



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

PRAVESH KUMAR
ACC ID -UP14082504
Chamber No.22,
Tehsil Compōund, GZB.

e-Stamp

Certificate No.	: IN-UP09275363657524T
Certificate Issued Date	: 22-Oct-2021 01:53 PM
Account Reference	: NEWIMPACC (SV)/ up14082504/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1408250407811180186530T
Purchased by	: UP TOWNSHIP INFRASTRUCTURE PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: UP TOWNSHIP INFRASTRUCTURE PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: UP TOWNSHIP INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**This Stamp Paper is Part Of MOT Executed on 24/11/2021
between M/s U.P. Township Infrastructure Pvt Ltd and
Gaur – Atulyam – Apartment Owner Association.**

UP TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED

Signature
AUTHORITY



Signature

Signature
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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF TRANSFER

This memorandum of transfer (MOT) is being entered on 24th Nov 2021 at Omricon –I Greater Noida by and between UP Township Infrastructure Pvt. Ltd. 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 4th Oct 2021 Mr. Ashish Sharma s/o Sh Vinod Sharma on the First part as per Annexure A.

And

"GAUR ATULYAM- APARTMENT OWNERS ASSOCIATION" (Regd. No. GBN/00387/2021-2022) a registered society under Societies Registration Act herein after called "GA-AOA" which shall include its executors, administrators, Office Bearer and assigns through its current President Sh. Awadhesh Kumar Singh & Secretary Sh. Deepak Kumar on second part as per board resolution dated 21st Nov 2021 as per annexure B.

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

RECITALS

- A. WHEREAS Company as UP Township Infrastructure Pvt. Ltd. constructed the building called "GAUR ATULYAM" situated at Plot No. GH-01 A, Sector- Omricon-1, Gautam Budh Nagar, U.P and sold the apartments, convenient shops & Informal units to various buyers & now will handover maintenance of common areas to second party "GAUR ATULYAM APARTMENT OWNERS ASSOCIATION" called GA-AOA to run the society including convenient shops & informal units.
- B. AND WHEREAS, GA-AOA, is the registered body of the Apartment/Flat Owners of the building GAUR ATULYAM situated at Plot No. GH-01 A, Sector-Omricon-1, Gautam Buddha Nagar, U.P, GA-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 "GAUR ATULYAM" either by themselves or through the duly appointed agency till the same is transferred to duly constituted Apartment Owners Association of the Society.
- D. AND WHEREAS, the Company agrees that all the work as per details given in enclosed Annexure E and prepared on the basis of mutual understanding jointly by the representatives

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UP TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED

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of the company and GA- AOA will be completed by the company by the time line specified in the Annexure.

E. AND WHEREAS, the GA-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 GAUR ATULYAM. Which includes residential towers, convenient shops and informal sector. The independent area shall not be handed over to GA-AOA.

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

Pannu Kumar

G. AND WHEREAS, the company fulfils all conditions mentioned in occupancy certificate issued by GNIDA for "GAUR ATULYAM"

Now this MOT witness and recites as follows:-

1. That the effective date of transfer of common area and facilities maintenance will be 1st Dec 2021.
2. IFMS (Interest Free Maintenance Security) and AoA membership fee, collected by Promoter from all residents at the time of possession, will be transferred in the name of GA-AOA, (After deduction of NPCL Security deposited with department, Negative balance of flat holders who are defaulter for less than two months after adjustment from positive balance, IFMS and AOA membership fee of defaulters with arrears of minimum two or more than two months as on the date of MOT, after the details in this regard are accepted by both sides. All negative balances of above flat holders who are defaulter for 2 months or more than two months shall be recovered by the promoter The GA-AOA further agrees that till the time all dues of defaulters are not recovered and NOC is not issued by the builder, GA-AOA shall not facilitate and attend any complaint of defaulters which includes non-attending of complains by electrician, plumber, disconnecting intercom facilities, no delivery of couriers etc. The total IFMS amount (approximate Rs. 3.9 Cr.) shall be transferred to AOA in six equal monthly installments where first installment shall be released on within 3 days from the date AOA starts taking maintenance in their bank account. And balance shall be transferred in 5 equal monthly installments via PDC cheques. The IFMS of flatholders who are residing as on date shall be transferred within 6 months from date of MOT provided AOA helps in recovery of outstanding dues. The balance of unpossessed flats will be recovered by the promoters.
3. The Promoter shall provide the details of IFMS with names of clients along with unit nos.

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4. The Promoter shall provide the details of AOA Membership fees with names of clients along with unit nos.
5. Inventory and Assets list of all common area of GAUR ATULYAM Apartment to be shared with GA-AOA as agreed.
6. Existing Facility service provider will support the AOA till handover, provided the salary of staff will be borne by AOA from the MOT Date.
7. That the Company certifies/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 as required. The Company has already obtained the Occupancy Certificate along with copy of all the permissions/No objection Certificates obtained from Government Authorities wiz; UP pollution control board, Environmental clearances, fire-fighting, electricity department and lifts as per "Annexure F "and have been provided to GAUR ATULYAM (GA-AOA). *ADTS*
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8. That the Company will be responsible for any legal and financial violation up to the date of handover while GA-AOA will be responsible for any such violation made by GAUR ATULYAM GA-AOA after handover provided it is not attributable to the company. *Panayik*
9. That the handover of entire common areas of the building (residential + Informal sector + Convenient shops) as shown in the declaration Form 12A and as per Map sanctioned in GNIDA tripartite registry document of residents shall be handed over to the GA-AOA. Promoter will mandatorily provide valid NOC/clearing certificate, if not provided earlier, during handed over cycle agreed between Promoter and GA-AOA. The process of handing over/taking over format would be duly signed and stamped by authorized representatives of the both Promoter and GA-AOA. As common area maintenance of convenient shops and informal sector shall be collected by GA-AOA so all services including fire, lifts, electricity, STP, garbage etc shall be taken care by GA-AOA and there shall be no interruption in services by GA -AOA.
10. The unsold apartments/informal units/convenient shops, unsold/vacant parking's, school, crèche and other independent area specified in dead of declaration (12A) shall continue to be the property of the Promoter, who shall be entitled to dispose-off the same in a bonafide manner. Promoters, its authorized representatives, agents successor (s) shall be allowed free access to these areas in the society. For the independent areas (if unsold or not-let out), maintenance shall not be paid by the promoter till the same area is not leased out or sold out. After that, maintenance shall be paid as per agreed rates between both the parties i.e owner/lessee and AOA. GA- AOA shall provide all services as given to other residents without any interruption on entry and exit.
11. That all equipment and machineries like lifts, generators, firefighting equipment, pumps, electrical transformer, etc. , will be handed over to GA- AOA in adequate & running condition

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on date of complete handover. Maintenance and/ or replacement of these equipment's will be the sole responsibility of GA-AOA and company/promoter shall not be responsible for any defect / fault found after the date of transfer. Further GA-AOA is to ensure that the maintenance of lifts, generators and other equipment will be done by the original equipment manufacturer only. In case any of independent area is already sold out, in that case GA -AOA shall honour and bound by terms of this document in terms of maintenance.

12. The Promoter agrees to share main and DG load distribution for all apartments with GA-AOA on or before the date agreed in Point 1. (Annexure G)

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13. The promoter is responsible for the Infrastructure for Multi Point connection and the residents shall be individually responsible for their connections and its respective payments for usage. After handover, all infrastructure shall be maintained by GA- AOA. The Promoter ensures to augment the infrastructure upto 4000 KVA (2 TRF of 2000KVA) at its own cost by 31st Jan 2022

Pamaj Kumar

14. The Promoter ensures to provide new DG set of 2000 KVA for power back up on the date of handover or by 15 January 22. Till that time the service and maintenance cost of the existing DG Sets will be borne by builder. Cost of 2 Operators for operating DG will be borne by the AoA.

15. Details of the major equipment's along with the details of their current AMCs and NOCs as per attached Annexure-H, will be provided to GA-AOA.

16. The Promoter must share the details of each flat owner and their parking details as per Annexure I on or before the date agreed in Point 1.

17. The Promoter is responsible for any service level agreement entered into with anybody by them or their representatives and clearance of their dues up to the date of transfer. Lift AMCs will be valid till the date of transfer and thereafter a fresh agreement will have to be made between GA-AOA and the lift vendor.

18. The Promoter will be solely responsible for any dues or liabilities related to any third- party services on or before date mentioned in Point 1. The promoter is liable to settle the same on or before the date of MOT.

19. Any duly authorized representative of the Promoter, who requires access to GAUR ATULYAM Apartment, would need prior intimation to GA-AOA. GA- AOA will have no right to refuse the entry of our authorized representative.

20. The Promoter is responsible for any dispute/pending case(s) on or before the date of physical

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31. The list of all relevant documents and drawings are attached as Annexure-L and the same will be handed to GA-AOA.

32. Any claim, dispute or difference relating to or arising out of this MOT Agreement shall be referred to the arbitration, of a sole arbitrator appointed with mutual consent. 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. Both the parties reserve the right to pursue the unresolved issues not settled by this MoT by suitable channels.

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33. The annexure/checklist mutually prepared is part of the MOT and both parties (Promoter and GA-AOA) agree to honor the same. (Annexure E). Physical assets will be transferred later as per agreed schedule after verification of the equipment and assets. In case of delay or default as per agreed date, the AOA will be free to get the work done and the expenditure involved will be borne by the promoters

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34. The Promoter declares that it shall promptly co-operate with the association in case any issue arises in future pertaining to the Group Housing Complex.

35. In witness thereof both the parties have signed this Memorandum of transfer on this 24th Nov 2021.

For UP TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED

FIRST PARTY
(The Company)

[Signature]
AUTHORISED SIGNATORY

For UP TOWNSHIP INFRASTRUCTURE(P) LTD

Authorized Signatory

Witness-UP TOWNSHIP (P) Ltd.

SECOND PARTY
(The GA-AOA)



[Signature]

For GAUR ATULYAM- AOA

[Signature]
President

Secretary *[Signature]*

Witness - GAUR ATULYAM AOA

10	Swimming pool will be handed over to AOA in functional state.	Facility	13 December 2021
11	All the common toilets/washrooms should be in proper condition and functional.	Civil	28 January 2022
12	Fire Exit Gate Work (adjacent to Commercial & A Tower) Should Complete & Guard Room should be Install as per drawing.	Civil	28 November 2021
13	Gaursons will provide/ handover all the existing swings in working condition as per brochure.	Civil	13 December 2021
14	Gaursons will provide/handover the club and gym in proper manner as per brochure. All the ACs, lights will be repaired and replaced to ensure the proper function. Outside railing will be repaired and roof/walls will be repaired for seepage and water leakage.	Facility	28 December 2021
15	OWC System will be handed over to AOA in functional state with specified capacity as per norms.	Facility	28 December 2021
16	STP System will be handed over to AOA in functional state with specified capacity as per norms.	Facility	28 December 2021
17	Solar Panel of 50 KW (as per brochure) is already installed and running through the LT panel - it will be handed over in functional state	Electrical	13 December 2021
18	Rain WATER HARVESTING System handed over to AOA in functional state as per drawing/brochures/norms.	Civil	13 December 2021
19	Gaursons will provide 2000 kva DG (not CNG/Not PNG)	Electrical	12 February 2022
20	All the fire duct Should be in regular working condition	Electrical	28 December 2021
21	TPN and 3 phase electrical wiring will be provided wherever required as per Facility record. Builder will provide the TPN, wire and the labour cost (Rs 500/flat) to the AoA for the flats if promoter fail to add the TPN/Wire	Electrical	12 January 2022
22	Separate Connection will be provided for commercial (shops)	Electrical	12 December 2021
23	Gaursons will hand over the fire system in functional state- (All Fire Alarm panel, Fire Extinguisher riffling, Hydrant system, FHC shaft etc). All the compliances NOCs will be verified at the time of handover.	Facility	12 January 2022
24	All Electrical poles will be handed over in functional state with proper dressing and numbering	Electrical	28 December 2021
25	Entrance Lobby waiting area will be handed over with Fan, Intercom and Camera in functional state. Area will be verified with the brochure/specification.	Facility	13 December 2021

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FOR UP TO DATE INFORMATION PLEASE VISIT

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26	Navigation Signage in basements and ground floor, pet Animals / Dog instructions- 4 nos siganes will be given (size- 12x12). Parking U-Turn must be having some space & Direction (One-way) in Marking	Facility	28 December 2021
27	SOCIETY TEMPLE Should be hendedover to AOA. walls/floors/roof will be repaired and painted wherever required. Idols Features shall be repainted if feasible.	Facility	
28	Authority Water Connection will be arranged for GA	Facility	28 December 2021
29	Water overflow prevention sensors must be installed and functional in all the overhead water tanks.	Facility	13 December 2021
30	Unpossessed/unsold flats temp door are to be fixed properly in all remaining flats.	Facility	30 December 2021
31	Visitors & Disabled parking will be given as per brochure	Facility	13 December 2021
32	First AID kit will arrange at Club, Temple, S.pool, Security Gate (4 nos)	Facility	13 December 2021
33	AOA- office with 5 new table, 10 new revolving office chairs, 1 desktop pc, 1 AC, 1 water dispencer, 1 Printer with scanner will be handed over to AOA. 50 plastic chairs will be provided for meeting purpose.	Facility	10 December 2021
34	Wheel Chair (2 nos) should be kept in the facility office	Facility	13 December 2021
35	Floring Net and WPC Designed Sheet/Wall, of Basketball court, Tennis couft and Cricket pitch will be repaired and replaced wherever is required	Facility	15th Jan 2022
36	Budget of 2 lakh has been sanctioned for paint of tennis court and basket ball court	Facility	31st Dec 2021
37	All the open holes of dranaqe point of I block will be filled	if feasible then we will see	

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THE APARTMENT OWNERS ASSOCIATION LIMITED

Signature
 AUTHORIZED SIGNATORY



Signature

CERTIFIED TRUE COPY OF THE EXTRACTS OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON MONDAY THE 04th DAY OF OCTOBER, 2021 FROM 10.30 A.M. TO 10.50 A.M. AT THE CORPORATE OFFICE OF THE COMPANY AT GAUR BIZ PARK, PLOT NO-1, ABHAY KHAND-II, INDIRAPURAM, GHAZIABAD.

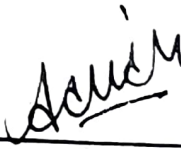
RESOLVED THAT Mr. Ashish Sharma ,Authorised Signatory of the Company be and is hereby authorized to sign MOT/LOI/MOU/Lease/Rent agreement,sub lease agreement, Client Addendum for respective Client on behalf of the Company.

RESOLVED FURTHER THAT Mr. Ashish Sharma ,Authorised Signatory of the company be and is hereby authorized to sign ,execute, all the agreements, papers, resolutions, etc. as may be required for the above said purpose.

Resolved Further that specimen signature of Mr. Ashish Sharma have been attested by the director/company secretary of the company for giving effect to the aforesaid resolution.

**Certified true copy
For UP Township Infrastructure Private Limited**


**Manoj Gaur
Director
Din-00582603**


**(Signed and accepted)
(Ashish Sharma)**


**(Signed and Attested)
(Manoj Gaur)**