

THIS CONTRACT is signed on the 2nd day of July, 2024

BY and BETWEEN:

M/s MYRAYASH HOTELS PRIVATE LIMITED, a Private Company incorporated under the Companies Act 2013., with CIN: U74999GA2016PTC013571 having registered office at 202, Building No.12, Charvi Reemz Bardez, Anjuna Mapusa North Goa, GA – 403509, India represented by its Director Mr. Dhaval Barot, citizen of India, resident in India, hereinafter referred to as The Client/First party, which expression shall wherever the context so requires or admits, mean and include its successors-in-interest, legal representatives executors, administrators(hereinafter referred to as the "Client").

AND

GRUNE DESIGNS PVT. LTD., a company registered under the laws of the India, having its registered office at 603, Lodha Supremes, Saki Vihar Road, Mumbai - 400072, India, and represented by its Director **Mr. Sooraj Nair** (hereinafter referred to as the "Consultant").

WHEREAS:

- a. The **Client** is in absolute ownership and Legal possession of the schedule-A property which is more specifically described in the schedule-A of this agreement.
- b. The **Client** is desirous to develop the schedule-A property in to a Resort with international standards. Pursuant to a desire to engage and appoint a suitable consultancy for MEP Design Consultancy, the first party executing this agreement with the second party.
- c. The **Consultant** has accepted to undertake the **Services** in accordance with the terms of this Contract.

NOW THEREFORE, THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, words and expressions shall have the meanings given to them in the conditions of contract set out in "Conditions of Contract".
2. The following documents shall be deemed to form and shall be read and construed as part of this Contract:
 - 2.1 Conditions of Contract
 - 2.2 Appendix A: Project Information
 - 2.3 Appendix B: Scope of Services & Design Deliverables
 - 2.4 Appendix C: Key Timelines
 - 2.5 Appendix D: Fee and Payment schedule
 - 2.6 Appendix E: Consultant's latest Proposal

Handwritten: 2/7/24, 21/7/24, Cloned as per 1/7/24

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Handwritten: 02/07/24



Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate, Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

It is understood and agreed that the terms of the Conditions of Contract and Appendices A, B, C, and D take precedence over the terms of the Consultant's Proposal in Appendix E.

3. In consideration of payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to undertake and complete the Services in conformity in all respects with the provisions of this Contract.
4. The Client hereby commits to pay the Consultant, in consideration of the realization and completion of the Services, the Contract Price or such other sums as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

In Witness whereof the parties hereto have caused this Contract to be executed in two (2) original copies the day and year first before written in accordance with their respective laws.

Authorized Signature by the **Client**
MYRAYASH HOTELS PVT. LTD.

Name: Mr. Dhaval Barot

Signature

Authorized Signature by the **Consultant**
GRUNE DESIGNS PVT. LTD.

Name: Mr. Sooraj Nair

Signature

Witness 1

Witness 1

Name:

Name:

Address:

Address:

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemiz Bardez, Anjana Mapusa
North Goa GA-403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Dif Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in

Handwritten notes and signatures at the bottom left, including dates like 21/01/24 and 21/01/24, and initials.



MYRAYASH HOTELS

Witness 2

Witness 2

Name:

Name:

Address:

Address:

21/7/24
27/7/24
22/8/24
22/8/24



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in

Conditions of Contract

1.1 Definitions

The following words and expressions shall have the meanings assigned to them as follows:

- 1.1.1 'Project' means the design, procurement, and construction of the Works described in Appendix A, and for which the Services are to be provided.
- 1.1.2 'Services' means the services defined in Appendix B (Scope of Services & Deliverables) to be performed by the Consultant in accordance with the Contract.
- 1.1.3 'Works' means the permanent works to be executed for the completion of the Project, as defined in Appendix A.
- 1.1.4 'Country' means India.
- 1.1.5 'Party' or 'Parties' means the Client and the Consultant (as the context requires) and 'Third party' means any other person or entity as the context requires.
- 1.1.6 'Client' means the Party named in the Contract, who employs the Consultant, and legal successors to the Client and permitted assignees.
- 1.1.7 'Consultant' means the professional firm or individual named in the Contract, who is employed by the Client to perform the Services, and legal successors to the Consultant and permitted assignees
- 1.1.8 'Project Manager' shall mean M/s. Impress, Project Management & Consultancy
- 1.1.9 'Day' means a calendar day and year means 365 days.
- 1.1.10 'Written' or 'in-writing' means hand-written, type-written, printed or electronically made, and resulting in a permanent un-editable record.
- 1.1.11 'Local currency' means the Indian Rupees (INR) and 'Foreign Currency' means United States of America Dollars (USD)
- 1.1.12 'Fees' means the sums as defined in Appendix D which are payable under the Contract.
- 1.1.13 'Applicable Laws' means, as amended from time to time, all laws, treaties, ordinances, rules, regulations and orders having force of law, and any authoritative interpretation of such laws, treaties, ordinances, rules, regulations and orders issued by a competent court, arbitral tribunal or other governmental agency that directly or indirectly apply to the Services or the Project.
- 1.1.14 "Applicable Standards" means the standards, requirements and criterion set out in relation to and applicable to the Project and the performance of the Services, including but not limited to the Country's building codes and regulatory standards, as well as any international standard or specifications instructed by the Project Manager to the Consultant.

CMG 2/17/24
2/17/24
CMG
02/16/24


02/17/24



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

1.2 Notices

Client's address:

MYRAYASH HOTELS PVT LTD,
202, Building No.12, Charvi Reemz Bardez, Anjuna Mapusa North Goa,
GA – 403509, India
Attn: Mr. Vyankatesh Kulkarni
Email : vkulkarni@bharatrealty.in
Telephone: + 91 8208928878
Land Line: + 91 0832 - 2274201

Consultant's address:

GRUNE DESIGNES PVT LTD
603, LodhaSupremus, Saki Vihar Road, Mumbai - 400072, India
Attn: Mr. Sooraj Nair
Email: sooraj.nair@grunedesigns.com
Telephone: + 91 7738051585

Project Manager's address:

Impress
409 B-Wing, Building No. 4, Humera Park,
Pathanwadi, Malad (East), Mumbai - 400097
Email: shrinath@impresspmc.com

Official notices to be served under the Contract shall be in non-electronic written forms sent through registered courier and will take effect from receipt at the addresses stated above. No change of addresses shall be binding upon the other party hereto until written notice thereof is received by such party at the address shown herein. All notices shall be in English and shall be effective upon receipt.

1.3 Communications and Language.

Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person shall be written in English. The ruling language of the Contract is English.

1.4 Assignments and sub-contract

Neither the Client nor the Consultant shall assign obligations under the Contract without the written consent of the other Party. The Consultant shall not initiate or terminate any sub-contract for performance of all part of the Services without the written consent of the Client.

1.5 Copyright & ownership of design documents

The Consultant shall ensure that the designs be exclusive to the Project and have not been reproduced from other projects. Copyright and ownership of all the documents prepared by the Consultant for the Client under this Contract shall be transferred to the Client immediately upon the Consultant's receipt of full and

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



final payment for the Services performed and expenses incurred under this Contract in relation to the respective documents prepared.

1.6 Corruption and Fraud

In the performance of obligations under this Contract, the Consultant and his agents and employees shall comply with all Applicable Laws of any applicable jurisdiction. The Consultant hereby represents, warrants and covenants that he will never receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a 'public official' in connection with the Project or any business opportunities which are the subject of this Contract.

1.7 Confidentiality

1.7.1 Confidential information pursuant to this agreement, which Client deems proprietary and confidential, the parties agree that the recipient shall not use and prevent the disclosure of any information it receives from the Client to any other person, firm or corporation.

1.7.2 For the purposes of this Agreement, "Confidential Information" shall mean information relating to the business, clients, customers and business practices of the Client and shall include but not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to the Client and any other information that is reasonably determined to be confidential or proprietary and shall specifically include but not limited to the following: -

- (a) Data pertaining to the Client, both personal and in particular, names, address etc.
- (b) Business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements and joint ventures in which the Client is involved.
- (c) Software data, particularly information relating to the Software and the parts thereof as well as any devices designed by the Client to prevent unauthorized copying.
- (d) Research and development data.
- (e) Financial data, in particular, concerning budgets, price and revenue calculation, sales figures, financial statements, profit expectations and inventories of The Client.
- (f) For the removal of doubts, the term "Confidential Information" shall include any tangible expression of such information mentioned above and including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto and shall further include any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in





MYRAYASH HOTELS

1.7.3 Confidential Information will not include information that:

- (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Consultant; or
- (b) was known by the Consultant prior to receiving such information from the Client and not in any way connected with the Purpose; or
- (c) is rightfully acquired by the Consultant from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure and not in any way connected with the Purpose; or
- (d) Independently developed by the Consultant without access to any Confidential Information of the Client.

1.7.4 The Consultant hereby agrees:

- (i) To maintain the Client's Confidential Information in strict confidence;
- (ii) Not to disclose such Confidential Information to any third parties
- (iii) Not to use any such Confidential Information for any purpose except as specified in this Agreement.
- (iv) However, the Consultant may disclose the Confidential Information of the Client to its partners/directors and employees, who have a bona fide, need to know such Confidential Information for the Purpose and to perform quality performance review processes.
- (v) Each such partner/director and employee shall be bound by the terms of this agreement. Additionally, the Consultant may disclose such Confidential Information to its professional advisers for the purposes of seeking advice, which will be bound by confidentiality not less onerous than this Agreement.
- (vi) Nothing contained in this Agreement will restrict the Consultant from disclosing the Client's Confidential Information to the extent required by any law or regulation; provided that the Consultant uses reasonable efforts to give the Client reasonable advance notice of such required disclosure, to the extent practical and legally permissible, in order to enable the Client to prevent or limit such disclosure.

1.7.5 On termination or expiry of this Agreement or when the Purpose is not achieved or upon the Client's request, the Consultant will promptly return or certify destruction thereof to the Client all tangible items and embodiments containing or consisting of the Client's Confidential Information and all copies thereof (including electronic copies). However, nothing contained in this Agreement will require the consultants to return or destroy such documentation to the extent necessary for the maintenance of proper professional records. Such documentation will continue to be subject to the confidentiality obligations contained in this Agreement.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



- 1.7.6 All Confidential Information remains the sole and exclusive property of the Client. The Consultant acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the Consultant, by license or otherwise, in or to any Confidential Information of the Client, or any patent, copyright or other intellectual property or proprietary rights of the Client, except as specified in this Agreement.
- 1.7.7 Each party agrees that unless and until a definitive agreement between the Parties with respect to the Purpose has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to achievement of such purpose whether through written or oral expression by any of their partners, directors, officers, employees, stockholders, agents, or any other representatives, fiduciaries or advisors.
- 1.7.8 All confidential information is provided by The Client on an "AS IS" basis. Neither party makes any representations or warranties as to the accuracy or completeness of the Confidential Information, it being understood that neither party shall have any liability to the other party resulting from the use of the Confidential Information supplied by the Client, except as may be expressly provided in a definitive agreement entered between the parties.
- 1.7.9 That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 1.7.10 The Consultant's acknowledges that unauthorized use or disclosure or threatened disclosure of the Client's Confidential Information may cause the Client to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Client will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise without showing any actual proof of damages.
- 1.7.11 Notwithstanding anything contained herein, the provisions of this Clause shall continue to be applicable and to bind the parties without limit in point in time except and until such information enters the public domain.
- 1.7.12 The parties hereby agree that they shall only make such notes, copies, photocopies, backups, or other written, photographic or computer-generated records relating to the Confidential Information as are absolutely necessary. Immediately upon termination of this Agreement, the parties shall collect all copies of the Confidential Information received by them and return the same to the other party, or, upon instruction from such other party, destroy all items of Confidential Information in the manner specified.

*Chy 551
27/11/24
02/10/24
02/10/24*

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

02/10/24

02/10/24



Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

THE CLIENT

2.1 Cooperation & Information

The Client shall co-operate in good faith with the Consultant and shall precisely and timely specify its requirements for the Project relating to design, cost, statutory, timelines, site and any other relevant information.

2.2 Decisions

On all matters properly referred to him in writing by the Consultant, the Client shall promptly give his decision in writing in no more than ten (10) working days so as not to delay the performance of the Services.

2.3 Assistance

In the Country and in respect of the Consultant, his personnel and his dependents as the case may be, the Client shall do all in his power to assist in: the provision of documents necessary for entry, residency, working and exit; providing unobstructed access wherever it is required for the Services; import, export and customs clearance of personal effects and of goods required for the Services; their repatriation in emergencies and providing access to other organizations for collection of information which is to be obtained by the Consultant. In respect of the above matters, the Client shall assist the Consultant in good faith, however the Client will not be responsible under this Contract for the failure of the Consultant to complete the above obligations.

2.4 Client's representative

The Client's representative for the administration of this Contract shall be its Project Manager. The Project Manager shall be authorized to represent and act on behalf of the Client on a day-to-day basis during all stages of the Project. All communications shall be exchanged with the Project Manager, who shall seek Client's approval as and when required. The decisions and actions of the Project Manager shall be binding on the Client and the Client shall be liable for the same. Accordingly, approvals required from the Client, if provided by the Project Manager, shall be deemed to be approval from the Client for the purposes.

2.5 Services of others

The Client shall at his cost arrange the provision of services from others as described in Appendix B and the Consultant shall cooperate with the suppliers of such services but shall not be responsible for them or their performance.

Ag
21/07/21
5/11/21
21/07/21
CH
02/07/21

B
21/07/21

D



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201

info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel 191 22 6190 0000

www.bharatrealty.in

THE CONSULTANT

3.1 Scope of Services

The Consultant shall perform the Services as stated in Appendices B, in accordance with the timelines defined in Appendix C.

3.2 Duty of care and exercise of authority

The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Contract, and the Consultant shall be responsible to comply with all Applicable Laws and Applicable Standards and to procure all applicable permits required for the Consultant to perform the Services. He shall employ qualified personnel and other resources to perform and complete the Services in compliance with agreed programs. He will provide and employ only such persons as are properly qualified, competent and experienced in order to carry out their respective responsibilities in connection with the Services. In all respects, he will comply with all technical standards, building, construction, health, safety and environmental laws applicable to the Services, and will ensure that the Services provided take into full consideration:

- (i) the safe, efficient and economical construction, operation and maintenance of the Project,
- (ii) that the Project is free from any unreasonable or avoidable risks of pollution, nuisance or hazard.

3.3 Supply of personnel

The personnel who are proposed by the Consultant to work in the Country shall be subject to acceptance by the Client with regard to their qualifications and experience; such acceptance shall not be unreasonably withheld.

3.4 Coordination with other consultants

The Consultant shall coordinate its work and its deliverables with other consultants appointed by the Client. This involves but is not limited to coordination between architecture, structure, services, interiors, lighting, etc. To this effect, the Consultant shall promptly reply to any Request for Information (RFI) issued by the Project Manager or any other consultant, and attend design coordination meetings called by the Client or the Project Manager (within agreed number of visits and terms mentioned in Appendix D).

COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

4.1 Contract effectiveness

The Contract shall become effective from the date of its signature and remain in force for a period of thirty-six (36) months, or any other period mutually agreed to by both Parties.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

4.2 Commencement and completion

The Services shall commence when Contract is effective and shall proceed in accordance with the time scheduled in Appendix C.

4.3 Variations

Design changes will be met as per client's requirement and will be fulfilled up to the client's satisfaction and all design changes will be included in the fee.

However, if there is a significant change in design or change in scope or inclusion of additional areas then additional Fee can be charged on a mutually agreeable term and shall be released as an amendment to the original contract.

It is understood that the design coordination process with other consultants and specific requirements from authorities will require the Consultant to revise its drawings from time to time. These changes are deemed to be part of the Services and shall not constitute a variation.

4.4 Delays

If the Services are impeded or delayed by the Client or his contractors so as to increase the scope, cost or duration of the Services, the Consultant shall inform the Client of the circumstances and probable effects. The increase of scope and/or costs shall be regarded as a variation and the time for completion of the Services shall be increased accordingly. Any additional costs shall be subject to Client approval.

The Client cannot be held liable in any way for delays due to regulatory changes; delays in receiving official permissions (including environmental and construction permissions); or delays due to financial constraints or other considerations on the part of the Client. In the case of delays due to such causes, the Client and the Consultant will endeavor to amicably reach consensus on a new programmed.

4.5 Penalty

The Project Manager will issue, from time to time, design schedules (the "Schedules") detailing key deliverables and inputs dates from all consultants, in line with the present Contract. If the Consultant has any reasonable objection to any of the Schedules, he shall raise it with the Project Manager within 5 working days, after which time it shall be deemed accepted.

If the Consultant fails to issue deliverables as per the Schedules and the Project Manager issues a notice of delay to the Consultant, the Consultant shall revert back within 2 working days with a valid reason justifying such delay and a firm date for issuing these deliverables, subject to Project Manager approval.

If the Project is delayed due to the Consultant's non-compliance with the Schedules, the Project Manager has the right to impose financial penalties by way of deduction from the Consultant's fees equal to 0.15% of the amount due to the Consultant for a particular design stage which was delayed, per day of

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 Info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address: *

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



Handwritten notes in blue ink: 21/11/24, 21/11/24, 21/11/24, 21/11/24, 21/11/24, 21/11/24

Handwritten signature in blue ink



MYRAYASH HOTELS

4.10 Rights and Liabilities of Parties

Termination of the Contract shall not prejudice or affect the accrued rights or claims and liabilities of the Parties prior to the date of termination.

4.11 Force Majeure

Neither Party shall, during the pendency of the events referred to in this clause 4.11, be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any event which is beyond the reasonable control of such party and that on or after the Effective Date materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. In any such event as specified under this Clause 4.11, the Party affected by any such event shall notify the other Party within forty-eight (48) hours of its occurrence and shall take all necessary measures to minimize the impact and/or delay caused by any such event. Failure by the affected Party to give written notice of a force majeure event to the other Party within the forty-eight (48) hour period shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to this clause 4.11 for any failure or delay in complying with its obligations under or pursuant to this Agreement until such notice has been given. The affected Party shall immediately notify the other Party upon the cessation of a force majeure event as specified under this Clause 4.11.

PAYMENT

5.1 Payment to the Consultant

The Client shall pay the Consultant Fees in accordance with the conditions and with the details stated in Appendix D.

Where the Client has required the Consultant to appoint selected consultants as the Consultant's sub-consultants, fees owed to those sub-consultants shall be due to the Consultant in addition to the Consultant's Fees (for example, lighting consultant, cost control consultant etc.). Any such fees will however be subject to prior Client approval in writing.

5.2 Time for payment

Amounts due to the Consultant shall be paid within 20 calendar days of the receipt of Consultant's invoice, which invoice shall be issued upon completion of the relevant deliverable. The Client shall not withhold any payment of any fee properly due to the Consultant without giving the Consultant a notice of his intention, with reasons, no later than ten days prior to the date on which the payment becomes due.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



2/17/24
2/17/24
02/07/24

02/07/24

5.3 Currency of payment

The currency of payment shall be as stated in Appendix D.

5.4 Taxes

- a. GST as applicable shall be charged extra
- b. The TDS at Source shall be deducted from the amount to be paid to the Consultant.
- c. All other Taxes prescribed by law will be implemented.

5.5 Changes in Legislation

Subject to Clause 4.4., if the cost or duration of the Consultant's services is altered as a result of changes in or additions or reductions to the regulations of the country where the services are being performed, the Fees and time for completion shall be adjusted accordingly by mutual consent.

5.6 Disputed invoices.

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give a notice of his intention, within 7days of the date when payment is due, to withhold payment with reasons as indicated in 5.2 and shall not delay payment on the remainder of the invoice, if the defect cured by the consultant with in the period stipulated herein above.

LIABILITY

6.1 General

The Consultant shall only be liable to pay compensation to the Client arising out of or in connection with the Contract if a breach of the Consultant's obligations hereunder is established against him.

6.2 Duration of liability

Notwithstanding anything in this Contract, including the early termination or expiry therefore, the Consultant shall remain liable to the Client for any defects or deficiencies in the Services for a period of twelve (12) months after the expiry or termination of this Contract.

Notwithstanding anything else in this Contract or any legal requirement of the Country or any other jurisdiction (including the jurisdiction of the place of establishment of the Consultant), the Client shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the Contract.

6.3 Limit of compensation

Not applicable.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel 491 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

6.4 Indemnity

So far as the law governing the Contract permits, the Client shall indemnify the Consultant against the adverse effects of all claims including claims by third parties which are known to the client, which arise out of or in connection with the Contract except in so far as such claims are: (i) covered by the insurances arranged under the terms of Clause 7.1; and/or (ii) attributable to the Consultant.

The Consultant undertakes to indemnify and hold harmless the Client from all claims, damages, liabilities losses and expenses arising out of in whole or in part of any error, omission, negligent act or willful misconduct of the Consultant or any one directly employed by the Consultant, including claims by third parties which arise out of or in connection with the Contract.

The Consultant shall indemnify, defend and hold harmless the Client against any claims brought against the Client to the extent such claims result from the infringement of any trademark, copyright or patent of a third party by the Consultant.

6.5 Exceptions

Clause 6.3 does not apply to claims arising from deliberate fault, fraud, fraudulent misrepresentation or reckless or willful misconduct, or otherwise than in connection with the performance of obligations under the Contract.

INSURANCE

7.1 Insurance for professional liability

The Consultant shall insure against his liability under this Contract for an amount not less than the amount of the Fees. The cost of the insurances arising under this clause shall be deemed to be incorporated into the Consultant's Fees.

APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 This Contract shall be governed by and construed in accordance with laws of the republic of India. Courts in Mumbai, in the state of Maharashtra shall have jurisdiction, to excluding of all other jurisdiction, to entertain and/or to adjudicate any matter in relation to this agreement.

8.2 If a dispute of any kind whatsoever arises between the parties in connection with, or arising out of the present Contract (including with respect to its formation), whether during execution of the Services or after their completion, the Parties shall attempt to settle such dispute amicably before the commencement of arbitration. An amicable solution will have to be reached between the parties within thirty (30) days (or such period as may be mutually agreed between the Parties) after the dispute was notified in writing to (and by) the Parties.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 Info@myrayash.com

CIN: U74999GA2016PTC013571



Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatealty.in

- 8.3 If an amicable solution cannot be reached within the set period, the dispute shall be finally settled by arbitration, by a sole arbitrator appointed by mutual consent, in accordance with and subject to the provision of Indian Arbitration and Conciliation act, 1996 or any statutory amendment for the time being in force. The arbitration proceedings shall be conducted in Mumbai, Maharashtra. The proceedings shall be conduct in English. The award rendered by the arbitrator(s) shall be final and binding upon both parties.

GENERAL

- 9.1 Each Party represents and warrants to the other Party that:
- a) the Party has full power and authority to execute and deliver this Contract and to consummate the transaction contemplated herein and that the same does not (i) contravene any agreement to which he is a party to or; (ii) violate any order, judgment or decree against or binding upon the Party or upon any of the Party's properties or businesses; or (iii) violate any Applicable Laws;
 - b) there are no material actions, suits, arbitration or legal, administrative, governmental or other proceedings or litigation pending or threatening against the Party which adversely affect such Party's ability to execute and perform his obligations under this Contract;
 - c) this Contract has been duly and validly executed and delivered by such Party and constitutes valid and binding obligations upon the Parties, enforceable against each other in accordance with its terms;
 - d) such Party is authorized and qualified to do business and is in good standing in order to carry out the purposes of this Contract;
 - e) the information provided by such Party is true, accurate and is not misleading in any manner whatsoever; and
 - f) the Party is not insolvent or bankrupt or subject to any other similar proceedings.
- 9.2 If any provision of this Contract is / becomes invalid or unenforceable under the Applicable Laws, then, to the fullest extent permitted by the Applicable Laws, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. The Parties further agree to replace the invalid or unenforceable provision(s) with a valid and enforceable provision that will achieve, to the extent possible, the purpose of the invalid / unenforceable provision.

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

- 9.3 This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.4 This Contract (together with any amendments or modifications thereof) constitutes the entire agreement and understating among the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.
- 9.5 All waivers or consents given under this Contract shall be in writing. Failure by any Party to exercise any rights under this Contract in any one or more instances shall not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Contract shall not be deemed a waiver of any other default.
- 9.6 The Consultant hereby agrees to maintain strict confidentiality of all information and documents it receives in connection with the Project, and the Consultant undertakes not to share such information with any third party other than as permitted by the Client in writing or as contemplated by the Contract to enable the Consultant to perform the Services.

21/07/24
21/07/24
21/07/24
21/07/24

DJ



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in

Appendix A – Project Information

Project Background & Objectives

MYRAYASH HOTELS is developing an upscale 5star Resort at Anjuna, Goa Project at Anjuna Village, Bardez Taluka, North Goa District, Goa-403515

The Architectural Design is at the Concept Design Stage
General Project Details are as listed below

Total area of plot: 69,969 sqm
Area of parking lot: 5738 sqm
Total Built-up area is 26,362 sqm

Public Areas	Main Lobby, Banquet, ADD, Other facilities	1773 sqm
Guest Rooms	162 guest Rooms& 19 Tented Villas	8136sqm
Landscape Areas	Swimming Pool, Decks, Pathways etc.	4699 sqm
BOH Areas	Kitchens, Laundry, Offices, Staff facilities etc.	2117sqm

Irrespective of area and space, there will be no change in contract fee in the event of change in areas and usage.

Appendix B – Scope of Services & Deliverables

General Requirements

As the sustainability consultant, you shall co-ordinate all aspects of your design deliverables with the Architecture Design Consultants and shall also take into consideration work carried out by other specialist consultants appointed by the Clients including but not limited to Structure, Facility Planning, Interior Design, Acoustic, Landscape, etc.

The sustainability consultant shall take a proactive involvement in the entire design process to ensure that the project against the maximum benefit of the Consultants' expertise. The sustainability consultant shall be expected to work in a collaborative manner with the project design team to achieve an economical and efficient Design solution.

The sustainability consultant shall perform its services promptly within agreed time limits and in accordance with the highest professional standards and practices. The sustainability Consultant shall attend conference calls, and meetings at mutually agreed location as and when required with prior reasonable notice from the Project Manager (within agreed number of visits, if applicable).

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



Handwritten notes in blue ink: 4/18, 27/02, 23/02, 27/02/24, 02/07/24.

Handwritten signature and date: 02/07/24.



MYRAYASH HOTELS

Detailed list of deliverables shall be provided as part of proposal as per following stages mentioned in scope of services.

Scope of Services

The general scope of the sustainability consultant includes the Registration, Feasibility workshop, IGBC Feasibility report, Day light and Energy simulation report, Documentation compilation for precertification, provide response to comments raised by IGBC, Award of Precertification certificate, monthly progress meetings, documentation compilation for final certificate, IGBC site visit, Award of final certification.

Scope of Services.

Green Building Consultancy	Included	Not Included	Notes
Evaluate existing project design	✓		
Design charter to inform all stakeholders about IGBC Green Resorts Rating System	✓		
Preparation of feasibility report based on existing design and certification level aspirations	✓		
Assigning roles and responsibilities to different project stakeholders about design requirements	✓		
Facilitate registration of project with IGBC Online Portal	✓		
Create a quotation for fees payable by the client to IGBC	✓		
Advice on measures to be implemented on the site to attain the desired certification level	✓		
Water conservation measures to be implemented on the site to attain the desired certification level	✓		
Energy conservation measures to be implemented on the site to attain the desired certification level	✓		
Material conservation measures to be implemented on the site to attain the desired certification level	✓		

Handwritten notes in blue ink: 27/12/24, 02/01/24, and a signature.



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa North Goa GA 403509 IN

Tel 0832 2274201 | Info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate, Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 | www.bharatirealty.in

Indoor environmental quality measures to be implemented on the site to attain the desired certification level	✓		
Provide assistance in identifying suppliers/vendors for the project to meet IGBC requirements	✓		
Prepare and provide all necessary templates/design documentation to the project team, in order to meet IGBC requirements	✓		
Estimation of energy saving after renewables	✓		
Facilitate project team in preparing the documentation for final certification as stipulated by IGBC	✓		
Prepare review documents with project team for clarifications raised by IGBC on final certification submission	✓		

Exclusions

Green Building Consultancy	Included	Not Included	Notes
Acoustic Design and Acoustic consultant work		✓	
Third party MEPF commissioning		✓	
Design and planning for architectural and structural		✓	
Outdoor lighting simulation		✓	
Building Envelope Commissioning		✓	
Fees payable to IGBC		✓	

2/10/24
 2/10/24
 02/10/24
 02/10/24
 02/10/24



Myrayash Hotels Pvt. Ltd.

Registered Address:
 202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
 North Goa GA 403509 IN
 Tel 0832 2274201 info@myrayash.com
 CIN: U74999GA2016PTC013571

Corporate Address:
 502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
 Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.
 Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

Deliverables -IGBC

Parameter	Included	Not Included	Notes
IGBC Green Resorts Scorecard	✓		
Feasibility Report	✓		
Fresh air calculations	✓		
Tender inclusions for MEP	✓		
Documentation to meet credit design requirements	✓		
Documentation for site related activities	✓		

Appendix C- Timelines

As per Impress PMC schedule.

Appendix D - Fees Proposal and payment terms - Sustainability

Parameter	Fees
Consultancy for IGBC Green Resort Rating System	Rs. 5,00,000
Rupees Five Lakhs Only	
Notes	
<ol style="list-style-type: none">1) Above fees are exclusive of GST2) All taxes/duties applicable to Consultancy Agreement shall be payable by the client. Any enhancement in taxes / levies announced by Government shall be applicable to payments to be released subsequently3) Please note above fees are considering single certification for one building4) Please note above fees are exclusive of statutory fees payable to IGBC5) All expenses towards site visits and technical discussions etc. leading to travel outside of Mumbai shall be paid at actuals including air fare, lodging, and boarding	

27/07/24
27/07/24
27/07/24
27/07/24
27/07/24

27/07/24

27/07/24



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in



MYRAYASH HOTELS

Payment Terms - IGBC

Parameter	Fees Payable
Advance	10% of total estimated fees
On Submission of Feasibility Report	25% of total estimated fees
On submission of daylight analysis	30% of total estimated fees
Against Final Documentation Submission to IGBC	20% of total estimated fees
On submission of review response to IGBC	10% of total estimated fees
Against Award of Digital Certificate of Certification	5% of total estimated fees

Appendix E – Consultant's Proposal

Enclosed by order of precedence

a / Consultant's proposal dated 10-06-2024.

Handwritten notes in blue ink:
21/07/24
21/07/24
21/07/24
21/07/24
21/07/24
21/07/24

Handwritten signature in blue ink.



Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Maptusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000 www.bharatrealty.in