

FORM C

[See rule 6(1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Act to the following project under project registration number
UPRERAPRJ14784

Project Name : OXIRICH SQUARE ONE

Project Address : Tehsil - Ghaziabad, District - Ghaziabad

1. OXIRICH CONSTRUCTION PVT LTD firm / society / company / competent authority having its registered office / principal place of business at 913, 9TH FLOOR, ARUNACHAL BUILDING, BARAKHAMBA ROAD, NEW DELHI-110001 .

2. This registration is granted subject to the following conditions, namely:-

- (i) The Promoter shall enter into an agreement for sale with the allottees in the form to be prescribed separately;
- (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;
- (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for the purpose as per sub clause (D) of clause (1) of sub-section (2) of section 4;
- (iv) The registration shall be valid for a period of 5 years commencing from 06-01-2018 and ending with 30-06-2023 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
- (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;

3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

This is system generated certificate, need not require any signature, however authenticity of the certificate can be Verified any time on the website by registration no.

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- (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for the purpose as per sub clause (D) of clause (1) of sub-section (2) of section 4;
- (iv) The registration shall be valid for a period of 4 years commencing from 01-01-2018 and ending with 31-12-2022 unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
- (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;

3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

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S. No	Document Name	Document Date
1	Pan Card	28/3/2006
2	MOA	03-05-11
3	Agreement for construction	09-08-11
4	Addendum to agreement	04-01-13
5	Height NOC	19-7-2013
6	Block Sale & Transfer Agreement	25-07-13
7	GPA in favour of S.V Liquor	17/4/2014
8	Development cum collaboration agreement	20/4/2014
9	SPA in favour of Oxirich	06-05-14
10	Supplementary Agreement b/w OCPL & NCL	01-07-17
11	GPA b/w OCPL & NCL	01-09-17
12	SPA b/w OCPL & NCL	01-09-17
13	Sanction Letter	27/7/017
14	Structure Safety Certificate	28/11/2017
15	Fire NOC	28/11/2017
16	Receipt (Far purchase fee)	15/12/2017
17	Drawing Sanction Letter	26/12/2017
18	RERA	01-01-18
19	Receipt (1,11, 91,000)	18/5/2018
20	EC	31/12/2020

परिक्षेत्र :

दिनांक: नवम्बर १२ २०१७.

गजियाबाद ।

महोदय,

भवन की संरचना- कुल प्लॉट एरिया-43,028.00 वर्ग मी० है, जिसको गाजियाबाद विकास प्राधिकरण द्वारा दिनांक: 20-12-2011 के माध्यम से उत्तर टी. डी. प्लॉट-03 तल एवं टावर टी-6को बेस0+स्टिट्ट एवं 11 तलों तक स्वीकृत किया गया है। जिसमें संशोधन के उपरान्त प्रस्तावित टायर-05 एवं 06 का प्लॉटमाईने विवरण निम्नवत है:-

क्र०स०	तलो का विवरण	प्रस्तावित कवर्ड एरिया वर्ग मी० (ब्लॉक-05)।	प्रस्तावित कवर्ड एरिया वर्ग मी० (ब्लॉक-06)।
01	स्टिप्ट	—	661.00
02	शूलतल	332.24	—
03	अपर ग्राउण्ड	—	621.00
04	प्रथम तल	418.42	621.00
05	द्वितीय तल	418.42	621.00
06	तृतीय तल	418.4	621.00
07	चतुर्थ तल	418.4	621.00
08	पाँचवा तल	418.4	621.00
09	छठवा तल	386.60	621.00
10	सातवा तल	340.13	621.00
11	आठवा तल	261.33	621.00
12	नौवा तल	238.30	621.00
13	दसवा तल	196.27	621.00
14	ग्यारहवा तल	196.27	—
15	बेसमेन्ट	781.4	1393.23
16	भवन की ऊँचाई:-34.95 मीटर।		

भवन का अधिमोग विवरण:- प्रस्तावित भवन का अधिमोग आवासीय अपार्टमेंट (एन0बी0सी-2016 आवासीय श्रेणी ए0-4) के अन्तर्गत वर्गीकृत किया गया है।

ढांचागत व्यवस्था:-

1-पहुँच मार्ग:- भूखण्ड के सामने गागचित्रों में रोड की चौड़ाई 18.00 मी० मानको के अनुसार अंकित की गई है, जो भवन विनियमावली के मानको के अनुसार है। प्रवेश/निकास द्वार जिनकी चौड़ाई 04.50 मी० एग०बी०सी० मानक के अनुसार प्रस्तावित है।

2-सैटबैक: प्रस्तावित भवन के मानचित्रों में अग्निशमन वाहनों की आवश्यकताओं हेतु भवन के चारों ओर 06-06 मी० गोटरेबुल हार्ड सर्फेस पार्क प्रदर्शित है। जिनका सैटबैक हार्ड सर्फेस युक्त एवं अद्वितीय मुक्ता स्लॉट स्थापित किया जाना अनिवार्य होगा, जिसमें किसी प्रकार का स्थाई/अस्थायी निर्माण कार्य एवं पार्किंग अनुमति नहीं दी जाएगी।

(अमन शर्मा) विवेक ठाई र
उप विवेक ठाई कायर सुर्विस
मेरठ, मेरठ, मेरठ

3-निकास मार्ग:- प्रस्तावित भवन के प्रत्येक ब्लॉक/टावर में 02 अदद स्टेयरकेस जिनकी चौड़ाई 01.50 मी० प्रत्येक प्रस्तावित है, तथा टावर-06 के बेसमेंट में 02 स्टेयर एवं टावर-05 के बेसमेंट में 01 स्टेयर व 01 रैम्प प्रस्तावित है। जिनकी फ्लोर के समस्त स्थानों से ट्रेवलिंग डिस्टेंस अधिकतम अनुमन्य सीमा के अन्तर्गत है तथा एक स्टेयर को फायर टावर के रूप में निर्मित किया जायेगा।

4-रिफ्यूज एरिया:- भवन में रिफ्यूज एरिया हेतु प्रत्येक फ्लैट में बालकनी का प्राविधान है जो एन०बी०सी० मानक के अनुसार है।

अग्निशमन सुरक्षा व्यवस्था:- प्रश्नगत भवन में एन०बी०सी० 2016 के अनुसार निम्नांकित अग्निशमन व्यवस्थाएँ कराया जाना प्राविधानित है।

1-होजरील मय डाउनकामर:- प्रस्तावित भवन में प्रत्येक ब्लॉक/टावर के प्रत्येक तल पर होजरील लैण्डिंग वात्व, का प्राविधान एन०बी०सी० मानकों के अनुसार प्राविधानित है।

2-टेरिस टैंक:- प्रत्येक ब्लॉक/टावर की प्रत्येक टेरिस पर टेरिस टैंक क्षमता 25,000 हजार ली०, स्थापित कराया जाना एन०बी०सी० मानक के अनुसार प्राविधानित है।

3-टेरिस पम्प:- प्रस्तावित भवन के प्रत्येक ब्लॉक/टावर की प्रत्येक टेरिस पर टेरिस पम्प 900 एल०पी०एम० क्षमता का एन०बी०सी० मानक के अनुसार प्राविधानित है।

4-भूमिगत:- प्रश्नगत भवन में भूमिगत टैंक एन०बी०सी० मानक के अनुसार वांछनीय नहीं है।

5-पम्पस:- प्रश्नगत भवन में एन०बी०सी० मानक के अनुसार वांछनीय नहीं है।

6-वेटराइजर:- प्रश्नगत भवन में एन०बी०सी० मानक के अनुसार वांछनीय नहीं है।

7-यार्ड हाईड्रैण्टस:- प्रश्नगत भवन में एन०बी०सी० मानक के अनुसार वांछनीय नहीं है।

8-आटोमेटिक सिंकलर सिस्टम:- प्रश्नगत भवन के बेसमेंट में एन०बी०सी० मानक के अनुसार वांछनीय है।

9-आटोमेटिक डिटेक्शन एण्ड एलार्म सिस्टम:- प्रश्नगत भवन में एन०बी०सी० मानक के अनुसार वांछनीय नहीं है।

10-मैनुवल आपरेटिड इलैक्ट्रिक फायर एलार्म सिस्टम:- सम्पूर्ण भवन के समस्त टावरों में मैनुवल आपरेटिड इलैक्ट्रिक फायर एलार्म सिस्टम एन०बी०सी० मानक के अनुसार प्राविधानित है।

11-प्राथमिक अग्निशमन उपकरण (फायर एक्सटिंग्यूशर):- प्रस्तावित सम्पूर्ण भवन में निर्माण के उपरान्त फायर एक्सटिंग्यूशर आई०एस०- 2190 के अनुसार प्राविधानित किया जाना है जो मानक के अनुरूप है।

12-स्मोक एक्स्ट्रक्शन:- प्रश्नगत भवन में एन०बी०सी० मानक के अनुसार वांछनीय है।

13-प्रेशराइजेशन:- प्रश्नगत भवन में एन०बी०सी० मानक के अनुसार वांछनीय नहीं है।

14-एग्जिट साईनेज:- सम्पूर्ण भवन के समस्त टावरों में एग्जिट साईनेज एन०बी०सी० मानक के अनुसार वांछनीय है।

15-पी०ए० सिस्टम:- सम्पूर्ण भवन के समस्त टावरों में पी०ए० सिस्टम एन०बी०सी० मानक के अनुसार वांछनीय है।

16-प्रश्नगत भवन में इमरजेंसी/स्केप लाइटिंग एन०बी०सी०-2016 पार्ट-4 में उल्लेखित प्राविधानों के अनुसार कराया जाना आवश्यक होगा।

17-भवन में निर्माण के पश्चात व उपयोग से पूर्व भवन में अधिष्ठापित अग्निशमन प्रणाली के कुशल संचालन व सदैव कार्यशील बनाये रखने हेतु एन०बी०सी० पार्ट 4 में उल्लेखित मानकों का पालन अनिवार्य होगा।

18-भवन के सम्पूर्ण अग्निशमन प्रणाली फायर लिफ्ट, स्टेयरकेसों व कोरीडोर की लाइटों को वैकल्पिक उर्जा स्रोत से पृथक विद्युत लाइन संयोजित किया जाना आवश्यक होगा।

उपरोक्त के अतिरिक्त निर्माण कार्य के उपरान्त अग्निशमन व्यवस्थाओं को वैकल्पिक विद्युत आपूर्ति के स्रोत से संयोजित किया जाना एवं इसके संचालन हेतु प्रशिक्षित स्टाफ रखा जाना अनिवार्य होगा तथा आवासीय भवन में फायर ड्रिल, अग्निशमन पद्धति का अनुश्रवण व सावधि अग्नि सुरक्षा लेखा परीक्षा करवाई जानी मानकों के अनुसार वांछनीय होगी यदि किसी प्रकार का अतिरिक्त निर्माण कार्य कराया जाता है तो उसके लिए अग्निशमन विभाग अलग से स्वीकृति प्रदान करेगी अनिवार्य होगी।

अतः उपरोक्तानुसार आख्याओं के आधार पर प्रश्नगत भवन मैसर्स निहो कन्स्ट्रक्शन लि० द्वारा खसरा नं०-527/4, 528, 549, 550, 551, 552, 553, 554, 556, 557, 558, एवं 559 ग्राम मोहउददीनपुर कनावनी जनपद गाजियाबाद उ०प्र० पर प्रस्तावित "निहो स्कोटिश गार्डन" ग्रुप हाऊसिंग भवन के (टावर नं०-05 एवं 06) के निर्माण हेतु रिवाइज्ड मानचित्रों की अनुज्ञा हेतु प्रोवीजनल अनापत्ति प्रमाण पत्र इस शर्त के साथ निर्गत किया जाता है कि आवेदक द्वारा भवन/इकाई में अग्नि से सुरक्षा सम्बन्धी सभी प्राविधान भवन निर्माण एवं विकास उपविधि-2010 तथा नेशनल बिल्डिंग कोड ऑफ इण्डिया-2016 में उल्लेखित मानकों के अनुसार उन्मुख जायेंगे तथा भवन के निर्माणोपरान्त भवन का प्रयोग करने से पहले भवन में अग्नि से सुरक्षा व्यवस्थाएँ मानकों के अनुसार स्थापित कर उनका निरीक्षण/परीक्षण अग्निशमन विभाग से कराकर स्थाई अग्निशमन अनापत्ति प्रमाण पत्र प्राप्त किया जायेगा अन्यथा निर्गत किया जा रहा भवन निर्माण हेतु आवश्यक अनापत्ति प्रमाण पत्र नहीं ही निरस्त समझा जायेगा।

संलग्नक: मानचित्र।

(अग्नि शमन)
निदेशक, फायर सर्विस
मैसर्स, सारिकोत्र, पाली

प्रतिलिपि: 1-संयुक्त निदेशक, फायर सर्विस उ०प्र० लखनऊ को सादर सूचनार्थ।

2-मुख्य अग्निशमन अधिकारी जनपद गाजियाबाद को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

3-अग्निशमन अधिकारी वैशाली, गाजियाबाद को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

4-मैसर्स निहो कन्स्ट्रक्शन लि० द्वारा खसरा नं०-527/4, 528, 549, 550, 551, 552, 553, 554, 556, 557, 558, एवं 559 ग्राम मोहउददीनपुर कनावनी जनपद गाजियाबाद उ०प्र० को उक्त के सन्दर्भ में अनुपालनार्थ।



भारतीय प्रौद्योगिकी संस्थान रुड़की
INDIAN INSTITUTE OF TECHNOLOGY ROORKEE

सिविल अभियांत्रिकी विभाग
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No. CED/MAI/TCS/07B

Dated: 25th Nov. 2017

To

Tulip Consultancy Services
C-280, Sarita Vihar, New Delhi-110076

SUB: Proof Checking of the Structural Design and Drawings of Proposed Group Housing Project "Oxirich Avenue" Building O5 and O6 Located at Khasra Nos. 527/4, 528, 549 to 554 and 556 to 559 Niho Scottish Garden at Village Mohidinpur Kanawani, Indirapuram, Ghaziabad

REF: Structural Design and Drawings Submitted by the Structural Design Consultants ACECON Engineers, New Delhi

The submission structural drawings and calculations for structural design of proposed residential buildings (O5 and O6) at village Mohidinpur Kanawani, Indirapuram, Ghaziabad as per the design carried out in ETABS software have been checked. The corrections if required have been made in the structural drawings. The structural design as shown in the designed drawings signed by IIT Roorkee is stable and is in compliance with the relevant Indian Standard for the design of RCC Structures; IS456 2000.

The responsibility of the Indian Institute of Technology Roorkee shall be limited for checking the structural design calculations and drawings only.


M. A. IQBAL

Associate Professor

M. A. Iqbal
Associate Professor
Department of Civil Engineering
Indian Institute of Technology Roorkee
Roorkee-247 667, Uttarakhand, INDIA



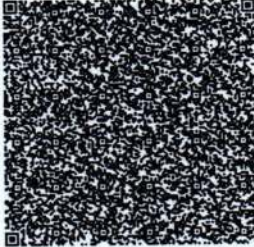
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL90376469955934L
Certificate Issued Date	: 14-Mar-2013 12:16 PM
Account Reference	: IMPACC (IV)/ dl776103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77610380413706572371L
Purchased by	: NIHO CONSTRUCTION LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0
	(Zero)
First Party	: NIHO CONSTRUCTION LTD
Second Party	: OXIRICH CONSTRUCTION PVT LTD
Stamp Duty Paid By	: NIHO CONSTRUCTION LTD
Stamp Duty Amount(Rs.)	: 50
	(Fifty only)



Please write or type below this line.....

ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT is executed at Delhi on this 1st day of April 2013.

BY AND BETWEEN

M/s Niho Construction Ltd a company incorporated under the companies act 1956, having its registered office at X-22 Hauz Khas 1st Floor New Delhi thru its duly authorized signatory Mr. Deepak Kapil vide resolution dated 26th Feb 2013. (Hereinafter referred to as the First Party)
AND

M/S OXIRICH CONSTRUCTIONS Pvt. Ltd having Regd. Off at 21, Satya Niketan New Delhi - 110021 through its Director **Mr. Vikas Dua** who is authorized vide Board resolution dated 28th day of February 2013 (Hereinafter referred to as the Second Party).

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-regional Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site www.shcilstamp.com.

DIRECTOR



Whereas the parties herein above entered into MoU dated 21 Feb. 2011 followed by Agreement for Construction dated 08 Sep 2011 agreement dated 15 Sep 2011 (here in after collectively referred to as agreements) in respect to property bearing khasra nos. 550 (part) 551 (part) 554 (part) 556 (part) situate lying and being at Village Mohiudinpur Kanwani District, Ghaziabad. forming part of the project Scottish Gardens at Indirapuram being developed by the First Party.

And whereas the Second Party is entitled to 56% share of the total saleable area on the subject parcel of land by virtue of the clause No.42 of the aforesaid collaboration agreement dated 08th September 2011.

And whereas tentative allocation of the units falling to the share of both the parties have been incorporated in the annexure III of the said agreement.

And whereas First Party have on the basis of plans approved by GDA affirmed that 176 no. can be constructed as per the plans approved and units that can be constructed by payment of compounding charges in buildings O1, O2, O3 and O4 (herein after referred to as buildings) vis a vis 240 tentatively allocated as per the annexure III of the said agreement.

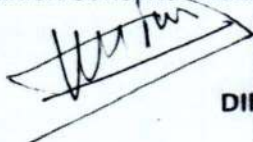
And whereas the Second Party is apprehensive of the fact whether the tentative saleable area as per the schedule III of the agreement shall at all be approved by the GDA.

And whereas therefore the Second Party has insisted to renegotiate terms of the said agreements by amending the terms restricting no. of units that shall be constructed in the said buildings as part of the agreement to 176 units only.

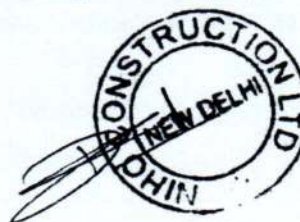
AND WHEREAS the parties have decided to modify and supplement certain terms and conditions relating to the said agreement dated 8.9.2011 and supplementary agreement dated 15 Sep 2011 by incorporating/substituting the following clauses:

1. The revised allocation of units shall be 61.82 and 114.18 in favour of the owners and developers respectively. Details of the units revised are as per the Schedule I (A) to this supplementary agreement.
2. The compounding charges/penalties payable to GDA shall be borne by First Party to the extent of additional FAR of 3923 sq.mts. and by the Second Party towards all other compounding/penalty charges demanded by GDA in respect of the said no. of flats.

For OXIRICH CONSTRUCTION PVT. LTD.



DIRECTOR



3. The entire amount of Security deposit of Rs.12.92 crores shall be paid by Second Party on or before 30th April, 2013.

4. The refund stages of refundable security deposit paid by second party to first party be changed for the first two stages as follows:

Stages	As per collaboration Agreement Dt. 08-09-2011	Revised Stages as per Addendum Dt. 1 st April, 2013
1 st Stage	Rs. 2.55 crore at Completion of Structure work upto 6 th Floor.	Rs. 2.55 crore at Completion of Structure work upto 4 th Floor.
2 nd Stage	Rs. 2.55 crore at Completion of Structure work upto 12 th Floor.	Rs. 2.55 crore at Completion of Structure work upto 9 th Floor.

5. The construction period and grace period as defined in para 18 of the said agreement shall be proportionately reduced to Construction period 27 month and 3 month grace period from 1st April 2013 in terms of no. units originally to be constructed and now to be constructed.

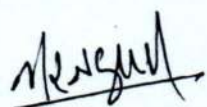
6. That the other terms and conditions stated in the said agreements dated stand effective with full force.

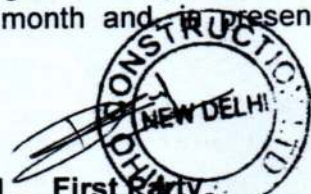
That this addendum is made at Delhi on the 1st day April, 2013

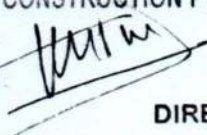
IN WITNESSES WHEREOF, both the parties have signed this agreement in token of their accepting the terms hereinabove to this day, month and in presence of the following witnesses:-

WITNESSES:

1. 
(PRATEEK CHAUHAN)

2.  (Neeraj Tyagi)

1. 
First Party
For OXIRICH CONSTRUCTION PVT. LTD.

2. 
Second Party
DIRECTOR

Schedule 1(A)

Detail of area of allocation falling to the share of both parties i.e Niho Constructions Ltd (First Party) & Oxirich Constructions Pvt. Ltd.(Second Party)

A Building O-1 allocated to First & Second party in the following manner:

Total no of flats 44

First Party has been allocated 40 flats in Tower O-1 as mentioned below:

101	To	104
201	To	204
301	To	304
401	To	404
501	To	504
601	To	604
701	To	704
801	To	804
901	To	904
1101	To	1104 PH

Second Party has been allocated 4 flats in Tower O-1 as mentioned below:

1001	To	1004
------	----	------

B Building O-2 allocated to Second party

Total no of flats 44

Second Party has been allocated 44 flats in Towers O-2 as mentioned below:

101	To	104
201	To	204
301	To	304
401	To	404
501	To	504
601	To	604
701	To	704
801	To	804
901	To	904
1001	To	1004
1101	To	1104 PH

C Building O-3 allocated to Second party

Total no of flats 44

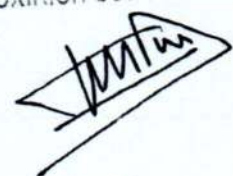
Second Party has been allocated 44 flats in Tower O-3 as mentioned below:

101	To	104
201	To	204
301	To	304
401	To	404
501	To	504
601	To	604
701	To	704
801	To	804
901	To	904
1001	To	1004
1101	To	1104 PH

For NIHO CONSTRUCTION LTD. For OXIRICH CONSTRUCTIONS PVT. LTD.



Director



DIRECTOR

D Building O-4 allocated to First & Second party in the following manner:

Total no of flats 44

First Party has been allocated 22 flats in Tower O-4 as mentioned below:

102	And	103
202	And	203
302	And	303
402	And	403
502	And	503
602	And	603
702	And	703
802	And	803
902	And	903
1002	And	1003
1102	And	1103 PH

Second Party has been allocated 22 flats in Tower O-4 as mentioned below:

101	And	104
201	And	204
301	And	304
401	And	404
501	And	504
601	And	604
701	And	704
801	And	804
901	And	904
1001	And	1004
1101	And	1104 PH

For **NIBO CONSTRUCTION LTD.**


Director

For **OXIRICH CONSTRUCTION PVT. LTD.**


DIRECTOR



कार्यालय: गाजियाबाद विकास प्राधिकरण (मानचित्र स्वीकृति पत्र)

पत्रांक : 540 मानचित्र सं.-197/जीएच/जोन-6/17-18

दिनांक : 26.12.17

मै. निहो कन्स. लि.

एक्स-22, प्रथम तल, हौज खास,

नई दिल्ली-110016

आपके प्रार्थना पत्र दिनांक 13.07.17 के संदर्भ में खसरा सं.-527/4, 528, 549, 550, 551, 552, 553, 554, 556, 557, 558 व 559 ग्राम मोहउद्दीनपुर कनावनी, इन्दिरापुरम, गाजियाबाद पर प्रस्तावित मानचित्र सं.-197/जोन-6/17-18 पर सचिव/उपाध्यक्ष महोदय द्वारा दिनांक 17.10.17 को निम्नलिखित शर्तों के साथ स्वीकृति प्रदान की गयी है :-

1. यह मानचित्र स्वीकृति से केवल पाँच वर्ष तक वैध है।
2. पर्यावरण विभाग से अनापत्ति हेतु आप द्वारा दिनांक 05.02.17 को आवेदन किया गया है, जिसकी प्रति आप द्वारा उपलब्ध करायी गयी है, साथ ही यह शपथ-पत्र दिया गया है कि अधिकतम 06 माह के अन्दर पर्यावरण अनापत्ति पत्र प्राधिकरण में प्रस्तुत कर दूंगा। नियमानुसार पर्यावरण विभाग से पर्यावरणीय स्वीकृति प्राप्त करने का दायित्व विकासकर्ता का है।
3. मानचित्रों की इस स्वीकृत सम्बन्धित किसी भी शासकीय विभाग स्थानीय निकाय (जैसे-नगर पालिका, जी.डी.ए.) किसी अन्य व्यक्ति का अधिकार तथा स्वामित्व किसी प्रकार से प्रभावित नहीं होता है।
4. भवन मानचित्र जिस प्रयोजन हेतु स्वीकृत कराया गया है उसी प्रयोग में लाया जायेगा।
5. यदि भविष्य में विकास कार्य हेतु कोई व्यय माँगा जायेगा तो वह बिना किसी आपत्ति के देय होगा।
6. जो भूमि विकास कार्य के उपयुक्त नहीं होगी उसे शासन अथवा किसी स्थानीय निकाय/प्राधिकरण की विकास करने की कोई जिम्मेदारी नहीं है।
7. दरवाजे व खिड़कियाँ इस तरह से लगाये जायेंगे कि सार्वजनिक सड़क की ओर न खुले।
8. सड़क सर्विस लेन अथवा सरकारी भूमि पर कोई निर्माण सामग्री (बिल्डिंग मैटीरियल) नहीं रखी जायेगी तथा गंदे पानी की निकासी का पूर्ण प्रबन्ध स्वयं करना होगा।
9. स्वीकृत मानचित्रों का एक सैट स्थल पर रखना होगा ताकि मौके पर कभी भी जाँच की जा सकें तथा निर्माण कार्य स्वीकृत मानचित्रों स्पेशीफिकेशन नियमों के अनुसार ही कराया जायेगा तथा भवन के स्वामित्व की भी जिम्मेदारी उन्हीं की होगी।
10. यह मानचित्र उ.प्र. नगर योजना एवं विकास अधिनियम-1973 की धारा-15 के अन्तर्गत किसी अन्य शर्त के साथ स्वीकार किये जाते हैं तो वह शर्त भी मान्य होगी।
11. सड़क पर अथवा लेन में निर्धारित से अधिक कोई रेम्प नहीं बनाये जायेंगे। यह कार्य अपनी ही भूमि पर करेंगे।
12. सुपरविजन एवं स्पेशीफिकेशन की नियम/शर्तों का पालन करना होगा।
13. पक्ष द्वारा प्रस्तुत शपथ पत्रों का पालन अनिवार्य रूप से करना होगा।
14. पर्यावरण की दृष्टि से उ.प्र. राज्य व नीति अधिनियम के अन्तर्गत कम से कम प्रत्येक हेक्टेयर 50 पेड़ लगाना अनिवार्य होंगे।
15. स्वीकृत मानचित्र इसके साथ संलग्न है भवन कार्य समाप्त होने के एक माह के अन्दर निर्धारित प्रारूप में सम्पूर्ति प्रमाण-पत्र प्राप्त करने के लिए आवेदन पत्र देना होगा। भवन में उपयोग से पूर्व सम्पूर्ति प्रमाण-पत्र प्राप्त करना आवश्यक होगा एवं सम्पूर्ति प्रमाण-पत्र से पूर्व रेन वाटर हार्वेस्टिंग एवं समस्त विकास कार्य पूर्ण कराने होंगे तथा बिना आज्ञा व प्रमाण-पत्र लिये भवन को प्रयोग में न लायेंगे।
16. 300 वर्गमी. या उससे अधिक क्षेत्रफल के नवनिर्मित होने वाले समस्त प्रकृति के भवनों में रूफ टॉप रेन वाटर हार्वेस्टिंग की व्यवस्था करना अनिवार्य है।
17. 12.00 मी. से अधिक ऊँचे समस्त प्रकृति के भवन तथा समस्त अवस्थापना सुविधाओं से सम्बन्धित भवनों में नियमानुसार भूकम्परोधी व्यवस्था सुनिश्चित करनी होगी।
18. संरचना सुरक्षा का उत्तरदायित्व स्वयं आपका होगा तथा आप द्वारा संरचना सुरक्षा एवं भूकम्परोधी शासनादेशों का अनुपालन सुनिश्चित करना होगा।
19. निर्धारित 18.00 मी. मार्ग में विस्तार हेतु स्थल पर रोड के भाग को छोड़ते हुए निर्माण/विकास कार्य किया जायेगा। बाउण्ड्री वाल का निर्माण रोड वाइडेनिंग की भूमि के बाद किया जायेगा।

20. भू-स्वामित्व की समस्त जिम्मेदारी आपकी होगी। किसी वाद/विवाद की स्थिति में मानचित्र स्वतः निरस्त माना जायेगा तथा तहसील एवं नगर निगम की संयुक्त टीम द्वारा भूमि चिन्हित कराकर ही निर्माण कार्य प्रारम्भ किया जायेगा।
21. उक्त क्षेत्र में 75 प्रतिशत बाहय विकास शुल्क जमा होने के उपरान्त ही प्राधिकरण द्वारा विकास कार्य कराये जायेंगे।
22. नाली, चकरोड, ग्राम समाज व निगम/सरकारी भूमि पर कोई निर्माण कार्य/विकास कार्य नहीं किया जायेगा।
23. भू-गर्भ जल का उपयोग किये जाने से पूर्व सम्बन्धित विभाग की अनापत्ति प्राप्त किया जाना आवश्यक है।
24. अधिष्ठान एवं उसमें कार्यरत श्रमिकों का श्रम विभाग में नियमानुसार पंजीयन कराया जाना आवश्यक है।
25. निर्माणाधीन अवधि में निर्माण स्थल पर धूल से बचने हेतु समुचित कवर का प्राविधान किया जाये, निर्माण सामग्री के परिचालन एवं उनके उपयोग की अवधि में निर्माण सामग्रियों पर पानी का छिरकाव किया जाय एवं डस्ट सस्पेंशन यूनित का उपयोग अनिवार्य रूप से किया जाये। इसके साथ-साथ यह भी सुनिश्चित किया जाये कि निर्माण सामग्रियों को ले जाने हेतु ढके हुए वाहनों का प्रयोग किया जाये।
26. नियमानुसार RERA में रजिस्ट्रेशन कराना होगा।
27. अतिरिक्त शर्तें स्वीकृति पत्र के साथ संलग्न हैं एवं मानचित्र के पृष्ठ भाग पर चस्पा है, जिनका अनुपालन अनिवार्य रूप से सुनिश्चित करना होगा।

संलग्नक : 1. एक सैट स्वीकृत मानचित्र।

मुख्य वास्तुविद एवं नगर नियोजक
गा.वि.प्रा., गाजियाबाद

पत्रांक : /मा.प्लान/

दिनांक /

प्रतिलिपि : प्रवर्तन खण्ड जोन-6 को स्वीकृत मानचित्र सहित सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

मुख्य वास्तुविद एवं नगर नियोजक

State Level Environment Impact Assessment Authority, Uttar Pradesh

Directorate of Environment, U.P.

Vineet Khand-1, Gomti Nagar, Lucknow - 226 010

Phone : 91-522-2300 541, Fax : 91-522-2300 543

E-mail : doeuplko@yahoo.com

Website : www.seiaaup.com

To,

M/s NIHO Construction Ltd,
X-22, Hauz Khas,
1st Floor, New Delhi. 110016

Ref. No. 576 /Parya/SEIAA/4347/2020

Date: 31 December, 2020

Sub: Terms of Reference for Proposed expansion of Group Housing Project Khasra No.527/4, 528, 549-554, 556-559, Village –Kanawani, Indirapuram, Ghaziabad, UP. M/s. NIHO Construction Ltd.

Dear Sir,

Please refer to your application/letter dated 28-03-2018 & 08-10-2020 addressed to the Secretary, SEAC, Directorate of Environment, U.P., Lucknow on the subject as above. The matter was considered by the State Level Expert Appraisal Committee in its meeting held on dated 08-10-2020 and SEIAA in its meeting dated 03-12-2020.

A presentation was made by project proponent along with their consultant M/s Gaurang Environmental Solutions Pvt. Ltd. The proponent, through the documents submitted and the presentation made, informed the committee that:-

1. The Environment Clearance for proposed expansion of Group Housing Project Khasra No.527/4, 528, 549-554, 556-559, Village –Kanawani, Indirapuram, Ghaziabad, UP. M/s. NIHO Construction Ltd under the violation of EIA Notification 2006, as per the MoEF&CC Notification dated 14.03.2017.
2. The proposed expansion of Group Housing Project the net plot area of 36,469.27sq.m and built-up area will be 1,39,151.20 sq. m. (Existing: 1,22,103.84 sq. m + Proposed: 17,047.36 sq.m.)
3. The project is a proposed expansion of Group Housing Project. The proposed expansion project comprises of Max. No. of floors Basement+Stilt+UG+13th floor

4. Salient features of the project:

S. No	Particulars	Details
GENERAL		
1.	Total Plot area	43,028.00 sq. m.
2.	Surrendered area	6558.73 sq.m
3.	Net Plot area	36,469.27 sq. m.
4.	Built up Area	1,39,151.20 sq. m.
5.	Max Height	43.65 m
6.	Max number of floors	Basement+Stilt+UG+13 th floor
7.	Expected Population	Fixed : 5570 + Floating :1295
8.	Total project cost	Rs.178.57 Crores.
9.	Project Facilities	1064 units A1- A8, C1 –C8, D1 –D3, E1, F1, G1, H1, M1, N1 :660 nos. O1-O4 : 176 nos. O1 (11th & 12th Floor), O2 (11th Floor & Community Centre) : 12 nos. O5-O6 : 216 nos.
AREAS		
10.	Permissible FAR	2.50 (91173.17 sq.m.)
11.	Proposed FAR	2.93 (106822.52 sq.m.)
12.	Non FAR area	32328.68 sq. m.
13.	Built up Area	1,39,151.20 sq. m.

WATER		
14.	Total water requirement	582 KLD
15.	Fresh Water	374 KLD
16.	Recycled Water	208 KLD
17.	Waste water generation	427 KLD
18.	Proposed capacity of STP	450 KLD
19.	Treated Water Available for Reuse	377 KLD
20.	Treated Water Recycled	208 KLD
RAIN WATER HARVESTING		
21.	Rain Water Harvesting - Recharge Pits	10 Nos.
PARKING		
22.	Total Parking Required as / Building Bye Laws	1061 ECU
23.	Proposed Total Parking	1062 ECU
24.	Parking in basements	498 ECU
25.	Open parking (ground floor)	233 ECU
26.	Parking on stilt Floor	331 ECU
27.	Permissible Ground Coverage	14587.708 sq. m. (40 %)
GREEN AREA		
28.	Proposed Green area	6435.75 sq. m. (17.65 %)
WASTE		
29.	Total solid waste generation	2398 kg/day
ENERGY		
30.	Total Power Requirement	Maximum demand : 6000 KW
31.	DG Back up	500kVA :1 No. 750kVA : 2 nos.
32.	Proposed Ground Coverage	12763.37 sq. m. (34.99 %)

5. Area details of the project:

S. No	Particulars	Total
a.	Total Plot area	43,028.00 sq. m.
b.	Surrendered area	6558.73 sq. m.
c.	Net Plot area	36,469.27 sq. m.
d.	Built up Area	1,39,151.20 sq. m.
e.	Permissible Ground Coverage	14587.708 sq. m. (40 %)
f.	Proposed Ground Coverage	12763.37 sq. m. (34.99 %)
g.	Permissible FAR	2.50 (91173.17 sq.m.)
h.	Proposed FAR	2.93 (106822.52 sq.m.)
i.	Non FAR area	32328.68 sq. m.
j.	Green area	6435.75 sq. m. (17.65 %)

6. Water requirement details:

S. No.	Particulars	Population	Fresh water (KLD)	Treated water (KLD)	Total
1.	Residential	5280	@65 lpcd: 343 KLD	@21 lpcd: 111 KLD	454 KLD
2.	Commercial	292	@30lpcd: 9 KLD	@15 lpcd: 4 KLD	13 KLD
4.	Staff	500	@30lpcd: 15 KLD	@15lpcd: 8 KLD	23 KLD
5.	Visitors	795	@ 9lpcd: 7 KLD	@6lpcd: 5 KLD	12 KLD
6.	Landscaping & General washing			80 KLD	80 KLD
	Total		374 KLD	208 KLD	582 KLD

7. Waste Water details:

Total water requirement	582 KLD
Total fresh water requirement	374 KLD
Flushing	208 KLD
Waste water generated	427 KLD
STP Capacity	450 KLD

The committee discussed the matter and recommended to issue the terms of reference (TOR) for the preparation of EIA regarding the project as follows:

1. All pages of technical documents/EIA/EMP etc. should be signed by the consultant and project proponent both.
2. Copy of all the analysis reports duly signed by analyst approved by NABL or MoEF&CC shall be annexed with the EIA report and original analysis reports should be presented at the time of presentation.
3. MOU signed between the project proponent and the consultant should be submitted.
4. The project proponent shall obtain the forest clearance and permission of Central and State Government as per law under the provisions of Forest (conservation) Act, 1980 and submit along with EIA.
5. The lease area its address and production per annum should match with as mentioned in DSR and Lol. In case there is any difference clarification/ amendment letter from competent authority shall be submitted along with EIA. EIA and public hearing shall be conducted as per the lease area its address and production per annum mentioned in DSR and Lol.
6. Public hearing shall be conducted as per EIA notification, 2006 (as amended).
7. If the proposed project falls in Critically Polluted Areas (CPAs), Severely Polluted Areas (SPAs) the provision of the mechanism framed regarding compliance of Hon'ble NGT order in OA 1038/2018 dated 19-08-2019 by MoEF& CC, Govt. Of India vide letter dated 31-10-2019 shall be followed in letter and spirit.
8. All the additional condition for grant of Consent to Establish (CTE)/Consent to Operate (CTO) related to Pollution mitigation measures as prescribed in the office memorandum of MoEF&CC, Gol dated 31.10.2019 and as deemed fit by UP Pollution Control Board in the consent orders shall be followed by Project Proponent.
9. SEIAA opined that the project proponent shall submit permission of CGWA or proposal for alternative source of fresh water.
10. Master plan of the area showing proposed project. Permissible uses of the proposed site as per zoning regulation.
11. Allotment letter from concerned development authority.
12. All approved drawings/maps alongwith approved services plans.
13. Structural design certificate signed by the architect and vetting authority should be submitted. All structural design drawings should be signed by architect and counter signed by vetting authority.
14. Area details showing proposed uses as residential, commercial, parks, parking, roads, other services, facilities of the project also in percentage.
15. Complete Gata/Khasra no. of the project alongwith soft and hard copy should be submitted in table format with proper calculation.
16. Physical features within 30 m of the project sites with their ownership.
17. Complete Details of facilities to be developed by the project proponent i.e. for which environment clearance is sought.
18. Use of reflecting paints on roof top and side walls.
19. Details of rain water harvesting are to be given.
20. Provision of 100% solar lighting along the road site, stair cases, common places.
21. Plan for EWS / LIG housing provision as per Development Authority bye-laws.
22. Examine in detail the proposed site with reference to impact on infrastructure covering water supply, storm water drainage, sewerage, power, etc., and the disposal of treated/raw wastes from the complex on land/water body and into sewerage system. Consider soil characteristics and permeability for rainwater harvesting proposals, should be made to prevent ground water

- contamination. Maximize use of treated water by recycling and utilization of rainwater.
23. Water requirement and its management plan along with necessary permissions for discharge.
 24. An underground Pucca tank with kaccha base for collection/reuse of rain water may be constructed.
 25. Hydro-geological investigations to be carried out and obtain permission from Central Ground Water Authority for withdrawal of ground water.
 26. Make provision for safety against failure in the operation of wastewater treatment facilities. Identify acceptable outfall for treated effluent.
 27. Details of green belt as a measure for mitigation of dust and noise and buffer between habitation and proposed project.
 28. Landscape plan, green belts and open spaces may be described separately.
 29. Study the existing flora and fauna of the area and the impact of the project on them. There should be no basement below 15 m setback. Accordingly, the Plan should be revised and submitted.
 30. Section of all internal roads should be provided. Right of way and carriage way width should be clearly marked on the map. Avoid entry/exit at point of junction of roads. Traffic movement plan in and out should be shown.
 31. Examine existing crèche, education, health facilities, police, post Office, Banks and other services and make adequate provisions in the proposal.
 32. Assess soil erosion in view of the soil characteristics, topography and rainfall pattern.
 33. Application of renewable energy/alternate energy, such as solar and wind energy may be described including solar water heating in the guidelines for entrepreneurs.
 34. Consider solid wastes, including e-waste in addition to other solid wastes and their disposal.
 35. Identification of recyclable wastes and waste utilization arrangements may be made.
 36. Explore possibility of generating biogas from biodegradable wastes.
 37. Arrangements for hazardous waste management may be described as also the common facilities for waste collection, treatment, recycling and disposal of all effluent, emission and refuse including MSW, biomedical and hazardous wastes. Special attention should be made with respect to bird menace.
 38. Provisions made for safety in storage of materials, products and wastes may be described.
 39. Disaster management plan should be prepared.
 40. Traffic management plan including parking and loading/unloading areas may be described. Traffic survey should be carried out both on weekdays and weekend.
 41. Parking provision is to be made for higher ECS worked out either as per state bye-laws or construction manual of the MoEF. Additional parking (more than required nos. as per norms) will not be permitted.
 42. Exclusive Parking area in the basement (excluding other facilities) and surface is to be clearly mentioned.
 43. Provide service road for entry and exit to project site.
 44. Use of local building materials should be described.
 45. Consider provision of DG Flue Gas emissions to be treated in a scrubber. Stack details with provisions of sampling port for monitoring to be described. Power backup should be restricted to 50-60 % of power requirement. Plan should be revised and submitted.
 46. Work out MGLC for the combined capacity of DG sets.
 47. Provide for conservation of resources, energy efficiency and use of renewable sources of energy in the light of ECBC code.
 48. Application of resettlement and rehabilitation policy may be described. Project affected persons should be identified and rehabilitation and resettlement plan should be prepared.
 49. Examine separately the details for construction and operation phases both for Environmental Monitoring Plan and Environmental Management Plan.
 50. Corporate Environmental Responsibility (CER) shall be prepared by the project proponent and the details of the various heads of expenditure to be submitted as per the guidelines provided in the recent CER notification No. 22-65/2017-IA.III dated 01/05/2018.A copy of resolution as above

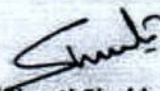
- shall be submitted to the authority along with list of beneficiaries with their mobile nos./address.
51. Required no of trees should be proposed @ 01 tree/80 m², submit plan.
 52. Project falling within 10 Km. area of Wild Life Sanctuary is to obtain a clearance from National Board Wild Life (NBWL) even if the eco- sensitive zone is not earmarked.
 53. Declare/submit the running cost of STP and other environmental management services (e.g., Municipal Solid Waste Disposal, Green belt Maintenance, Water Management etc.) in the proposals which are to be including in the allotment letters. Vendors should be identified for Municipal Solid Waste Management and submitted.
 54. The proponent will submit the schedule of monitoring/data collection programme to the Office of Directorate, Member Secretary, UP Pollution Control Board and District Magistrate of related District.

General Guidelines:

- a. A legal affidavit by the Project proponent on Rs. 100/- non-judicial Stamp Paper, duly attested by Public Notary, stating that:
 - I. "There is no litigation pending against the project and/or land in which the project is proposed to be set up (please give name & ownership etc. of the project) and that for any such litigation what so ever, the sole responsibility will be borne by the Project proponent."
 - II. "No activity relating to this project (i.e. name of the project) including civil construction has been undertaken at site except fencing of the site to protect it from getting encroached and construction of temporary shed(s) for the guard(s). (if fencing has not been done, then the same may be deleted).
 - III. "I/We hereby give undertaking that the data and information given in the application, enclosures and other documents are true to the best of my knowledge and belief and I/We am/are aware that if any part of the data and information submitted is found to be false or misleading at any stage, the project will be rejected and clearance given, if any to the Project will be revoked at our risk and cost."
 - IV. Project does not fall under any buffer zone of no-development as declared /identified under any law.
- b. Another legal affidavit by the consultant stating "(a) that the prescribed TORs have been complied with (to be deleted if not applicable) & (b) that details and the data presented are factually correct", as per MoEF circular dated 04.08.2009 is also to be submitted along with EIA.
- c. Current site photographs viewing towards the project area from four directions indicating date of photograph taken, direction from which taken, name of the project, and signature of Project proponent along with consultant with seal should be submitted, so as to ensure that no construction has been started before the grant of EC.
- d. EIA should strictly follow the guidelines prescribed in annexure-III to the EIA notification of 2006 and the Methods of Monitoring and analysis (Annexure-IV): Guidance for assessment of representativeness and reliability of baseline environmental attributes detailed under EIA manual January, 2001 and other guidelines in the matter.
- e. The status of accreditation of the EIA consultant with NABET/QCI shall be specifically mentioned. The consultant shall certify that his accreditation is for the sector for which this EIA is prepared.
- f. On the front page of EIA/EMP reports, the name of the consultant/consultancy firm along with their complete details including their accreditation, if any shall be indicated.
- g. While submitting the EIA/EMP reports, the name of the experts associated with/involved in the preparation of these reports and the Name of laboratory through which the samples have been got analysed should be stated in the report. It shall clearly be indicated whether said laboratory is accredited by NABL or approved under the Environment (Protection) Act, 1986 (Please refer MoEF office memorandum dated 4th August, 2009). The name project leader of the EIA study shall also be mentioned.
- h. The EIA document shall be printed on both sides, as far as possible.

The Information's no (a I , II, III & c) asked under the general guidelines is to be submitted within 15 days from the date of receipt of the letter and remaining of the information's is to be submitted along with the EIA.

This is to request you to take further necessary action in matter as per provisions of Gazette Notification No. S.O. 1533(E) dated 14/09/2006, as amended. You are advised to submit the EIA/EMP for further consideration of the matter as per procedure laid down in the Gazette Notification SO 1533(E) dated 14/09/2006 as amended. The matter will not be considered pending till your reply as above is received.


(Shruti Shukla)
Nodal, SEIAA/
Deputy Director

No...../Parya/SEAC/4347/2018 Dated: As above

Copy with enclosure for Information and necessary action to:

1. The Principal Secretary, Department of Environment, Govt. of Uttar Pradesh, Lucknow.
2. Advisor, IA Division, Ministry of Environment, Forests & Climate Change, Govt. of India, Indira Paryavaran Bhawan, Jor Bagh Road, Aliganj, New Delhi.
3. Additional Director, Regional Office, Ministry of Environment & Forests, (Central Region), Kendriya Bhawan, 5th Floor, Sector-H, Aliganj, Lucknow.
4. District Magistrate, Ghaziabad.
5. The Member Secretary, U.P. Pollution Control Board, TC-12V, Paryavaran Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow.
6. Copy to Web Master/ guard file.


(Shruti Shukla)
Nodal, SEIAA/
Deputy Director



गाजियाबाद विकास प्राधिकरण

विकास पथ, गाजियाबाद

I.S.O.-9001-2000 एवं I.S.O.-14001-2004 प्रमाणित संस्था

पत्रांक 299 / मा0प्लान/जोन-6/2017
सेवा में,

दिनांक 27.7.17

मै0 एस. वी लिकर इन्डिया लि0
एवं निहो कंस्ट्रक्शन लि0
द्वारा जनरल मैनेजर श्री प्रतीक चौहान
निवासी-फ्लैट नं0-175, पॉकेट डी, मयूर विहार,
फेज-1, नई दिल्ली।

विषय:- खसरा संख्या-527/4, 528, 549-555, एवं 556-559 कनावनी, इन्दिरापुरम गाजियाबाद पर प्रस्तुत ग्रुप हाउसिंग के निर्माण हेतु प्रस्तावित मानचित्र संख्या-197/जी.एच./जोन-6/17-18 दिनांक 13.07.2017 के सम्बन्ध में।

महोदय,

उपरोक्त विषयक आपके द्वारा खसरा संख्या-527/4, 528, 549-555, एवं 556-559 कनावनी, इन्दिरापुरम गाजियाबाद पर प्रस्तुत ग्रुप हाउसिंग के निर्माण हेतु प्रस्तावित मानचित्र संख्या-197/जी.एच./जोन-6/17-18 दिनांक 13.07.2017 में निम्न लिखित आपत्तियां हैं:-

1. स्थल पर उपलब्ध सेट बैक के अनुसार प्रस्तावित भवन की ऊंचाई अनुमन्य नहीं है।
2. Proposed ramp नियमानुसार नहीं है।
3. प्रस्तावित मानचित्र में Garbage Collection की प्रस्तावना नहीं है।
4. शासनादेश के क्रम में ई.डब्ल्यू.एस./एल.आई.जी. भवनों की प्रस्तावना नहीं दर्शायी गयी है।
5. प्रस्तावित ब्लॉकों एवं पूर्व निर्मित ब्लॉक के मध्य की दूरी भवन उपविधि के प्राविधानों के अनुसार नहीं है।
6. प्रस्तुत प्रस्ताव के साथ अग्नि शमन विभाग की अनापत्ति संलग्न नहीं है।
7. भवन का Structure Safty प्रमाण पत्र नहीं संलग्न नहीं है।
8. परिसर के अन्दर पूर्व निर्मित टावरों में आवंटी निवास कर रहे हैं, जबकि प्रश्नगत टावरों का पूर्णतः प्रमाण पत्र निर्गत नहीं है, जिसके फलस्वरूप एवं RERA में दिये गये प्राविधानों के अनुसार प्रश्नगत प्रस्तावित निर्माण के क्रम में आवंटियों से अनापत्ति प्राप्त किया जाना आवश्यक है।

उपरोक्त आपत्तियों का निस्तारण पत्र के दिनांक से 10 (दस) दिन के अन्दर पूर्ण कर संशोधित मानचित्र प्रस्तुत करना सुनिश्चित करें, जिससे आपके प्रस्तुत मानचित्र आवेदन का निस्तारण किया जा सके।

भवदीय,

सहायक अभियन्ता
मास्टरप्लान जोन-6

गजियाबाद विकास प्राधिकरण मास्टर प्लान की दाखल	
आवेदक की प्रतीति	
फाइल / संदर्भ संख्या : 197-Z6-G41-2017	
नो. : 9810239447	
मास्टर प्लान संख्या : GDAFM45353	
OBC , Lohia Nagar 05262191010625 IFSC Code-ORBC100526	
PNB , Ambodkar Marg 3703001100001950 IFSC Code-PUNB0370300	
PNB , Mohan Nagar 0341001100000356 IFSC Code-PUNB0034100	
Vijaya Bank , Navyug Market 711301011003105 IFSC Code-VU0007113	
दिनांक 14-12-2017 भूखण्ड संख्या 5274,528,549,550,555,556	
आवेदक का नाम व पता S.V. LIQUOR INDIA AND WING CONSTRUCTION LTD. K-22 HAZZ KHAS DELHI	
योजना का नाम KANAWA	
विवरण	धनराशि
Inspection Charges	806026.00
Purchasable F.A.R. Charges	16167478.00
Shelter Fee	6503700.00
Plan Fee	737218.00
Total :	25214422
धनराशि (शब्दों में) Two Crore Fifty Two Lakh Fourteen Thousand Four Hundred and Twenty Two Only	
मकद डाफ्ट संख्या 015584,015593,015594	
दिनांक 12/12/17 13/12/17	" 96
निर्गत बैंक HDRe Bank	" 97
	" 99
जमाकर्ता के हस्ताक्षर	रोकड़िया प्रबन्धक
Deposit alone will not procure any right to allottee/depositor/applicant	

को चुनें।

Print All

		गाजियाबाद विकास प्राधिकरण मास्टर प्लान की चालान	
आवेदक की प्रति			
फाइल / संदर्भ संख्या : 197-Z6-GH- 2017			
मौजद : 9810239447			
चालान संख्या : GDAPM78374			
HDFC, Rajnagar 50100216565919			
IFSC Code-HDFC0000153			
OBC , Lohia Nagar 05262191010625			
IFSC Code-ORBC100526			
PNB , Ambedkar Marg 3703001100001950			
IFSC Code-PUNB0370300			
PNB , Mohan Nagar 0341001100000356			
IFSC Code-PUNB0034100			
Vijaya Bank , Navyug Market 711301011003105			
IFSC Code-VIJ0007113			
दिनांक 18-05-2018 भूखण्ड संख्या 527/4,528,549,559555,556			
आबंटी का नाम व पता S.V.LIQUOR INDIA AND CONSTRUCTION LTD. , X-22 HAUZ KHAS DELHI			
योजना का नाम KANAWNI			
विवरण			
Purchasable F.A.R Charges		11191000.00	
Total :		11191000	
धनराशी (शब्दों में) One Crore Eleven Lakh Ninety One Thousand Only			
नकद ड्राफ्ट संख्या - 931256			
दिनांक 18/5/18			
निर्गत बैंक DCB Bank			
जमाकर्ता के हस्ताक्षर		रोकडिया	प्रबन्धक
Deposit alone will not accure any right to allottee/depositor/applicant			

August 28, 2018

M/s Oxirich Constructions Private Limited
913, 9th Floor, Arunachal Building,
19 Barakhamba Road, New Delhi-110001

Kind Attn: Mr. Vikas Dua, Mr. Sundeep Sharma, Mr. Kewallakhera, M/s RSG Realtors Pvt. Ltd.

Dear Sirs,

Loan Offer Letter

With reference to your application dated July 15, 2018, we are pleased to inform you that our competent authorities have sanctioned a term loan of Rs. 19,00,00,000/- (Rupees Nineteen Crores Only) in your favour on the terms and conditions as set out in the Annexure to this letter.

If the terms of this loan offer letter are acceptable to you, kindly sign and return one copy of this letter and retain one copy for your records. Please note that terms and conditions stated herein are indicative and would be overridden by the duly signed and stamped Loan Agreement to be entered between us.

Please also arrange to complete the security documentation formalities and other pre-disbursement compliances as mentioned in this letter to enable us to make the limits operative at the earliest.

Thanking you and assuring you of our best services at all times.

Yours sincerely,

For Capri Global Capital Limited

Authorized Signatory

Date: August 28, 2018

We agree to the terms of this offer letter



Oxirich Construction Private Limited	Mr. Vikas Dua	Mrs. Sundeep Sharma	Mr. Kewal Lakhera	RSG Realtors Pvt. Ltd.
Borrower	Co-Borrower	Co-Borrower	Co-Borrower	Co-Borrower

Capri Global Capital Limited

(CIN: L65921MH1994PLC173469)

Regd Off: 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.

Tel: +91 22 4088 8100/4354 8200; E-mail: contact@cgcl.co.in; Website: www.capriglobal.in



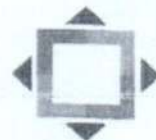
Annexure - Terms & Conditions

Particulars	Terms & Conditions
Borrower	Oxirich Construction Pvt. Ltd., a Private Limited Company CIN.: U70102DL2006PTC148042
Co-Borrower	Mr. Vikas Dua Mr. Sundeep Sharma Mr. Kewal Lakhera M/s RSG Realtors Pvt. Ltd.
Personal Guarantors	Mr. Chetan Handa Mr. Sanjeev Chibber
Corporate Guarantee	City Life Spaces Pvt. Ltd.
Lender	Capri Global Capital Limited
Project Land	Land located at Khasra No. 527/4&556, Ahinsa Khand 2, Indirapuram, Ghaziabad belonging to NIHO Constructions Ltd. and SVP Liquor (India) Ltd. (Land Owners)
Project	Residential project titled "Oxirich Square One" being developed by the Borrower on Project Land consisting of 2 Towers O5 (2B+G+11) and O6 (1B+S + 11) floors having Developer Share of a minimum aggregate saleable area of about 1,47,003 sq. ft. (151 units) The developer has sold around 32 residential units admeasuring 30,703 sq.ft. in the Project. All the approvals for the Project are in place. Out of the total cost of approvals of Rs. 11.57 Crs a sum of Rs. 4.52 Crs is already paid and balance Rs. 7.04 Crs is required to be paid in instalments within 2 years.
Facility Amount	Term Loan of Rs. 19.00 Cr (Rupees Nineteen Crores only)
Interest Rate	15.00% p.a. floating which is linked to CGCL LTRR + / - Margin - LTRR of CGCL at present is 20.10% p.a. - Margin offered is -5.10% p.a. Hence, applicable current floating ROI is 15.00% p.a. Interest to be charged and compounded on monthly basis. Interest is payable on monthly basis. In the event of revision in CGCL LTRR, the interest rate incorporating the revision will be applicable to the Borrowers from the date of revision itself.
Processing Fees	1.25% (plus applicable taxes) of the Facility Amount, which is payable in the following manner: - Upfront commitment fees of Rs. 1,00,000 + applicable taxes; - On issuance of sanction letter Rs. 5,00,000 + applicable taxes; - Balance amount on or before first disbursement.



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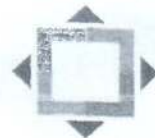


Penal Interest	- Any interest / principal being over-due, after a cure period of 2 business days, will attract penal interest of 0.50% p.m. over and above the regular interest rate on the amount due for the period of delay. - In case the delay extends beyond 60 days then the penal interest shall be levied at 0.50 % p. m. over and above the regular interest rate on the entire facility amount outstanding for the period of delay. - Any other default under the facility documents shall attract a penal interest of 0.5 % p.m. over and above the regular interest rate on the entire facility amount outstanding, after a cure period of 7 business days
Tenor & Moratorium	48 months from the date of first disbursement including principal moratorium of 24 months.
Purpose & Disbursement	Purpose: The total Facility Amount of Rs. 19.00 Crs shall be utilized as under: - Rs 18.00 Crs towards construction and development of the Project - Rs 0.80Crs towards creation of DSRA as per DSRA clause below. - Rs. 0.20 Crs towards Project related expenses Disbursement shall be available as under: Drawdown I: Sum of maximum of Rs. 4.00 Cr shall be available to the borrower in single tranche of which a sum of Rs. 3.80 Crs towards construction and development of the Project and Rs. 0.20 Crs towards project related expenses. Drawdown II Balance Rs. 14.20 Cr shall be available to the borrower to be disbursed in multiple tranches towards construction and development of the Project. Rs 0.80 Cr would be kept as undisbursed DSRA from the date of First Disbursement as per DSRA clause.
Availability Period	Drawdown I: Up to 15 days from the date of execution of facility documents. Drawdown II: Up to 24 months from the date of execution of facility documents.
Repayment	Repayment in monthly instalments with first instalments starting from the end of the 25th month from the date of first disbursement in the following manner - first 4 instalments of Rs. 70 lacs each - next 19 instalments of Rs 80 lacs each, - Final instalment of Rs. 100 lac.
Security	- First and exclusive charge by way of registered mortgage over the development rights over the Project Land along with all the rights, title and all interest of the Borrower on the Project Land - First and exclusive charge by way of hypothecation over the Developer's share of all the present and future cash flows of the Project. - Personal Guarantee of Mr. Chetan Bhandari and Mr. Sanjeev Chibber

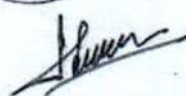


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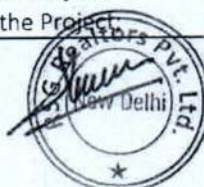


	d. Corporate Guarantee of City Life Spaces Pvt. Ltd e. DSRA in the form of undisbursed DSRA as per DSRA clause
Security Cover	- Physical Security cover shall be equivalent to a minimum 2.00times (it may fall to 1.55 times internment period) of the outstanding amount plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of mortgage of the Project as stipulated in the Security Clause above. - Cash flow cover equivalent to a minimum 2.00 times of the outstanding amount plus interest payable thereon shall be maintained always during the currency of the facility in the form of hypothecation of all the present and future receivables from the Project as stipulated in the Security Clause above. - Upon the security cover falling below stipulated levels as above at any point in time during the currency of the facility, the Borrower / Promoters shall within 15 (fifteen) business days create additional security acceptable to the Lender or make part prepayment of the Loan to bring the security cover to the required levels. - Valuation shall be obtained by the Lender from its empanelled / appointed valuer prior to the disbursement. - For sale of any flat unit / area in the Project, the Borrower shall obtain a prior written consent from the Lender.
Legal, technical & other Charges	All expenses towards documentation, legal, technical evaluations / due diligence related to the proposed facility shall be borne by the Lender. All other expenses on execution of facility documents, stamp duties, registration, etc. shall be borne by the Borrower on actual basis
Escrow Mechanism and Sweep Repayment	All the cash flows from the Project, shall be collected in the Master Collections Account of which 70% shall be transferred to RERA Account (or such percentage as required under RERA) and balance 30% (or such percentage as required under RERA) shall be deposited in separate Designated Escrow Account ("DEA") to be opened with the Escrow Bank approved by the Lender. Also, the amounts / monies which the Borrower shall be permitted to withdraw / utilise from the RERA Account in accordance with the provisions of the RERA and the rules notified thereunder shall be transferred from the RERA Account to the DEA only. ➤ 25% of the sales receivables till Sep 2019 or till such time a sum of Rs. 7.30 Crs is collected in the DEA incrementally whichever is earlier, ("Sweep Ratio 1") 35% of the sales receivables from Sep 2019-Sep 2020 or till such time a sum of Rs. 24.86 Crs is collected in the DEA incrementally whichever is earlier, ("Sweep Ratio 2") and 45% of the sales receivables thereafter ("Sweep Ratio 3") of all the monies deposited into the DEA shall be retained and utilised to repay / prepay / service Lender Facility ("Sweep Repayment") ➤ The Escrow Agent shall transfer to the Lender such percentage, as per the above-mentioned Sweep Ratio, of all the collections coming into the DEA on a daily basis and the same will be appropriated by the Lender firstly towards payment of overdues / charges, secondly towards interest due, thirdly towards repayment and lastly for prepayment of Facility. In case the cash flows are not sufficient towards fully meeting





	repayment / servicing of the Facility, the Borrower shall within 2 business days, infuse funds to meet such shortfall. In case the inflows basis sweeps are in excess of the obligation, the interest and principal repayment shall not be seperately asked for. ➤ All the prepayment from Sweep Repayment shall be adjusted towards the following instalments falling due as per the Repayment Schedule. ➤ No prepayment penalty would be levied in case of such Sweep Repayment. ➤ The Sweep Ratios would be evaluated as and when deemed necessary and may be increased upto 100% at the discretion of the Lender. ➤ In case of any amounts being overdue / event of defaults/ irregularity/ non-compliance of any terms of the Facility, the Lender shall have the right to use 100% of the cash flows coming into/ remaining in the Designated Escrow Accounts towards repayment / prepayment / servicing of its facility. ➤ The balance monies lying in the DEA after transferring to the Lender shall be transferred by the Escrow Agent on a daily basis, from the Escrow Accounts to a Designated Construction Account of the Borrower and the same shall be utilized by the borrower for the sole purpose of meeting the construction & development cost of the Project.									
Conditions Precedent to Disbursement	Conditions Precedent to 1st disbursement 1. Submission of proof for payment of Rs. 1.10 Cr towards payment of FAR fee to GDA 2. Execution of the Facility Documents; 3. Execution of Corporate Guarantee 4. Registration of the Mortgage Deed with the relevant Sub Registrar's Office of Assurances; 5. Deposit of all original title documents with CGCL; 6. Creation of DSRA as per the DSRA clause below; 7. Submission of Post-dated cheques for interest payment and principal repayment as per the loan repayment schedule in following manner: <table><tr><th>Entity</th><th>No. of cheques</th><th>Details of amount</th></tr><tr><td>Borrower</td><td>7</td><td>"Not Exceeding" cheques (2 for monthly EMI, 2 for quarterly EMI, 1 for half yearly EMI, 1 for yearly EMI and 1 blank)</td></tr><tr><td>Co-Borrower</td><td>3</td><td>3 cheques from Mr. Vikas Dua, Mr. Sundeep Sharma, RSG Realtors and Mr. Kewallakhera 1 cheque from Mr. Sanjeev Chibber and Mr. Chetan Handa (Personal Guarantor)</td></tr></table> These PDC's shall be banked in case of any delay/irregularity in the account. 8. Submission of the copies of all the approvals / sanctioned Plans/ clearances / NOCs received from the authorities for the Project; 9. Submission of PERA certificate for the Project;	Entity	No. of cheques	Details of amount	Borrower	7	"Not Exceeding" cheques (2 for monthly EMI, 2 for quarterly EMI, 1 for half yearly EMI, 1 for yearly EMI and 1 blank)	Co-Borrower	3	3 cheques from Mr. Vikas Dua, Mr. Sundeep Sharma, RSG Realtors and Mr. Kewallakhera 1 cheque from Mr. Sanjeev Chibber and Mr. Chetan Handa (Personal Guarantor)
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10. Submission of certified CA statement for the sales done till date, amount collected, balance receivable, unsold inventory, cost incurred and means of finance for the Project;
11. Submission of statement for the sales done, amount collected, balance receivable, balance project cost and unsold inventory for the Project;
12. Payment of processing fees as per the clause mentioned above;
13. Satisfactory Legal and Technical opinions / reports for the Project Land stipulated in the security clause above by law firm / Valuers appointed by the Lender;
14. Submission of audited balance sheet for the Borrower for last 3 financial years and Provisional Balance Sheet for FY 2017-18;
15. Submission of last 3 years ITRs of the Borrower & Co-Borrowers;
16. Detailed Business plan including the Cash flows, highlighting construction schedule, sales plan, cash inflows and outflows till date and cash inflows and outflows for the period till project completion;
17. Submission of all KYC documents of the Borrower, Promoters, Directors and all the guarantors along with their latest net worth statement to the satisfaction of Lender;
18. Shareholding pattern and the list of Directors on the letterhead of the Borrower;
19. Submission of list of unsecured loans;
20. Satisfactory Audit of sales & collections and cost incurred till date pertaining to the Project, to be conducted by an Internal Auditor;
21. Satisfactory credit opinion / conduct report from the existing banks of the Borrower / Developer;
22. Submission of certificate (latest) from Statutory Auditors of the Borrower mentioning a list of Bank Accounts operated by the Borrower, Type of account, purpose of using the account and their current status;
23. Disclosures for Borrowers, Co-Borrowers, Guarantors pertaining to borrowings, guarantees, litigations, etc.;
24. Disbursement request along with cancelled cheque of the account in which disbursement is requested;
25. Fulfillment of Security Cover as stipulated above;
26. Submission of such additional information as required by the Lender.;

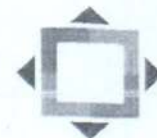
Specific Conditions Precedent to Subsequent disbursement

1. Opening of Escrow account with Escrow Bank
2. Execution of Personal Guarantee
3. Creation of RoC Charge

General Condition Precedent for each tranche disbursement

1. CA certificate, to the satisfaction of the Lender, for end-utilization of the proceeds previously disbursed under the Facility (Not required in cases where disbursement is in the form of DD);
2. Achievement of sales, collections and construction linked milestones for each installment as detailed in the Facility Documents;
3. Satisfactory progress of the Project in terms of construction, sales and collections;



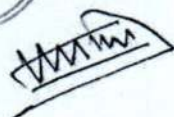


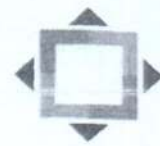
	4. Certificate from the architect stating the building-wise status of the Project / Report from the empaneled valuer regarding progress in the Project;; 5. Satisfactory conduct of the Borrower and satisfactory performance of the account in the books of the lender; 6. Update on the progress of the Project in terms of sales, collections, cost incurred and cost to be incurred; 7. Presentation by the promoter on quarterly progress of the project; and 8. No event of default shall have occurred till date under the facility; 9. Fulfillment of Security Cover as stipulated above
Conditions Subsequent to Disbursement	1. Opening of Master Collection Account, RERA Account, Designated Escrow Account and Designated Construction Account with the Escrow Bank approved by the Lender within a period of 30 business days from the date of first disbursement; 2. Creation of RoC Charge within 30 days from the date of first disbursement. 3. The Borrower has to ensure payment of approval charges on time and as per the local law. 4. End-Use Certificate for each tranche / instalment within a period of 30 days from the date of respective disbursement; 5. Meeting of construction and sales milestone as envisaged in the Business Plan; 6. Display in conspicuous part at the Project site and in all its marketing media, a notice, clearly indicating that the Project is mortgaged to CGCL within a period of 30 days from date of first disbursement; 7. Borrower to ensure that all the receipts from the Project are deposited in the Designated Escrow Account failing which the Lender reserves the right to terminate balance disbursement under the Facility; 8. Assignment of Contractor's All Risk Insurance policy taken/to be taken for the Project charged to the Lender in favour of the Lender within a period of 30 days from the date of first disbursement; 9. Certificate from the statutory auditor on half yearly basis certifying that all the Project receivables are routed through the Designated Escrow account only. And any discrepancy to this should be highlighted in the Certificate; 10. Lender may at its discretion, appoint Internal auditor / Project monitoring agency for conducting quarterly audit of sales, collections and cost incurred pertaining to the Project and the cost of the same shall be borne by the Borrower; 11. Submission of monthly statement along with declaration/certificate from the Borrower for the sales done, amount collected, balance receivable, project expenditure incurred, balance project cost and unsold inventory for the Project by 7th of the next month; 12. Submission of monthly cash flow for the Project by 7th of the next month; and 13. Submission of quarterly progress report for the Project by 15th of the next month; and 14. Fulfillment of Security Cover as stipulated above; and 15. Other conditions including submission of MIS shall be detailed on the definitive agreements.





DSRA	DSRA to be maintained in the undisbursed form for an amount equivalent to Rs. 0.80Cr's out of the sanctioned limits. However, if there is any change in internal policies or norms of CGCL which mandates creation of DSRA in the form of FD, then the undisbursed DSRA amount would be disbursed to create an DSRA in the form of FD Any shortfall in scheduled interest/principal obligation would be adjusted by way of depletion of DSRA. DSRA if depleted to be topped up to full amount out of the Promoters'/Directors' own cash flow or from the developer's portion of sweep from the Project cash-flows in the form of fixed deposits within a period of 15 days from such depletion.																
Prepayment Penalty	Any prepayment made from cash flows other than project receivables shall be charged at the following rate • 0-12 months: 4% of amount outstanding • 12-24 months: 3% of the amount outstanding • 24 months onwards: 2% of the amount outstanding and shall be calculated on balance tenor of such amount.																
Other Conditions	a. Lender may at its discretion, appoint an Auditor / Architect / Engineer or any other agency to monitor the progress of the Project. All expenses / fees related to such appointment shall be borne by the Borrower. b. The Borrower shall ensure an average selling price an average selling price of Rs. 4,500/- psf. for the balance unsold residential area in Tower O6 <table><tr><th>Minimum all inclusive selling price on Saleable Area (Rs. Per sq ft)</th><th>Maximum Saleable Area to be sold (sq ft)</th></tr><tr><td>4,200</td><td>18,763</td></tr><tr><td>4,500</td><td>22,783</td></tr><tr><td>4,800</td><td>26,804</td></tr></table> c. The Borrower shall ensure an average selling price of Rs. 5,500/- psf. for the balance unsold residential area in Tower O5 <table><tr><th>Minimum all inclusive selling price on Saleable Area (Rs. Per sq ft)</th><th>Maximum Saleable Area to be sold (sq ft)</th></tr><tr><td>5,200</td><td>16,440</td></tr><tr><td>5,500</td><td>13,700</td></tr><tr><td>5,800</td><td>17,810</td></tr></table> d. Accordingly, the Borrower shall not sell the balance unsold area, including bulk sales, in the Project below the minimum all-inclusive price mentioned above. However, in case any area is sold below the minimum sales price as mentioned above, then the deficit shall have to be made good by the Borrower either by way of contribution from Borrower's / Promoter's own cash flow or by way of adjustment of sweep ratios. e. The Borrower shall collect total balance receivables from area sold / to be sold from the Project, estimated to be minimum Rs. 1.43 Crs hence forth on aggregate basis,	Minimum all inclusive selling price on Saleable Area (Rs. Per sq ft)	Maximum Saleable Area to be sold (sq ft)	4,200	18,763	4,500	22,783	4,800	26,804	Minimum all inclusive selling price on Saleable Area (Rs. Per sq ft)	Maximum Saleable Area to be sold (sq ft)	5,200	16,440	5,500	13,700	5,800	17,810
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5,200	16,440																
5,500	13,700																
5,800	17,810																





in accordance to the below mentioned collection schedule, subject to a maximum variance of 10%:

Half year ending	Cumulative Sales Receivables (Rs. In Crs)	Cumulative area to be sold (in sq.ft.)
Mar – 2019	2.87	10,811
Sep – 2019	7.30	24,332
Mar – 2020	14.85	39,223
Sep – 2020	24.86	54,115
Mar – 2021	38.43	71,686
Sep – 2021	55.60	89,258
Mar- 2022	65.83	105,489
Sep-2022	71.43	116,300

f. The Borrower agrees to give right of first refusal to the Lender or its affiliates (Housing Finance Company) for being preferred Housing Finance Lender to its retail customers in all its ongoing and future residential projects.

g. It is to be noted that In case of any revision in the Facility/ terms of the Facility/ Business plan during the tenure of the Loan it will be at the discretion of the Lender to approve the same and will attract an appropriate fees on mutually agreed terms

