Act, 1881). Moreover, in the aforesaid event/s company M/s Gaursons Promoters Pvt. Ltd also holds the undeniable rights to terminate/cancel this Work Order and withhold the release of any payments against the bills raised by M/s R. S Enviro Water & Management
  13. In case Plant installation work is stopped by RWA or any Government Agency due to any reason, then time extension will be provided by M/s Gaursons Promoters Pvt. Ltd.

M/s R. S Enviro Water & Management accepts the above contract subject to all the terms and conditions mentioned above.

For Gaursons Promoters Pvt. Ltd.  
M/s GAURSONS PROMOTERS PVT LTD  
  
Authorized Signatory  
(Authorized Signatory)

Contractor  
M/s RS Enviro Water & Management  
  
(Authorized Signatory)

To,  
 16<sup>th</sup> Avenue Gaur City 2 Apartment Owners Association  
 16<sup>th</sup> Avenue, Gaur City-2, Section 16C,  
 Greater Noida West, Uttar Pradesh.

Dated: - 06/06/2024

**Sub :** Final notice regarding the installation of the additional Sewage Treatment Plant (STP)

**Dear members of the GC16-AOA**

We are writing with respect to the installation of additional STP in the project premises.

Please note that pursuant to the inspection by the members of the Joint Committee constituted as per the directions of the Hon'ble National Green Tribunal vide its order dated 22.01.2024, an additional STP has been directed to be installed to meet the requirements of the project.

In compliance with the directions laid by the joint committee in its report, our team has been in constant contact with the GC16-AOA to allocate a designated space for the STP installation. Pursuant to the mutual discussion between our team and the members of the GC16-AOA namely, the GC16-AOA gave its consent to allocate the basement area within the tower J and K of the project premises (copy enclosed), as confirmed by their email dated 25.04.2024 (copy enclosed). Based on this consent, we had contracted and finalized the work order with the vendor for the STP installation and duly paid the advance amount for the commencement of work but it could not commence due to internal conflicts between the members of the GC16-AOA regarding the allocated space and even as on date the members of GC-16AOA are not able to form a consensus resulting in the installation being put on hold.

Please note that the GC16-AOA has been delaying the STP installation for a considerable time, which constitutes a clear violation and disregard of the Joint Committee's directions.

Please further note that more than one month has expired since your confirmation mail dated 25.04.2024. Therefore, this letter serves as the final notice, requesting the GC16-AOA to amicably resolve this issue within two (2) days' time and facilitate the timely completion of the STP installation. Any further delay in the installation of STP shall render the GC16, AOA solely and exclusive liable to bear the sole and exclusive responsibility for any penalties and duties imposed on account of such delay.

Sincerely,

Thanks & Regards,

For Gaursons Promoters Pvt. Ltd.  
 For Gaursons Promoters Private Limited



Authorized Signatory

**CC to-**  
 Uttar Pradesh Pollution Control Board, Greater Noida

Dated: - 07.06.2024

To,  
Uttar Pradesh Pollution Control Board,  
A-1, First Floor, Commercial Complex B/1a-2,  
Greater Noida (Gautam Budh Nagar).

Sub : Intimation regarding issuance of final notice to the GC16-AOA for the installation of additional STP as per the directions of the Joint Committee constituted by the Hon'ble Tribunal in Original Application No. 100/2024

Respected Sir

We are writing with respect to the aforementioned O.A. bearing number 100/2024 filed as '16<sup>th</sup> Avenue Gaur City 2 Apartment Owners Association versus Greater Noida Industrial Development Authority'.

Please note that pursuant to the inspection by the members of the Joint Committee constituted as per the directions of the Hon'ble Tribunal, vide its order dated 22.01.2024, an additional STP has been directed by the Joint Committee to be installed to meet the requirements of the project.

In compliance with the directions laid by the Joint Committee in its report, our team has been in constant contact with the GC16-AOA to allocate a designated space for the STP installation. Pursuant to the mutual discussion between our team and the members of the GC16-AOA the GC15-AOA initially gave its consent to allocate the basement area within the tower J and K of the project premises (copy annexed herewith as Annexure A), as confirmed by their email dated 25.04.2024 (copy annexed herewith as Annexure B). Based on this consent, we had contracted and finalized the work order with the vendor for the STP installation and duly paid the advance amount for the commencement of work but it could not be commenced due to internal conflicts between the members of the GC16-AOA regarding the allocated space and even as on date the members of GC-16AOA are not able to form a consensus resulting in the installation being put on hold.

It is pertinent to note that more than one month's time has elapsed since the previous confirmation email dated 25-04-2024 of the GC16-AOA. Therefore, in view of this considerable time being taken by the GC16-AOA resulting in substantial delay in the implementation of the directions of the Joint Committee, we have issued a final notice to the GC16-AOA on 06.06.2024 (copy annexed herewith as Annexure C) requesting for an amicable resolution of the pending issues within 2 days' time.

We humbly submit that we have been continuously following up with the GC16-AOA for the timely compliance with the directions of the Joint Committee and it is only on account of the consistent delays on the part of the GC16-AOA in allocating a dedicated space, that the installation of the additional STP has been put on hold.

Therefore, we request your esteemed office to kindly take cognizance of our communication and acknowledge our persistent efforts in complying with the directions of the joint committee and request that any delay in the installation of the additional STP must be solely and exclusively attributable to the GC16-AOA as the same is sufficiently evidenced on the basis of the facts and supporting documents submitted by us herein.

Sincerely,

Thanks & Regards,

For Gaursons Promoters Pvt. Ltd.

For Gaursons Promoters Private Limited

Authorized Signatory

Authorized Signatory

continued..

1



GAUR CITY-2

GAURSONS PROMOTERS PRIVATE LIMITED

Corp. Off.: Gaur Biz Park, Plot No -1, Abhay Khand-II, Indrapuram, Ghaziabad - 201014 (U.P.) India

CIN: U45200DL2006PTC157197 | Tel: +91-120-404 3333 | Toll Free: 1800 180 3052

E: legalho@gaursonsindia.com | W: gaursonsindia.com

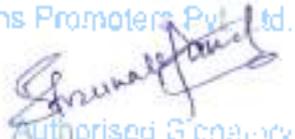
Regd. Off.: 101, 1st Floor, Ashish Corner Complex, Plot No-27, 15<sup>th</sup> Cross, Noida Sector 18, Gurgaon - 122007

REAL ESTATE | RETAIL | EDUCATION | HOTELS | NBFC | CONTRACTING | SPORTS | ENERGY

Enclosed

- 1 Annexure A: Copy of the proposed plan for the allocation of basement area within the tower J and K of the project premises for the installation of additional STP;
- 2 Annexure B: Copy of the email dated 25.01.2024 confirming the proposed plan for the installation of additional STP; and
- 3 Annexure C: Copy of the final notice dated 06.06.2024 sent to the GC16-AOA.

For Gaursons Promoters Pvt. Ltd.

  
 Authorised Signatory



**President**  
**Amit Kumar**  
 +91 9711629483

**Secretary**  
**Deepak**  
**Shrivastava**  
 +91 9711601799

**Treasurer**  
**Dinesh Kumar**  
 +91 9811488522

**Asst. Secretary**  
**S. Sh. Mahroo**  
 +91 9999768496

**Executive**  
**Members**

**Vaishali**  
 +91 9589066264

**Ashutosh**  
**Kumar**  
 +91 9811294054

**Deepak Kumar**  
**Singh**  
 +91 7622846057

**Trishita Sharma**  
 +91 990562809

**Gaurav**  
**Shrivastava**  
 +91 8447783193

Dated: 19.06.2024

To,

M/s Gaursons Promoters Pvt. Ltd.  
 Through its Directors/Authorised Signatory

Regd. Off. 101, 1<sup>st</sup> Floor, Ashish Commercial Complex,  
 Plot No. 2/3, I.S.C. New Rajdhani Enclave, Delhi-110092

Also at:

Corp. Off. Gaur Biz Park, Plot No. 01, Abhay Khand-JL Indrapuram, Ghaziabad-  
 201014

**Subject: Installation of STP at the 16<sup>th</sup> Avenue group housing, Gaur City-2,  
 Sector - 16C, Greater Noida West, Gautam Buddha Nagar.**

**Ref:**

1. Your letter dated 06.06.2024
2. Joint Inspection Report dated 19.03.2024 conducted by CPCB and UPPCB.

Sir,

Kindly take reference of above referred letter issued by you and the inspection report wherein you were required to install the STP of 575 KLD in addition to the 310 KLD STP already installed in the group housing premises. Further, the STP of appropriate capacity i.e., 885 KLD was required to be installed by yourself before handing over the possession of the apartment units to their respective owners but you only installed the STP of 310 KLD and got issued yourself Occupancy Certificate from Greater Noida Industrial Development Authority ("the Authority") and started handing over the possession of the apartment units in violation of statutory norms and regulations.

It is by the sincere and continuous efforts of the 16<sup>th</sup> Avenue GC-2 AOA ("the Association") and its members that an original application no. 100 of 2024 was filed before the Hon'ble National Green Tribunal, Principal Bench and above referred inspection was carried out by the representatives of CPCB and UPPCB on the directions of Hon'ble NGT, and after the violations were flagged by the Joint Inspection Team in its report, you communicated to the Association that an STP on additional 575 KLD will be installed in the group housing.

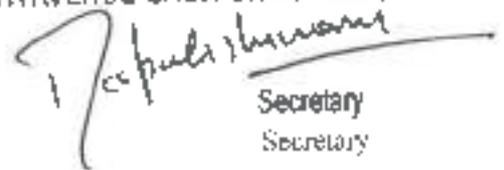
With reference to your letter dated 06.06.2024, it is brought to your notice that additional STP of 575 KLD must be installed at the site approved by the Authority in sanctioned map and the Association is not authorised to designate any other area for the installation of STP. The site for installation of STP is already designated in the sanctioned maps, therefore, the Association is of the view that additional installation of 575 KLD STP should be installed as per the sanctioned maps and at appropriate site.

It is further submitted that seeking consent from the Association for a place to install STP appears to be a delaying tactic as the neither the Association nor its board members have the authority to change the layout of the group housing by designating any other area for the installation of STP. The purported consent dated 25.04.2024 is non-est as the Association came to know that it cannot designate any other place for STP as proposed by you.

**It is therefore requested from you that no further delays be caused under the garb of seeking space for STP when such space is already approved by the Greater Noida Authority in the sanctioned maps and layout plans prepared by you. It is further requested that installation be carried out in a time bound manner as the discharge of untreated water and violation of environmental norms is continuing till date resulting in levy of environmental compensation.**

For 16<sup>th</sup> Avenue GC-2 Apartment Owners Association

For 16TH AVENUE GAUR CITY 2 AOA,



Secretary  
Secretary

Copy to:

1. Greater Noida Industrial Development Authority through its CEO
2. Central Pollution Control Board through Member Secretary
3. Uttar Pradesh Pollution Control Board through Member Secretary

## ANNEXURE R/10

Date 24.06.2024

To,

The GM – Planning  
 Greater Noida Industrial Development Authority (GNIDA)  
 Tower no.-01,4<sup>th</sup> Floor, K.P-04,  
 Greater Noida - 201308  
 Distt. - Gautam Buddha Nagar (U.P)  
 Ph.no +91-120 2336030 (tel)  
 Email: authority@gnida.in

**Sub- Request to install additional STP of 576 KLD at the Basement of Group Housing Project GC – 16 / 16TH Avenue, at Gaur City-2, Plot no. - GH-03, Sector 16C, Greater Noida (U.P) by the company M/s Gaursons Promoters Pvt. Ltd., reg.**

Sir,

With reference to the above subject, kindly to inform that the Company **M/s Gaursons Promoters Pvt. Ltd** had completed the Group Housing Project **GC – 16 / 16TH Avenue, at Gaur City-2, Plot no. - GH-03, Sector 16C, Greater Noida (U.P)** vide GNIDA letter no – BP-3302(C)/2019/1817 on dated 28-02-2019. **(Copy enclosed at Annexure-1).**

Kindly to inform that before obtaining the above completion of the project, the company had installed a **STP having capacity of 310KLD** at the above Group Housing Project. Beside the above presently the NGT & UPPCB **(Copy enclosed at Annexure-2)** had directed the company to **install an additional STP with capacity of 576KLD.**

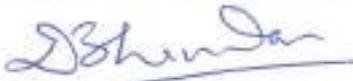
In view of the above, the company had identified about **330 sq.mt., area** at the basement of the project as per the enclosed site plan. **(Copy enclosed at Annexure-3)**, where neither any area had been allotted for parking to the residents nor this area is having any services etc. of the project. This area found suitable for installation of the **576KLD** above proposed STP.

Therefore, kindly requested to permit the company for installation of the additional proposed **576KLD** STP at the basement of the above Group Housing Project, for which the company would be highly obliged.

Thank you for your time and consideration we look forward for your positive response.

Regards,

For M/s Gaursons Promoters Pvt.Ltd.



**(Authorized Signatory)**  
 Mob-9582279254  
 Encl. as above



GAURSONS PROMOTERS PRIVATE LIMITED

Corp. Off: Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad - 201014 (U.P) India

CIN: U45200DL2006PTC157197 | Tel: +91-120-434 3333 | Toll Free: 1800 180 3052

E: customercare@gaursonsindia.com | W: gaursonsindia.com

Regd. Off: 19C, 1st Floor, Ashish Conns. Complex, Plot No-2/3, LSC New Rajbhari Enclave, Delhi-110060

## ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्लॉट नं०-01, नॉलेज पार्क-4, ग्रेटर नोएडा सिटी  
जिला गौतम बुद्ध नगर

पत्रांक: नियोजन/वीएपी०-3302(सी)/2016/1317  
दिनांक: 28/02/2016

To,

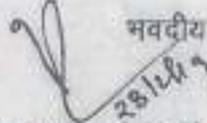
M/s Gaursons Promoters Pvt. Ltd.  
D-25 Vivek Vihar  
Delhi-110095

महोदय,

M/s Gaursons Promoters Pvt. Ltd. के मूलखण्ड संख्या GC-16/GH-03, Sector 16C ग्रेटर नोएडा पर पत्रांक:-(P/g)/BP-3302(C)/2016/4439 दिनांक 30.06.2016 तथा (P/g)/BP-3302(C)/1933/2016 दिनांक 30.03.2016 को अस्थाई कार्यपूरी प्रमाण पत्र निम्न शर्तों के साथ प्रदान की गई थी:-

1. Time extension for phase-I Completion to be Submitted
2. Necessary modification will be made in- Block-A, Block-B, Block-F, Block-G, Block-L, Block-M& Block-N. So that minimum distance from adjoining block is maintained as per building regulation.
3. Consent of NPCL required for size of meter room.
4. NOC from Concerned deptt. for operation of Swimming pool.

M/s Gaursons Promoters Pvt. Ltd. द्वारा उपरोक्त शर्तों को पूर्ण करने के उपरान्त विकासकर्ता को पत्रांक:-(P/g)/BP-3302(C)/2016/4439 दिनांक 30.06.2016 तथा (P/g)/BP-3302(C)/1933/2016 दिनांक 30.03.2016 को जारी अस्थाई प्रमाण पत्र को कार्यपूरी प्रमाण पत्र में परिवर्तित किया जाता है ।

  
भवदीय  
28/02/16  
वरिष्ठ प्रबन्धक (वास्तु)

प्रतिलिपि:- एक प्रति मानचित्र

1. महाप्रबन्धक (परियोजना) को सूचनार्थ प्रेषित ।
2. प्रबन्धक (बिल्डर्स) को सूचनार्थ प्रेषित ।
3. प्रबन्धक (सिस्टम) को सूचनार्थ प्रेषित ।

  
वरिष्ठ प्रबन्धक (वास्तु)



# उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड, ग्रेटर नोएडा

ए-1, प्रथम सल, कॉमर्शियल कॉम्प्लेक्स, बीटा-2, ग्रेटर नोएडा, गौतमबुद्धनगर  
ई-मेल : rogreaternaoida@uppcb.in, फोन/फैक्स- 0120-4259329

40

सन्दर्भ संख्या : 1500 / 1447-70/24

दिनांक : 19/3/24

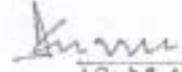
To,  
The Registrar,  
The National Green Tribunal,  
Principal Bench,  
New Delhi  
E-mail- judicial-ngt@gov.in

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 16<sup>th</sup> 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 16<sup>th</sup> 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

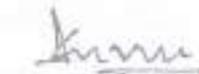
Yours Sincerely

  
19.03.2024  
(D.K. Gupta)

Regional Officer

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-I, 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

## 2.1 STATUS OF STP INSTALLED AT 16<sup>TH</sup> 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-1.

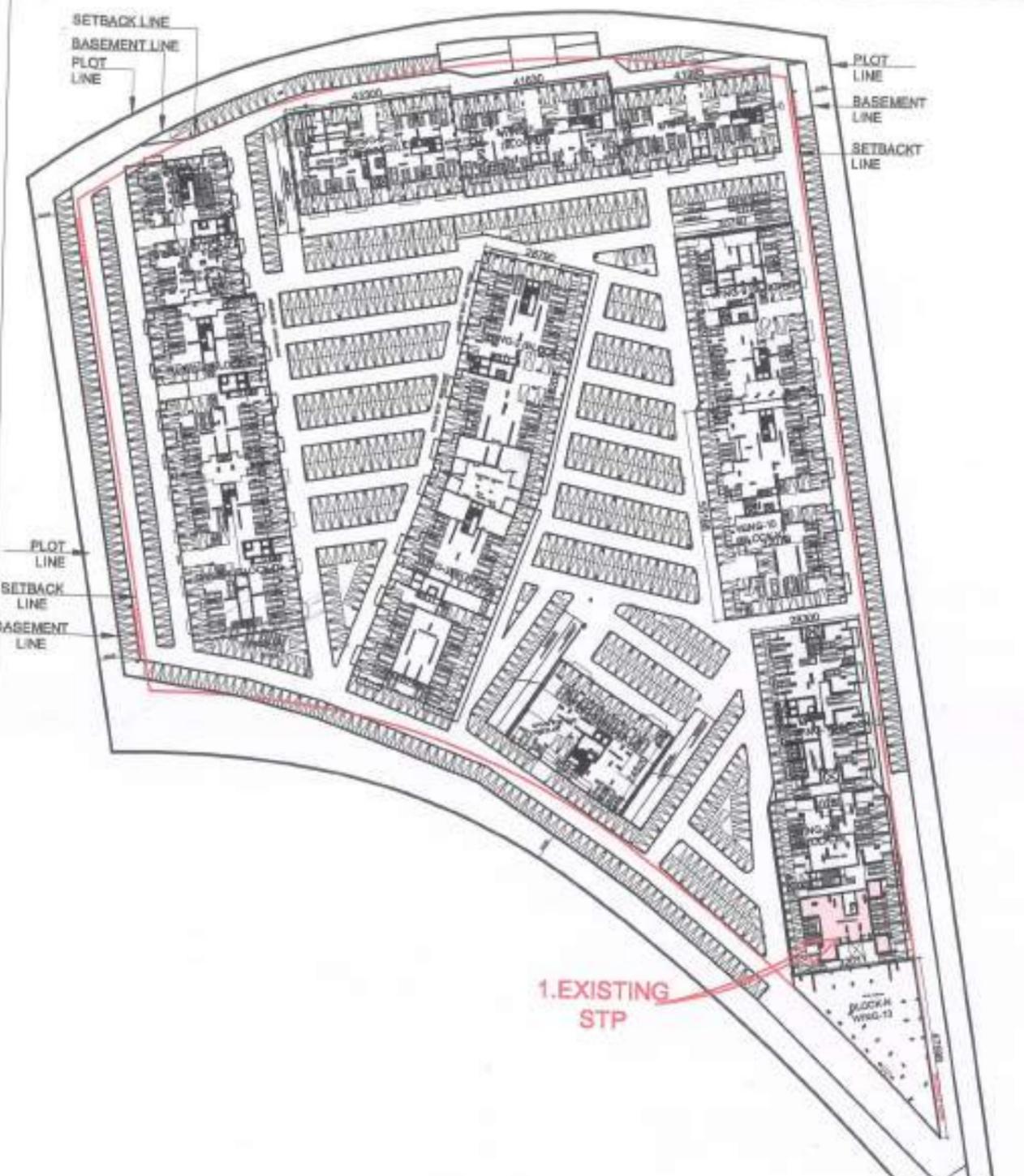
### Observation of joint committee regarding STP

- 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  $12 \text{ m}^3$  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.

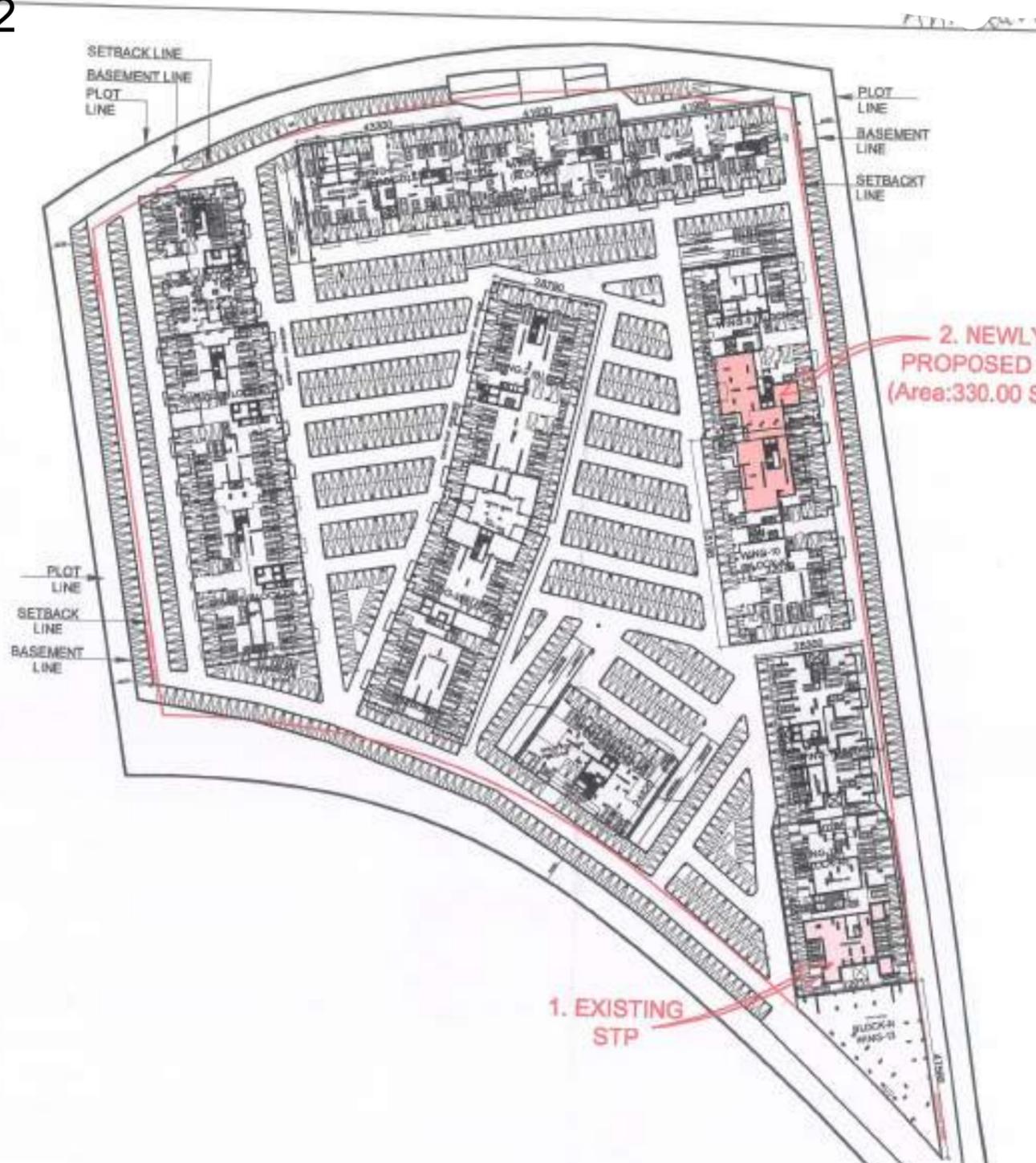
## 2.2 STATUS OF INFRASTRUCTURE RELATED TO CONNECTIVITY OF 13 TOWERS TO STP

The team inspected the sewage grid network system of all the 13 towers of 16<sup>th</sup> 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.





EXISTING BASEMENT PLAN



REVISED BASEMENT PLAN

CLIENT :- GAURSONS PROMOTERS PRIVATE LIMITED Gaur Sit Park Plot No.-1, Akhaya Khanda-5, Indirapuram, Ghaziabad	
PROJECT :- EXISTING GROUP HOUSING PROJECT, GD-18 GAUR CITY-3 AT PLOT NO. 04-3, SECTOR 18-C GREATER NOIDA	
■ COMPLETION	
TITLE :- BASEMENT PLAN	
OWNERS SIGN	ARCHITECT SIGN
BASEMENT PLAN	

CLIENT :- GAURSONS PROMOTERS PRIVATE LIMITED Gaur Sit Park Plot No.-1, Akhaya Khanda-5, Indirapuram, Ghaziabad	
PROJECT :- EXISTING GROUP HOUSING PROJECT, GD-18 GAUR CITY-3 AT PLOT NO. 04-3, SECTOR 18-C GREATER NOIDA	
■ REVISED DRAWING	
TITLE :- LOCATION PLAN OF NEWLY PROPOSED S.T.P. IN BASEMENT	
OWNERS SIGN	ARCHITECT SIGN
BASEMENT PLAN	

ANNEXURE R/11

ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण  
प्लॉट संख्या-01, सेक्टर-नौलेज पार्क-4, ग्रेटर नौएडा सिटी  
गौतमबुद्ध नगर (उ०प्र०)

पत्रांक-नियो0/2024/1251

दिनांक 27/06/2024

सेवा में,

Gaursons Promoters Pvt. Ltd.  
Gaur Biz Park, Plot No-1,  
Abhay Khand-2, Indirapuram,  
Ghaziabad-201014 (U.P.)

कृपया अपने पत्र संख्या-FTS-42747 दिनांक 24.06.2024 का सन्दर्भ ग्रहण करें, जिसमें आपके द्वारा GC-16/16<sup>TH</sup> Avenue, At Gaur City-2, Plot No-GH-03, Sector-16C, Greater Noida, पर एस०टी०पी० के निर्माण हेतु लोकेशन ब्लॉक-J व K के नीचे दिखाए हुए Revised Sanction हेतु आवेदन किया गया है।

उक्त के सम्बन्ध में अवगत करना है कि आपके द्वारा अपार्टमेंट एक्ट/रेस के प्राधिकारों के अन्तर्गत परियोजना के सहआवेदियों से उपरोक्त संशोधन पर दो दैनिक समाचार पत्रों में प्रकाशन कर आपत्ति सुझाव आमन्त्रित करते हुए भवन विनियमावली-2010 की चैक लिस्ट-1<sup>ST</sup> के अनुसार आवेदन करना सुनिश्चित करें।

keena  
27/6/2024

(लीनू सहगल)

महाप्रबन्धक (नियो0/वास्तु0)

1. Original Form-A to C-..... to C-.....
2. Revised Form-A to C-.... to C-.....
3. Buyer Consent Letter- C-.... to C-.....
4. Buyers List C-.... to C-.....
5. Affidavit Regarding to be Abided by RERA- C-.... to C-.....
6. Affidavit Regarding to be Abided by UP Apartment Act-2010- C-.... to C-.....
7. Board Resolution for Authorized Signatory C-....
8. Affidavit regarding consent C-.... to C-.....





## ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्लॉट संख्या-1, सेक्टर-नॉलेज पार्क-4,  
ग्रेटर नोएडा सिटी, गौतम बुद्ध नगर २०१०

### सार्वजनिक सूचना

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण क्षेत्र के अन्तर्गत मेसर्स गौडसन्स प्रोमोटर्स प्रा० लि० के भूखण्ड संख्या जी.सी-16/ 16वाँ एवेन्यू स्थित जी.एच.-03, सेक्टर-16सी, ग्रेटर नोएडा, उत्तर प्रदेश पर मात्र अतिरिक्त एस०टी०पी० (576 के०,ल०डी क्षमता) के निर्माण हेतु लोकेशन ब्लॉक- J व K के नीचे बेसमेन्ट में Revised Sanction हेतु आवेदन किया गया है। तत्कम में UP Apartment Act के प्राविधानों के अन्तर्गत परियोजना के आवंटियों से आपत्ति/सुझाव आमन्त्रित किये जाने का प्राविधान है।

अतः उपरोक्त परियोजना के आवंटियों द्वारा मात्र अतिरिक्त एस०टी०पी० 576 के०,ल०डी० से Revised Sanction मानचित्र के सम्बन्ध में सूचना प्रकाशित करने के 30 दिनों के अन्दर आपत्तियों/सुझाव लिखित रूप से अपने आवंटन पत्र, नाम, पता एवं दूरभाष नम्बर के साथ कार्यालय समय व कार्यदिवस में ग्रेटर नोएडा प्राधिकरण के मुख्य प्रशासनिक कार्यालय, प्लॉट संख्या-1, सेक्टर-नॉलेज पार्क-4, ग्रेटर नोएडा सिटी, गौतम बुद्ध नगर २०१० में स्थित महाप्रबन्धक नियो०/वास्तु० को सम्बोधित करते हुए आमन्त्रित किये जाते हैं।

महाप्रबन्धक (नियो०/वास्तु०)  
ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण





## ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्लॉट संख्या-1, सेक्टर-नॉलेज पार्क-4,  
ग्रेटर नोएडा सिटी, गौतम बुद्ध नगर उ०प्र०

### सार्वजनिक सूचना

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण क्षेत्र के अन्तर्गत मैसर्स गौडसन्स प्रोमोटर्स प्रा० लि० के भूखण्ड संख्या जी.सी-16/ 16वाँ एवेन्यू स्थित जी.एच.-03, सेक्टर-16सी, ग्रेटर नोएडा, उत्तर प्रदेश पर मात्र अतिरिक्त एस०टी०पी० (576 के०.ल०डी क्षमता) के निर्माण हेतु लोकेशन ब्लॉक- J व K के नीचे बेसमेन्ट में Revised Sanction हेतु आवेदन किया गया है। तत्कम में UP Apartment Act के प्राविधानों के अन्तर्गत परियोजना के आवंटियों से आपत्ति/सुझाव आमन्त्रित किये जाने का प्राविधान है।

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महाप्रबन्धक (नियो०/वास्तु०)  
ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण



**Trees list of GC-16**



### Trees Details Gc-16

S.n	Botanical name	Common name	no. of tree
1	Plumeria alba	Champa	117
2	Washingtonia filifera	Washingtonia filifera	63
3	Delonix Regia	Gulmohar	23
4	Polyalthia Longifolia	Ashok	9
5	Ficus benamina	Ficus benamina	134
6	Ficus religiosa	Pipal	2
7	Azadirachta indica	Neem	5
8	Chorisia speciosa	Semal	23
9	Tun	Tun	3
10	Phyllanthus emblica	Awla	7
11	Nyctanthes arbor-tristis	Harsingar	7
12	Mangifera indica	Aam	1
13	Roystonea regia	Bottle palm	6
14	Psidium	Guava	109
15	Holoptelea integrifolia	Chilbil	1
16	Bottle brush	Callistemon	65
17	largestonia tree	largestonia tree	10
18	Manilkara zapota	Chikoo	1
19	Punica granatum	Anar	2
<b>Total Trees</b>			<b>588</b>

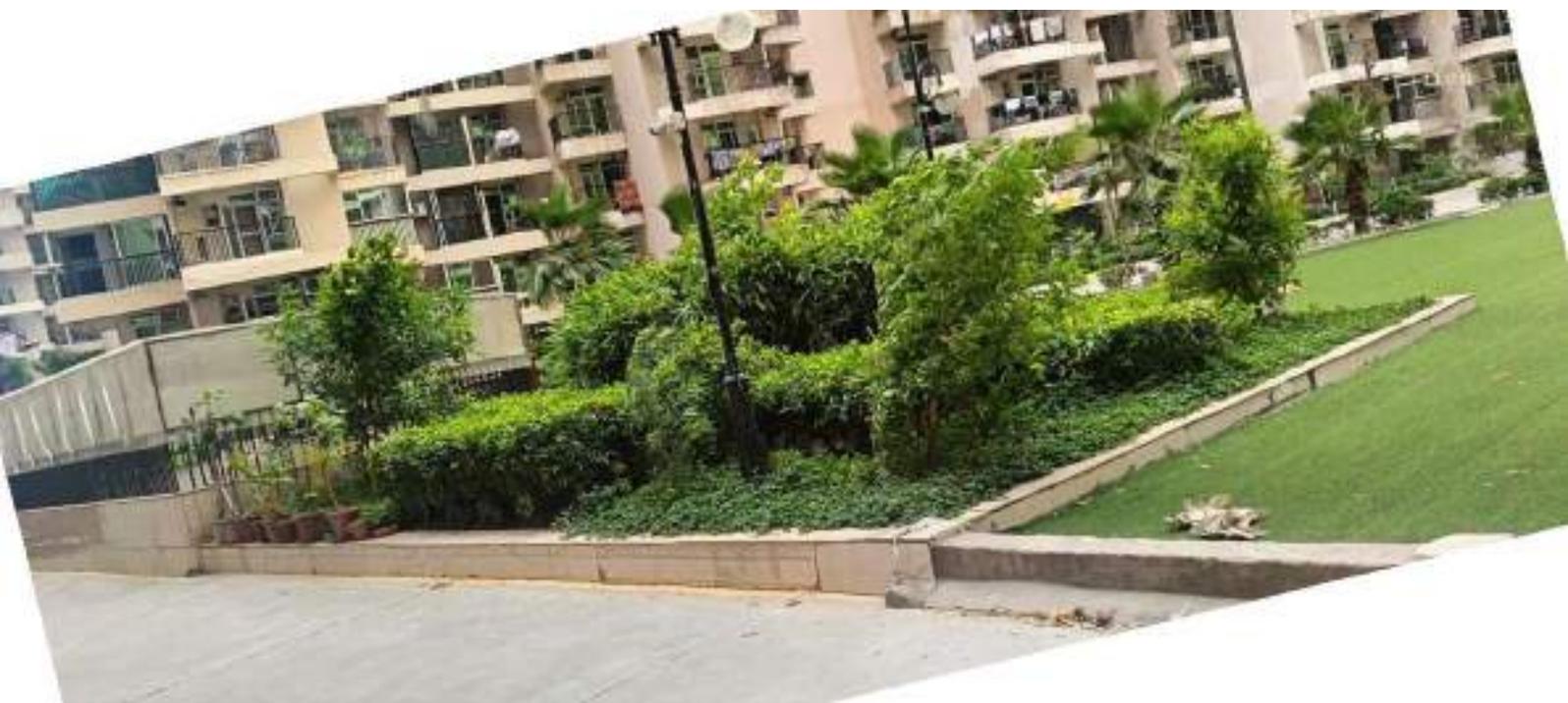
**ANNEXURE R/14  
COLLY**











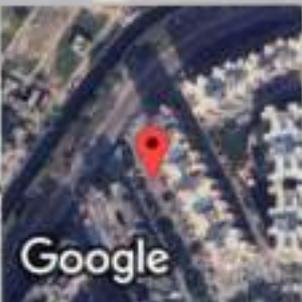


176

56



 GPS Map Camera



**Ghaziabad, Uttar Pradesh, India**

F-Block, 16th Ave, Gaur City 2, Ghaziabad, Chippyana Khurd Urf Tigri, Uttar Pradesh  
201009, India

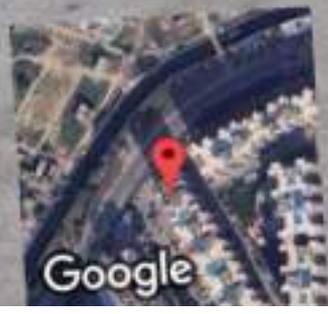
Lat 28.62362°

Long 77.421679°

24/07/24 10:31 AM GMT +05:30



 **GPS Map Camera**



**Ghaziabad, Uttar Pradesh, India**  
18040, Gaur City 2, Ghaziabad, Chipiyana Khurd Urf Tigri, Uttar Pradesh 201009,  
India  
Lat 28.623982°  
Long 77.421754°  
24/07/24 10:35 AM GMT +05:30





AREA CHART-GROUP HOUSING PROJECT AT PLOT No. GC-16 AT GAUR CITY-2 PLOT NO.GH-03 SEC.-16C,GR. NOIDA. Table with columns: SL. NO., EXISTING, COMPLETION, TOTAL, REVISED, UNITS.

TOTAL BUILTUP AREA DETAIL. Table with columns: SL. NO., COMPLETION, COMPLETION, COMPLETION, TOTAL, REVISED.

EXISTING FLOOR AREA DETAILS. Large table with columns: SL. NO., FLOOR /BLOCK, BLOCK-A through BLOCK-K, SUB TOTAL-I, ALL READY COMPLETION OBTAINED, GRANT TOTAL.

GROUND COVERAGE DETAIL. Table with columns: BLOCK - A through BLOCK - M, SUB TOTAL-II, ALL READY COMPLETION OBTAINED, EXISTING BLOCKS, GRANT TOTAL.

15%PRESCRIBED FAR DETAILS. Table with columns: SL. NO., BLOCKS, COMPLETION, COMPLETION, COMPLETION.

PARKING ( ALL READY COMPLETION OBTAINED \*\*\*\*). Table with columns: i) REQUIRED CAR PARKING, ii) EXISTING PARKING DETAIL, iii) EXISTING BASEMENT PARKING DETAIL.

LANDSCAPE AREA DETAILS. Table with columns: I) OPEN AREA, II) REQUIRED LANDSCAPE AREA, III) EXISTING LANDSCAPE AREA, IV) TREE REQUIRED.

DENSITY ACHIEVED. Table with columns: I) EXISTING/PROPOSED MAIN DUs, II) AVERAGE FAMILY SIZE, III) EXISTING/PROPOSED DUs POPOPULATION.

GREEN AREA DETAIL

ROOF TOP AREA DETAIL. Table with columns: SL. NO., BLOCK, COMPLETION, COMPLETION, COMPLETION.

EXISTING BASEMENT MECHANICAL PARKING DETAIL. Table with columns: a) TOTAL BASEMENT MECHANICAL PARKING DETAIL, b) EXISTING OPEN PARKING DETAIL.

EVERGREEN TREE and DECIDUOUS TREE. Table with columns: A) EVERGREEN TREE, B) DECIDUOUS TREE.

ARCH. FEATURE DETAILS. Table with columns: NO., BLOCKS, AREA.

NOTE-1 \* LAYOUT DRAWING ALLREADY SENCATIONED FROM GNIDA VIDE LETTER NO. PLG / (BP) 2526(S) 9185 DATED - 16/12/2016

NOTE-2 \*\*ALL READY COMPLETION OBTAINED FROM GNIDA VIDE LETTER NO. PLG / GH/ PS-1180, DATED - 19/02/2014

NOTE-3 \*\*\*\*ALL READY COMPLETION OBTAINED FROM VIDE LETTER NO.(Plg)/ BP/3302/2016/7964 DATED 27-10-2016 FROM GNIDA

NOTE-4 EXISTING ELECTRICAL LOAD 1250KVA (7 Nos.), WITH POWER BACK-UP SYSTEM, DETAILS SHOWN IN ELECTRICAL PLAN

CLIENT: GAURSONS PROMOTERS PRIVATE LIMITED. PROJECT: EXISTING GROUP HOUSING PROJECT, GC-16 GAUR CITY-2 AT PLOT NO GH-3, SECTOR 16-C GREATER NOIDA. COMPLETION DRAWING (BLOCKS-A, B, C, D, E, F, G, H, I, J & K). AREA SHEET CD-01.

ADVANCE SERVICE OF REPLY IN OCR FORMAT ON BEHALF OF R-4 I.E. GAURSONS.

60

Prince <prince@artlo.in>

Thu 8/8/2024 10:24 AM

To:sanand.cpcb@nic.in <sanand.cpcb@nic.in>;feedback@uppcb.com <feedback@uppcb.com>;authority@gnida.in  
<authority@gnida.in>;rogreaternoida@uppcb.in <rogreaternoida@uppcb.in>;DELHIOFFICE@REDLAW.IN <DELHIOFFICE@REDLAW.IN>  
Cc:Unnati <Unnati@artlo.in>

 [16TH AVENUE REPLY\\_merged \(1\)\\_1.pdf](#)

DEAR SIR PLEASE FIND ATTACHED HERewith SCANNED COPY OF REPLY IN OCR FORMAT FILED BY RESPONDENT  
NO 4 I.E. GAURSONS IN 16TH AVENUE VS GREATER NOIDA.