

For CITIZEN CREDIT™
CO-OP. BANK LTD.

Dias
Authorized Signatory

(Rupees Twenty lakhs Only)

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
NEAR TEEN BUILDING
ALTO, PORVORIM
BARDEZ - GOA - 403521

D-5/STP(V)/C.R./35/34/2011-RD

भारत 17186



185939

NON JUDICIAL गोंया
OCT 05 2016

12:47

R. 2000000/- PB7147

INDIA STAMP DUTY GOA

Name of Purchaser M/S HARASIDDH CONSTRUCTIONS

For CITIZEN CREDIT™
CO-OP. BANK LTD.

Dias
Authorized Signatory

(Rupees Seventeen lakhs Twenty One thousand five hundred Sixty Only)

CITIZEN CREDIT CO-OP BANK LTD
SURVEY NO. 125/2, PLOT NO. 158
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D-5/STP(V)/C.R./35/34/2011-RD

भारत 17187



199939

NON JUDICIAL गोंया
OCT 05 2016

12:48

R. 1721560/- PB7147

INDIA STAMP DUTY GOA

Name of Purchaser M/S HARASIDDH CONSTRUCTIONS

H286/2016.



AGREEMENT FOR DEVELOPMENT

This AGREEMENT FOR DEVELOPMENT is made and executed at Mapusa, Bardez, Coa on this 05th day of October 2016. (05/10/2016).

Sofitel Hospitality & Management LLP

[Signatures]

Partner

FOR HARASIDDH CONSTRUCTIONS

[Signatures]

Partner

BETWEEN

SOFITEL HOSPITALITY & MANAGEMENT LLP, having PAN No.ACSFS0207R, having their registered office at Plot No.1/838, L. J. Road, next to Bank of Maharashtra, Mahim (West), Mumbai 400 016, hereinafter referred to as "**THE OWNERS**" represented by their Partners, 1. **MR. TASLIM ABDULLA CHOUGLE**, son of Mr. Abdulla Chougule, aged 53 years, business, married, having PAN No.AABPC1361P, Mob No.9820063384, resident of Shakti C Building, 6th Floor, Kalyan Complex, Versova, Andheri, Mumbai 400061, 2. **MRS. DILSHAD TASLIM CHOUGLE**, wife of Mr. Taslim Chougule, aged 43 years, business, married, having PAN No.AAGPC2269M, Mob No. 9820063384, resident of Shakti C Building, 6th Floor, Kalyan Complex, Versova, Andheri, Mumbai 400061, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners from time to time, heirs, successors and assigns) of the One Part **AND MESSRS HARASIDDH CONSTRUCTIONS**, having PAN No.AAJFH6886Q, a Partnership Firm having its office at Tulsi Villa, Poddar Road, Santacruz (West), Mumbai 400 054, hereinafter referred to as "**THE DEVELOPERS**" represented by its Partners 1. **MR. PRATAPCHANDRA BULAKHIDAS PATEL**, son of Mr. Bulakhidas Shankardas Patel, aged 79 years, business, widowed, having PAN No.AACPP3169P, Mob No.9920170325, resident of A/703, Silver Beach Apts, A. B. Nair Road, Juhu, Mumbai 400049, 2. **MR. MUKUL PRATAPCHANDRA PATEL**, son of Mr.

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Partner

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Pratapchandra Bulakhidas Patel, aged 44 years, business, married, having PAN No.AACPP3168N, Mob No.9820060521, resident of A/705, Silver Beach Apts, A. B. Nair Road, Juhu, Mumbai 400049, and 3. **MRS. MEGHANA MUKUL PATEL**, wife of Mr. Mukul Pratapchandra Patel, aged 42 years, business, married, having PAN No.AAEPP3281G, Mob No.9820462201, resident of A/705, Silver Beach Apts, A. B. Nair Road, Juhu, Mumbai 400049, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners from time to time of the said firms their respective heirs, executors administrators and assigns) of the Other Part. The One Part and the Other Part shall collectively be referred to as "**Parties**" and individually as "**Party**".

All parties to this Agreement are Indian Nationals.

WHEREAS:

- (i) The Owners herein are seized and possessed of or otherwise and sufficiently entitled to the immoveable property being non-agricultural land with partly constructed structures standing thereon admeasuring an area of 13,850 Sq.Mts. situated at village Anjuna, within the Village Panchayat of Anjuna, Bardez Taluka, Bardez Sub-District of Registration, North District of Goa, State of Goa, and more particularly described in the Schedule hereunder written and hereinafter referred to as "**the said property**";

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(ii). The Owners are desirous of granting development rights in respect of the said property in favour of the Developers and to ultimately sell, transfer and convey the said property* in favour of the Developer's nominee/s including a Co-operative Housing Society or Body incorporate that may be formed of all the flat/shop buyers/owners of premises constructed on the said property on the terms and in the manner hereinafter contained;

(iii) Simultaneously with the execution of this Development Agreement, the Owners shall execute Power of Attorney in favour of the Developers to enable the Developers for the purpose of development and complete the construction on the said property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Owners shall give the said property to the Developers for development and ultimately sell, transfer and convey to the Developer's nominees including a Co-operative Housing Society or Body incorporate that may be formed of all the flat/shop buyers/owners of premises constructed on the said property for the consideration and on the terms and conditions hereinafter contained.

2. The Owners have obtained approval of building plans from Town Planning Department as per approval letter dated .

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11/03/2015 under TPBZ/3224/ANJ/TCP-15/929 issued by Office of The Senior Town Planner, Mapusa, Goa. The Owners have obtained non-agricultural permission/sanad from the Collector, North Goa dated 22/04/2015 under RB/CNV/BAR/AC-1/75/2014. The Owners have obtained construction license from Village Panchayat of Anjuna dated 13/05/2015 under VP/ANJ-CAI/2015-2016/262. The Owners state that as per the said approved plans/NA permission/construction license the total full development potential in respect of the said property in terms of carpet areas is as follows:

Total residential flats carpet area: 9,002.05 Sq.Mts.

Total commercial/shops carpet area: 1,386.30 Sq.Mts.

The building wise details of such residential flats and commercial shops with their respective carpet areas under the said full development potential are listed in table and annexed hereto as **ANNEXURE "A"**. A plan of the said property showing layout of the said buildings, roads, etc is annexed hereto as **ANNEXURE "A-1"**. The said full development potential is divided into 2 phases for case of construction/sale/etc, viz :

Phase I:

Building Nos. 10, 11, 12, 13, 14 and 15:

Total residential flats carpet area: 4,240.40 Sq.Mts.

Total commercial/shops carpet area: 583.70 Sq.Mts.

Phase II :

Building Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9:

Total residential flats carpet area: 4,761.65 Sq.Mts.

Total commercial/shops carpet area: 802.60 Sq.Mts.

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3. The Owners have commenced development in Phase I of Building Nos.10, 11, 12 & 13 (part structural work carried out till date). The Owners have sold certain flats and shops out of the said buildings comprising **2,516.35 Sq.Mts. carpet area (residential flats) and 329.50 Sq.Mts. carpet area (commercial/shops)**, hereinafter referred to as "**the Owners' sold areas**". Details of the flats/shops sold by the Owners (the Owners' Sold Areas) including consideration, amounts received, balance receivable, etc., are annexed hereto as **ANNEXURE "B"** hereto.

4. On deducting the Owners' already sold areas from the total carpet area available of the full development potential of the said property, the following areas remain (which are still unsold):

Total remaining residential flats carpet area: 6,485.70 Sq.Mts.

Total remaining commercial/shops carpet area: 1,056.80 Sq.Mts.

Phase wise remaining carpet areas are:

Phase I remaining carpet areas :

Residential flats carpet areas: 1,724.05 Sq.Mts.

Commercial/shops carpet area: 254.20 Sq.Mts.

Phase II remaining carpet areas :

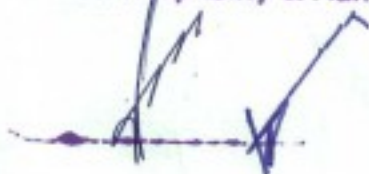
Residential flats carpet areas: 4,761.65 Sq.Mts.

Commercial/shops carpet area: 802.60 Sq.Mts.

Equal Division (approximately) of remaining carpet areas to be shared between Owners and Developers:

5. Fifty per cent (approximately) out of the total remaining available carpet areas mentioned in clause 4 above (i.e. 3,207.60 Sq.Mts. residential flats carpet area and 527.55 Sq.Mts.

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commercial shops carpet area) will be retained by the Owners as owner thereof and sold by them to such persons as they may deem fit (hereinafter referred to as "**the Owners' retained areas**"). The balance Fifty per cent (*approximately*) of the total remaining areas (**i.e. 3,278.10 Sq.Mts. residential flats carpet area and 529.25 Sq.Mts. commercial shops carpet area**) shall belong to and will be the Developers' areas (hereinafter referred to as "**the Developers' areas**") to be constructed by the Developers and sold to such persons as they may deem fit but however subject to the terms herein agreed. Distribution of the fifty percent areas between the Owners and the Developers broadly is as follows:

For the Owners:-

- i- 180.75 Sq.Mts. residential flats and 38.30 Sq.Mts. commercial/shops, from Phase I, and
- ii- 3,026.85 Sq.Mts. residential flats and 489.25 Sq.Mts. commercial/shops, from Phase II.

For the Developers:-

- i- 1,543.30 Sq.Mts. residential flats and 215.90 Sq.Mts. commercial/shops, from Phase I, and
- ii- 1,734.80 Sq.Mts. residential flats and 313.35 Sq.Mts. commercial/shops, from Phase II.

Details of the residential flats and commercial shops coming to the respective share of the Owners and Developers with their respective locations and carpet areas is at **ANNEXURE "C"** hereto. Either party shall be entitled to allot/sell the parking spaces to

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prospective purchasers in proportion to the respective share of carpet areas.

Entire Construction to be carried out by Developers:

6. The Developers shall at their entire cost carry out all the remaining construction of the entire property by consuming the full development potential presently available and which may hereafter become available. Details of the infrastructure facilities and amenities to be provided in the project and the premises to be constructed by the Developers are listed in **ANNEXURE "D"**.

Consideration for this agreement:

7. The Developers shall construct and hand over to the Owners free of cost, the residential flats and commercial shops which comprise the Owners' Sold Areas and Owners' Retained Areas (i.e. 2,516.35 Sq.Mts. + 3,207.60 Sq.Mts. = **5,723.95 Sq.Mts.** residential flats and 329.50 Sq.Mts. + 527.55 Sq.Mts. = **857.05 Sq.Mts.** commercial shops). The consideration of this transaction will hence be handing over of 6581.00 Sq. Mts. carpet area valued at Rs.12,83,29,500/- (Rupees Twelve Crores Eighty Three Lakhs Twenty Nine Thousand Five Hundred Only). The Owners shall be entitled to sell transfer and assign their retained areas to such persons and on such terms as they may deem fit but subject however to the terms herein agreed.

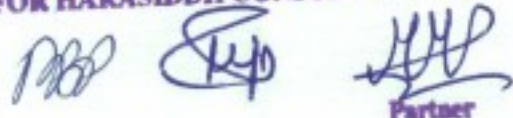
8. The Developers shall be entitled to the Developers' Areas as mentioned in clause 5 hereinabove (i.e. 3,278.10 Sq.Mts. residential flats carpet area and 529.25 Sq.Mts. commercial shops

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- carpet area) to be constructed by the Developers and sold by them to such persons as they may deem fit.

Completion of the Construction by the Developers of the Owner's already sold areas:-

9. The Owners have already received from the purchasers of the Owners' Sold Areas a sum of Rs.9,20,87,000/- till date and there is a balance amount of Rs.3,88,81,950/- still receivable by the Owners from the purchaser of the said Owners' Sold Areas.

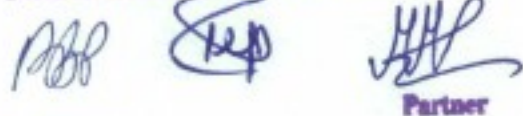
10. The Developers have agreed to complete the construction of the Owners' Sold Areas as mentioned above and hand over the same to the Owners and/or directly to their respective purchasers, and in consideration of which the Developers shall be entitled to receive all the balance consideration of **Rs.3,88,81,950/- (Rupees Three Crores Eighty Eight Lacs Eighty One Thousand Nine Hundred Fifty Only)** receivable by the Owners herein from their purchasers. The Owners shall open a separate escrow bank account in their names with any Scheduled Bank and Mr. Mukul Pratapchandra Patel on behalf of the Developers shall be signatory to the said escrow account, and shall be entitled to withdraw monies from the account under his sole signature. All payments henceforth received by the Owners from their flat/shop purchasers in respect of the Owners' Sold Areas shall be forthwith deposited by the Owners into the said escrow account and these monies shall be withdrawn from the escrow account by the Developers only for the purpose of development and/or completing the construction on the said property as per the terms agreed herein. Subject to receiving the sum of Rs.3,88,81,950/- as aforesaid, the liability

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hereafter for carrying out and for completion of the construction at their balance cost shall be that of the Developers.

Covenants on Marketable title:

11. The Owners have obtained a Certificate of Title dated 28th September 2016, from their Advocate Mr Vishwesh A. Kamat, a copy of which is hereto annexed as **ANNEXURE "E"** and which Certificate is still valid and no changes in respect of title.

12. The Owners have on or before execution hereof given inspection of all original title deeds in their possession in respect of the said property to the Developers' Advocates and handed over photocopies of the same.

13. The Owners shall make out clear and marketable title in respect of the said property free from all encumbrances including all or any claim by way of sale, exchange, let, lease, lien, trust, charge, mortgage, gift, inheritance, easement, maintenance or otherwise of whatsoever nature to the satisfaction of the Developers. If the Owners have to provide constructed premises as part of settlement of any such claims then the same shall be provided out of Owners' Retained Areas without affecting in any manner the Developers' Areas.

14. The Owners state and declare that the said property is not subject to *lispendens* or any proceedings or attachments or charge in respect of the said property and that there is no notice for winding up etc., and that the any such claims if made by any

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persons hereafter shall be cleared by the Owners at their own cost and expenses immediately upon the receipt of such intimation, notice or otherwise.

15. The Owners state and declare that there are no tenants or occupants or any other claimants on the said property.

16. The Owners state and declare that as on date there are no unpaid taxes or other any or unpaid dues of the Company and /or in respect to the said property.

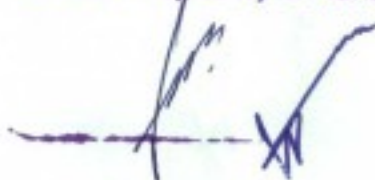
17. The Owners state and declare that save as disclosed in respect of the Owners' Sold Areas, they have not entered into agreements or created any third party rights or encumbrances whatsoever in respect of the said property. If any third party rights or other encumbrances whatsoever are found on the said property, the same shall be cleared by the Owners at their cost.

18. The Owners say that there is no acquisition / requisition or reservation or set back in respect of the said property or any part thereof.

Development permissions to be obtained by Owners at their cost:

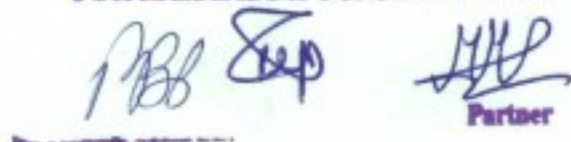
19. All the development permissions obtained by the Owners till date have been shown and given to the Developers and the Developers have inspected, verified and satisfied themselves about all such development permissions/sanctions. Details of the various building permission obtained till date by the Owners are annexed hereto as **ANNEXURE "F"**. The Owners state and declare that all these permissions are valid and subsisting.

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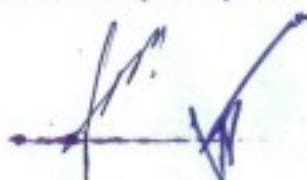
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20. The Owners shall at their cost, be liable to apply for and obtain all further and other requisite permissions, renewals, sanctions and occupation/completion certificates from all the concerned government departments/municipal/panchayat and all other authorities for the full development potential of the said property as mentioned hereinabove.

21. All development and other charges, property taxes, NA taxes, premium, scrutiny fees, Architects' fees and other incidental charges for obtaining the further permission, renewals and also occupation and completion certificates etc. shall be borne and paid by the Owners. The Owners shall be liable at their cost to obtain sanction and connection of (i) electricity supply cable & (ii) main water supply & drainage connection. The maintenance of all such services and infrastructure till completion of the project will be borne and paid by the Developer alone. Thereafter such services and infrastructure shall be maintained by the society or body corporate of flat/shop purchasers. If the Owners fail to obtain such permissions or connections within a reasonable time then the Developers shall be entitled to apply and obtain the same and the cost incurred by the Developers shall be adjusted by proportionate reduction in Owners' Retained Areas.

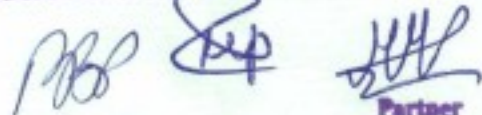
22. The Owners shall get sanction for any further or future FAR/FSI areas that may be hereafter be available in respect of the said property along with all incidental benefits in respect of the development rights *inter alia* in respect of procuring additional area for stair case, balcony, on payment of requisite premium to the

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authorities/municipal/panchayat and/or other concerned authorities which will be borne and paid by both the parties equally, as is permissible under the prevailing Rules and Regulations.

23. Provided that if any further FAR/FSI area is available on the said property the same shall also be shared equally by the Developers and the Owners i.e. 50 per cent each on the same terms as mentioned herein. If any amendment of building plan is done for the same then each party shall be entitled to 50 per cent carpet areas in each of respective residential flats and commercial shops (after deducting Owner's Sold Areas as mentioned in clause 3 above) and such respective areas shall be again earmarked as Owners' Retained Areas and Developers' Areas on mutually agreed terms in consonance with the division done in ANNEXURE C hereto.

Both Parties to be promoters in respect of the respective areas:

24. The Developers shall be at liberty as Developers and Promoters to sell/ allot on ownership basis /lease etc. their share of premises i.e. **3,278.10 Sq.Mts. residential flats carpet area and 529.25 Sq.Mts. commercial shops carpet area** and receive and retain entire consideration thereof.

25. The Owners shall be at liberty to sell/allot on ownership basis /lease etc., in their own name and be liable as Promoters in respect of the Owner's Retained Areas i.e. **3,207.60 Sq.Mts. residential flats carpet area and 527.55 Sq.Mts. commercial**

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shops carpet area and receive and retain entire consideration thereof. The Owners alone shall be liable as promoters in respect of the Owners' Retained as well as Owner's sold areas

26. It is agreed between the Owners and the Developers that neither party shall sell premises in their respective areas at a price less than a mutually agreed rate.

27. Both parties shall be entitled in their own names to execute and enter into and/or issue allotment letters, Agreement for Sale/sale deeds etc., with the prospective purchasers of the flats/shops & car parking spaces for their respective areas. And each party shall keep the other informed about the sale of premises made by them on monthly basis. Either party shall be liable to pay applicable taxes (income tax, service tax, VAT, GST, etc) in respect of transactions of premises of their respective areas.

28. Both parties shall co-operate in forming a Co-Operative Society or Body Corporate of all their combined purchasers i.e. Developers' purchasers and Owners' purchasers of their retained areas and their already sold areas. Both the parties shall co-operate in executing a deed of conveyance or a transfer deed in favour of such Co-Operative Society or Body Corporate in stipulated time.

Other terms:

29. On execution hereof the Owners shall hand over vacant possession of the said property to the Developers for the purpose of development and construction on the said property.

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30. The Developers have paid to the Owners an interest free security deposit of **Rs.2,00,00,000/- (Rupees Two Crores only)**. Out of the said amount of Rs.2,00,00,000/-, a sum of Rs.1,00,00,000/- shall be refunded by the Owners to the Developers on completion of construction of Phase I buildings and the balance amount of Rs.1,00,00,000/- shall be refunded by the Owners to the Developers on completion of Phase II buildings.

31. The Owners shall not interfere in the day to day working of the Developers in the entire project, development of the said property and sale of flats/shops, save and except for co-operation required when called for. All the decisions to be taken for the construction, development and sale of the project and otherwise shall be of the Developers.

32. The Owners shall be liable to pay all rates and taxes, cess and outgoings including Municipal and Collector taxes, bills etc. in respect of the said property from the date of execution of the present Deed. The Developers alone shall be liable to pay the electricity bill, water bill and security guard services with respect to the said property from the date of execution of the present deed till the completion of the construction.

33. The Developers shall be free and at liberty to appoint their own engineers, architect, RCC consultants, interior designers, contractors, sub-contractors and all such other technicians and labourers as required under the project, shall be liable to pay their

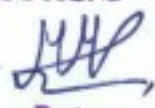
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remuneration of such persons, and which shall a part of the construction cost and liability of the Developers.

34. The Developers shall complete the construction phase wise within total period of about **36 months** of the Owners obtaining commencement certificate/s, subject to reasonable extension of time if the delay is for reasons beyond the control of the Developers.

35. The Owners have also signed and executed Power of Attorney in favour of Developers for the smooth development of the said property.

36. After execution hereof the Owners shall not enter into any Agreement or M.O.U. or otherwise deal with or create third party rights (save and except in respect of their retained areas). The Developers shall not be entitled to sell transfer or assign the benefit of the Development Agreement or make any change in partnership or to their constitution without the written consent of the Owners.

37. The Developers shall be at liberty to mortgage the areas coming to their share and to take financial assistance from any person/party/firm/company as per their requirement and decisions.

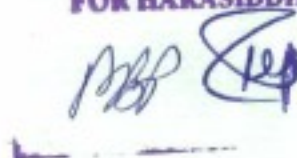
38. The Developers have the rights to display their board at site of construction and also to advertise in newspaper, brochure, etc.

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39. This entire project shall be known as "CHARVI REEMZ" and similar hoardings and boards would also be displayed at site and wherever required and necessary.

40. The Developers agree to carry out the development activities as per the rules and guidelines applicable to the development prescribed by the Government, local body and authorities and shall keep the Owners indemnified against any claim arising by any act of omission or commission by the Developers.

41. Any and all disputes arising out of or in relation to this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred to the arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the Parties shall resolve to settle the disputes/s through mutual negotiation and discussions. In the event that the said disputes/s through are not settled, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Mumbai and the language used in the arbitral proceedings shall be English.

42. Jurisdiction in respect of all matters and things including any disputes etc. between the parties shall be with the Courts in Mumbai only.

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43. Stamp duty and registration charges and Society corpus and maintenance charges and deposits and other outgoings etc. in respect of the areas retained and sold by the Owners shall be borne and paid by the Owner's premises purchasers. Stamp duty and registration charges on the present development agreement and power of attorney shall be borne and paid by the Developers alone.

44. Save as otherwise provided all costs, charges and expenses of and incidental to this agreement and till completion shall be borne and paid by the Developers alone. Each party shall bear and pay their respective Advocates' professional fees.

45. The market value of this transaction is Rs.12,83,29,500/- (Rupees Twelve Crores Eighty Three Lakhs Twenty Nine Thousand Five Hundred Only) and stamp duty of Rs.37,21,560/- (Rupees Thirty Seven Lakhs Twenty One Thousand Five Hundred Sixty Only) is paid herewith.

46. The parties to this transaction do not belong to SC/ST.

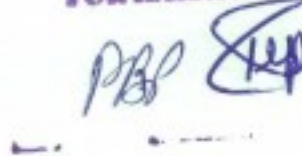
IN WITNESS WHEREOF the parties hereto have hereunto and to one duplicate hereof set and subscribed their respective hands / seals hereto on the date first hereinabove written.

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Partner

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THE SCHEDULE ABOVE REFERRED TO

ALL the piece and parcel of non-agricultural land admeasuring an area of **13,850 Sq.Mts.** situated at **Anjuna**, Bardez, Goa within the Village Panchayat of Anjuna, Bardez Taluka, Bardez Sub-District of Registration, North District of Goa, State of Goa, described in the Land Registration Office of Bardez, under No.8298 at page 18 of Book B 22 (new) and surveyed in the Records of Right under **No.179 Sub Division No.1** of Anjuna Village and bounded as follows:



- East - By the reserved road of the Comunidade of Anjuna
- West - By the public Road
- North - By the water drain
- South - By the Public Road

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Partner

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Partner

SIGNED SEALED and DELIVERED)

By THE OWNERS)

SOFITEL HOSPITALITY AND)

MANAGEMENT LLP)

By the hands of its partners

MR. TASLIM ABDULLA CHOUGLE



	RHFI

Sofitel Hospitality & Management LLP

Partner

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Partner



MRS. DILSHAD TASLIM CHOUGLE



	LHFI	RHFI
		
		
		
		
		

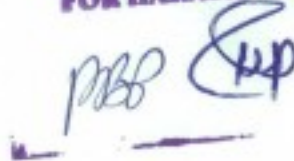


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FOR HARASIDDH CONSTRUCTIONS



Partner

SIGNED SEALED and DELIVERED

By THE DEVELOPERS

MESSRS HARASIDDH

CONSTRUCTIONS

By the hands of its partners

Pratapchandra Bulakhidas Patel

MR. PRATAPCHANDRA
BULAKHIDAS PATEL



	RHFI

Softel Hospitality & Management LLP

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Partner

FOR HARASIDDH CONSTRUCTIONS

[Handwritten signature] *[Handwritten signature]* *[Handwritten signature]*

Partner

Mukul Patel



MR. MUKUL PRATAPCHANDRA PATEL



	RHFI



Softel Hospitality & Management LLP

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Partner

FOR HARASIDDH CONSTRUCTIONS

[Signature] *[Signature]*

[Signature]
Partner

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MRS. MEGHANA MUKUL PATEL



	RHFI



Softel Hospitality & Management LLP

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Partner

FOR HARASIDDH CONSTRUCTIONS

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Partner

RECEIPT

Received an amount of **Rs.2,00,00,000/- (Rupees Two Crores Only)** from the Developers herein by (i) Cheque of Rs.1,00,00,000/- Cheque No.000351 dated 05/10/2016 and (ii) Cheque of Rs.1,00,00,000/- Cheque No.000352 dated 05/10/2016 both drawn on Kotak Mahindra Bank, Linking Road Santacruz(West) branch towards refundable interest free security deposit as per clause 30 hereinabove.



Softel Hospitality & Management LLP

Partner

We say received

Rs.2,00,00,000/-

Owners

Softel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS

Partner

WITNESSES

1. Pratiksha Kamat Kamat

2. KASITYAP SHAH KASHYAP


Sofitel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS
  
Partner

Softel Hospitality & Management LLP

FOR HARASIDDH CONSTRUCTIONS

Partner

Partner

RESIDENTIAL FLATS (FULL POTENTIAL)													TOTAL	
BLDG 1	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR				TOTAL	
	FLAT NO.	1	2	3	4	1	2	3	4	1	2	3		4
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
BLDG 2	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2	3	4	1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
BLDG 3	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2	3	4	1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
BLDG 4	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2			1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	44.25	44.25			44.25	44.25	45.25	45.25	44.25	44.25	44.25	45.25	45.25	446.50
BLDG 5	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2			1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	45.50	44.25			44.25	45.50	45.25	45.25	44.25	44.25	45.5	45.25	45.25	450.25
BLDG 6	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.														
Carpet Area Sq.Mt.														
BLDG 7	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2			1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	44.25	44.25			44.25	44.25	45.25	45.25	44.25	44.25	44.25	45.25	45.25	446.50
BLDG 8	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2			1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	44.25	44.25			44.25	44.25	45.25	45.25	44.25	44.25	44.25	45.25	45.25	446.50



Softel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS

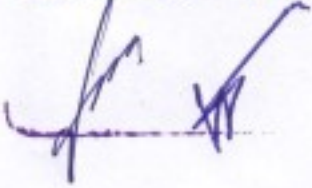
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Partner

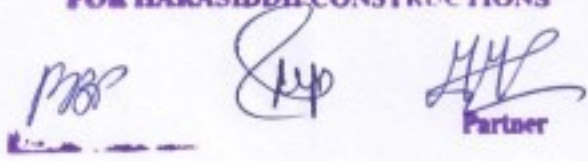
RESIDENTIAL FLATS (FULL POTENTIAL)													TOTAL
BLDG 9	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR				TOTAL	
	FLAT NO.	1	2	1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	44.25	44.25	44.25	44.25	44.25	45.25	45.25	44.25	44.25	45.25	45.25	446.50	
BLDG 10	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2		1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	55.30	70.15		70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	686.65	
BLDG 11	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2		1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	70.15	55.30		70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	686.65	
BLDG 12	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2		1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	70.15	76.95		76.95	93.90			76.95	93.90			341.70	
BLDG 13	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2	3	4	1	2	3	4	1	2	3	4	
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
BLDG 14	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2	3	4	1	2	3	4	1	2	3	4	
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
BLDG 15	GROUND FLOOR			FIRST FLOOR				SECOND FLOOR					
FLAT NO.	1	2	3	4	1	2	3	4	1	2	3	4	
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
												9002.05	

Sofitel Hospitality & Management LLP

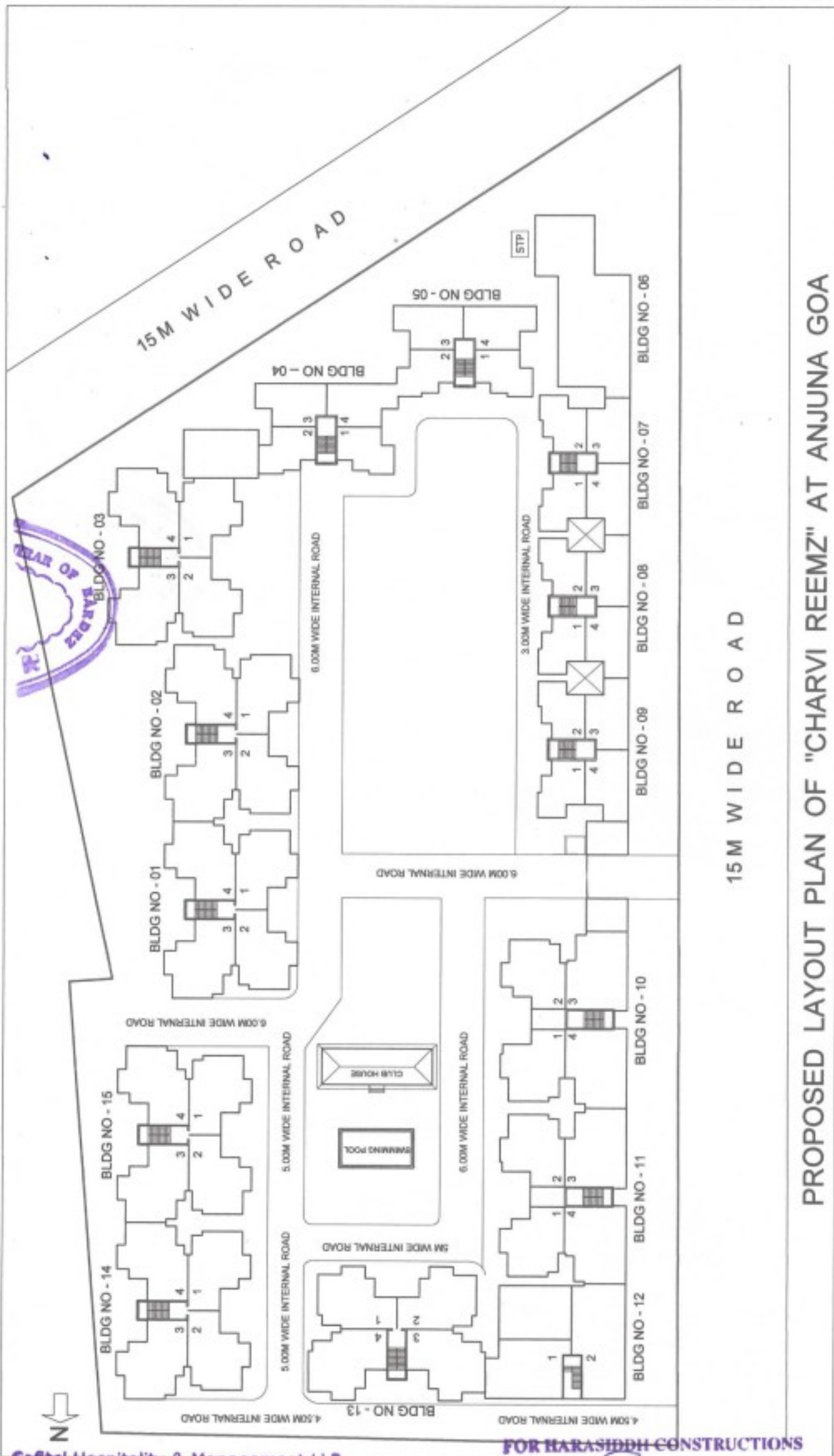


Partner

FOR HARASIDDH CONSTRUCTIONS




COMMERCIAL SHOPS (FULL POTENTIAL)													TOTAL
BLDG 4	GROUND FLOOR												
	SHOP NO.	38	39	40	41	42							
Carpet Area Sq.Mt.	18.30	26.85	26.85	18.30	123.30							213.60	
BLDG 5	GROUND FLOOR												
	SHOP NO.	34	35	36	37								
Carpet Area Sq.Mt.	18.30	26.85	26.85	18.30							90.30		
BLDG 6	GROUND FLOOR												
	SHOP NO.	30	31	32	33								
Carpet Area Sq.Mt.	48.85	46.20	47.55	62.65							205.25		
BLDG 7	GROUND FLOOR												
	SHOP NO.	26	27	28	29								
Carpet Area Sq.Mt.	18.30	26.85	26.85	18.30							90.30		
BLDG 8	GROUND FLOOR												
	SHOP NO.	22	23	24	25								
Carpet Area Sq.Mt.	18.30	26.85	26.85	18.30							90.30		
BLDG 9	GROUND FLOOR												
	SHOP NO.	17	18	19	20	21							
Carpet Area Sq.Mt.	22.55	18.3	26.85	26.85	18.30						112.85		
BLDG 10	GROUND FLOOR												
	SHOP NO.	10	11	12	13	14	15	16					
Carpet Area Sq.Mt.	19.45	18.85	38.75	38.75	18.85	19.45	22.60					176.70	
BLDG 11	GROUND FLOOR												
	SHOP NO.	4	5	6	7	8	9						
Carpet Area Sq.Mt.	19.45	18.85	38.75	38.75	18.85	19.45						154.10	
BLDG 12	GROUND FLOOR												
	SHOP NO.	1	2	3									
Carpet Area Sq.Mt.	252.90											252.90	1386.30



PROPOSED LAYOUT PLAN OF "CHARVI REEMZ" AT ANJUNA GOA

Softel Hospitality & Management LLP

FOR HARASIDDH CONSTRUCTIONS

[Signature]
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Partner

[Signature]
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Partner

RESIDENTIAL FLATS (Owner's Sold Areas)														TOTAL	
BLDG NO.	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR				TOTAL		
	FLAT NO.	Area	Value	Rate	FLAT NO.	Area	Value	Rate	FLAT NO.	Area	Value	Rate			
BLDG 10	FLAT NO.	2			1	70.15			3	70.15			4	70.15	491.05
	Carpet Area Sq.Mt.	70.15			70.15	30,52,000	35,84,000	30,52,000	30,52,000	70.15	30,52,000	31,58,400	70.15	31,58,400	220,02,400
	Consideration	30,52,000			30,52,000	18,00,000	18,05,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	22,00,000	18,00,000	130,05,000
	Received Amount	18,00,000			18,00,000	17,79,000	17,79,000	12,52,000	12,52,000	12,52,000	12,52,000	9,58,400	12,52,000	9,58,400	89,97,400
Balance Receivable	12,52,000			12,52,000											
BLDG 11	FLAT NO.	1			1	70.15			2	70.15			3	70.15	631.35
	Carpet Area Sq.Mt.	70.15			70.15	30,52,000	30,52,000	30,52,000	30,52,000	70.15	30,52,000	31,58,400	70.15	31,58,400	280,21,800
	Consideration	30,52,000			30,52,000	21,04,000	21,04,000	20,00,000	18,00,000	18,00,000	19,52,000	24,00,000	23,04,000	23,50,000	189,66,000
	Received Amount	19,52,000			19,52,000	9,48,000	9,48,000	13,93,000	12,52,000	12,52,000	11,00,000	6,52,000	8,54,400	8,08,400	90,55,800
Balance Receivable	11,00,000			11,00,000											
BLDG 12	FLAT NO.	1			1	76.95			2	93.90			3	93.90	341.70
	Carpet Area Sq.Mt.	76.95			76.95	30,52,000	30,52,000	30,52,000	30,52,000	93.90	30,52,000	30,52,000	93.90	30,52,000	122,08,000
	Consideration	30,52,000			30,52,000	22,56,000	22,56,000	22,56,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	81,12,000
	Received Amount	18,00,000			18,00,000	7,96,000	7,96,000	7,96,000	7,96,000	7,96,000	12,52,000	12,52,000	12,52,000	12,52,000	40,96,000
Balance Receivable	7,96,000			7,96,000											
BLDG 13	FLAT NO.	1			1	70.15			2	70.15			3	70.15	771.65
	Carpet Area Sq.Mt.	70.15			70.15	30,52,000	30,52,000	30,52,000	30,52,000	70.15	30,52,000	30,52,000	70.15	30,52,000	244,16,000
	Consideration	30,52,000			30,52,000	22,56,000	22,56,000	22,56,000	22,56,000	22,56,000	22,56,000	22,56,000	22,56,000	22,56,000	180,48,000
	Received Amount	22,56,000			22,56,000	7,96,000	7,96,000	7,96,000	7,96,000	7,96,000	7,96,000	7,96,000	7,96,000	7,96,000	87,56,000
Balance Receivable	7,96,000			7,96,000											
BLDG 14	FLAT NO.	1			1	70.15			3	70.15			3	70.15	280.60
	Carpet Area Sq.Mt.	70.15			70.15	30,52,000	30,52,000	30,52,000	30,52,000	70.15	30,52,000	30,52,000	70.15	30,52,000	91,56,000
	Consideration	30,52,000			30,52,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	18,00,000	54,00,000
	Received Amount	18,00,000			18,00,000	12,52,000	12,52,000	12,52,000	12,52,000	12,52,000	12,52,000	12,52,000	12,52,000	12,52,000	50,08,000
Balance Receivable	12,52,000			12,52,000										2516.35	
														359,13,200	

Partner

FOR HARASIDDHI CONSTRUCTIONS

Partner

Partner

Sonnet Hospitality & Management I Pvt. Ltd.





COMMERCIAL SHOPS (Owner's Retained Areas)										TOTAL
BLDG 4	GROUND FLOOR									TOTAL
	SHOP NO.	38	39	40	41	42				
Carpet Area Sq.Mt.	18.30	26.85	26.85	18.30	123.30					213.60
BLDG 5	GROUND FLOOR									TOTAL
	SHOP NO.	34	35	36	37					
Carpet Area Sq.Mt.	18.3	26.85	26.85	18.3						90.3
BLDG 6	GROUND FLOOR									TOTAL
	SHOP NO.	30	31							
Carpet Area Sq.Mt.	48.85	46.2								95.05
BLDG 7	GROUND FLOOR									TOTAL
	SHOP NO.	26	27	28	29					
Carpet Area Sq.Mt.	18.3	26.85	26.85	18.3						90.3
BLDG 11	GROUND FLOOR									TOTAL
	SHOP NO.				8	9				
Carpet Area Sq.Mt.					18.85	19.45				38.3
										527.55

Sofitel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS

Partner

Sofitel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS

Partner

RESIDENTIAL FLATS (Developer's Areas)													TOTAL	
BLDG 1	GROUND FLOOR				FIRST FLOOR				SECOND FLOOR				TOTAL	
	FLAT NO.	1	2	3	4	1	2	3	4	1	2	3		4
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	841.80
BLDG 8														
GROUND FLOOR				FIRST FLOOR				SECOND FLOOR						
FLAT NO.	1	2			1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	44.25	44.25			44.25	44.25	45.25	45.25	44.25	44.25	45.25	45.25		446.50
BLDG 9														
GROUND FLOOR				FIRST FLOOR				SECOND FLOOR						
FLAT NO.	1	2			1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	44.25	44.25			44.25	44.25	45.25	45.25	44.25	44.25	45.25	45.25		446.50
BLDG 10														
GROUND FLOOR				FIRST FLOOR				SECOND FLOOR						
FLAT NO.									1	2				
Carpet Area Sq.Mt.									70.15	70.15				140.30
BLDG 14														
GROUND FLOOR				FIRST FLOOR				SECOND FLOOR						
FLAT NO.		2	3	4		2		4		2	3	4		
Carpet Area Sq.Mt.		70.15	70.15	70.15		70.15		70.15		70.15	70.15	70.15		561.20
BLDG 15														
GROUND FLOOR				FIRST FLOOR				SECOND FLOOR						
FLAT NO.	1	2	3	4	1	2	3	4	1	2	3	4		
Carpet Area Sq.Mt.	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15	70.15		841.80
													3278.10	



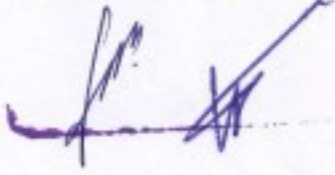
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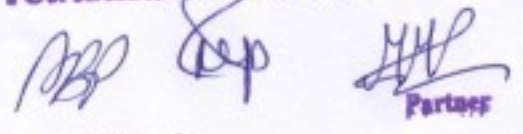
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Sofitel Hospitality & Management LLP



Partner

FOR HARASIDDH CONSTRUCTIONS



Partner

COMMERCIAL SHOPS (Developer's Areas)										TOTAL	
BLDG 6											
SHOP NO.											
				32		33					
Carpet Area Sq.Mt.				47.55		62.65					110.20
BLDG 8											
SHOP NO.											
				22	23	24		25			
Carpet Area Sq.Mt.				18.3	26.85	26.85		18.3			90.30
BLDG 9											
SHOP NO.											
				17	18	19	20	21			
Carpet Area Sq.Mt.				22.55	18.3	26.85	26.85	18.3			112.85
BLDG 10											
SHOP NO.											
				10	11	12	13	16			
Carpet Area Sq.Mt.				19.45	18.85	38.75	38.75	22.60			138.40
BLDG 11											
SHOP NO.											
						6	7				
Carpet Area Sq.Mt.						38.75	38.75				77.50
										529.25	

INFRASTRUCTURE FACILITIES AND AMENITIES

INFRASTRUCTURE:

- Swimming Pool and Club House as per approval
- Security Cabin. Intercom system for the entire complex
- Internal Road with Street Lights as per approval
- Compound Wall and Gates
- Water Supply, Drainage and Electric Lines
- Landscaped garden with children play area.

WITHIN THE BUILDINGS/FLATS/SHOPS

- RCC framed structure with open foundation, masonry/plaster
- Internal walls and ceilings finished with Gypsum/POP
- Vitrified tiles flooring in all rooms and shops. Anti skid tiles in balcony/otla and toilet flooring. Superior ceramic tiles on toilet walls up to 7' height.
- Kitchen platform of granite with SS sink. Dado up to 7 ft. height in kitchen above kitchen platform in ceramic/vitrified tiles. Provision for Aqua guard point. Provision for electrical point and light point in dry balcony area.
- Concealed plumbing of CPVC supply pipes and PVC drainage pipes. White sanitary ware of Hindustan or similar make and Plumbing fittings of Jaquar or similar make.
- Internal walls finished with acrylic emulsion paint with roller finish. External walls with maintenance free texture paint or other equivalent solution.
- All door frames in wood finish. Paint finish for Shop. Door shutter for bedrooms laminate finished on both sides.
- All rooms will have aluminium powder coated/anodized windows.
- Steel rolling shutters for shops on front sides. Aluminium powder coated/anodized windows with steel grill for toilet windows of shop.
- Elegant designer modular electrical switches of anchor/legrand or equivalent make. For safety, one earth leakage circuit breaker (ELCB) for the flat/shop. Telephone points in all bedrooms, living room, family room and kitchen & in shop.

Sofitel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS

Partner

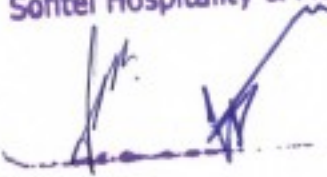
ANNEXURE "F"

DETAILS OF VARIOUS APPROVALS OBTAINED BY THE OWNERS

1. Approval of building plans from Town Planning Department as per approval letter dated **11/03/2015** under **TPBZ/3224/ANJ/TCP-15/929** issued by Office of The Senior Town Planner, Mapusa, Goa.
2. Non-agricultural permission/sanad from the Collector, North Goa dated **22/04/2015** under **RB/CNV/BAR/AC-1/75/2014**.
3. Construction License from Village Panchayat of Anjuna dated **13/05/2015** under **VP/ANJ-CAI/2015-2016/262**.

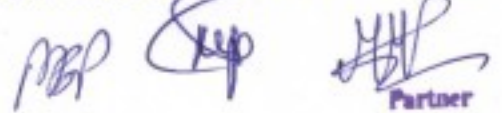
All the above approvals/permissions/license are valid and subsisting.

Sofitel Hospitality & Management LLP



Partner

FOR HARASIDDH CONSTRUCTIONS



Partner

ANNEXURE E

VISHWESH A. KAMAT, Advocate

304, 3rd Floor, Joffre Residency,
Behind Pharmacy College,
St. Inez,
Panaji - Goa.
India.
Pin: 403 001.

Ph: 09422437292
vishweshkamat@hotmail.com

Date: 28.9.2016

To,

SOFITEL HOSPITALITY & MANAGEMENT LLP.,
Registered Office at
Plot No. 838, L. J. Road,
Next to Bank of Maharashtra,
Mahim (W), Mumbai - 400 016.



CERTIFICATE OF TITLE

1. PROPERTY DESCRIPTION:

An immovable property known as "Toronto" admeasuring an area of 13,850 sq mtrs situated at Anjuna, Bardez, Goa, within the Village Panchayat of Anjuna, Bardez Taluka, Bardez Sub-District of Registration, North District of Goa, State of Goa, described in the Land Registration Office of Bardez, under No. 8298 at page 18 of Book B 22 (new), not registered in the Revenue Office (matriz) and surveyed in the Records of Right under No. 179 sub Division No> 1 of Anjuna village along with incomplete building existing in the said property excluding Penthouse No. 1 & 3 of "E" Block 2 shops in Block C and two shops in Block "B" on the ground floor and bounded as follows:

Sofitel Hospitality & Management LLP

Partner

FOR HARASIDDH CONSTRUCTIONS

Partner

East - by the reserved road of the Comunidade of Anjuna,
 West - By the public Road,
 North - by the water drain,
 South - by the public road.

2. DOCUMENTS EXAMINED:

- (a) Description Certificate under no. 8296 at page no. 18 of Book No. B-22 of the Land Registration Records of Bardez, and Inscription certificate under no. 22573 at Folios 57 of Book G-29 of the Land Registration Records of Bardez.
- (b) 3 Form I & XIV, (dated 4.12.1990, 4.11.2004, 29.5.2012)
- (c) Deed of Sale dated 11.11.1988
- (d) Deed of Rectification dated 29.2.1988,
- (e) Deed of Sale dated 23.12.1988,
- (f) English Mortgage Deed dated 28.5.1991,
- (g) Proceedings and Judgment in Case No: 3/4/79(A)193/ABN Case No. 79/94-95.
- (h) Purchase and certificate of Sale dated 6.5.2002 issued by Sale Recovery Officer, Central Registrar of Co-op. Societies, Mapusa, Goa.
- (i) Order dated 17.3.2008 passed by the Hon'ble High Court in Writ Petition No: 138/2006,



Sofitel Hospitality & Management LLP

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Partner

FOR HARASIDDH CONSTRUCTIONS

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 - *[Handwritten initials]*
 Partner

- (j) Order dated 24.3.2009 passed by the Hon'ble Supreme Court in Civil Appeal No. 1730 of 2009.
- (k) Deed of Sale dated 27.6.2009 between The Mapusa Urban Co-operative Bank of Goa Limited and Sofitel Hospitality & Management Pvt Ltd.
- (l) Order dated 8.7.2009 passed by the Hon'ble High Court of Bombay at Goa, in Writ Petition No. 138 of 2008.
- (m) Certificate of Registration on Conversion of Sofitel Hospitality and Management Private Limited to Sofitel Hospitality and Management LLP dated 24.11.2014.



3. DESCRIPTION OF DOCUMENTS AND FLOW OF TITLE:

- (a) The description certificate describes the said property and the inscription certificate shows that the property is registered in favour of Manuel Francisco de Albuquerque.
- (b) Form I & XIV dated 4.12.1990 shows that the property is recorded in the Occupants column in favour of M/S Walbro Hotels Private Limited; Form I & XIV dated 4.11.2004 shows that the property is recorded in the Occupants column in favour The

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 Partner

FOR HARASIDDH CONSTRUCTIONS



 Partner

Mapusa Urban Co-op Bank of Goa Limited; and Form I & XIV dated 29.5.2012 shows that the property is recorded in the Occupants column in favour Sofitel Hospitality & Management Pvt Limited,

- (c) The Deed of sale dated 25.8.1980 executed between Dr. Jose Alexandre Ludovico Albuquerque and his wife Ruth Perpetua Souza de Albuquerque both as the Vendors and Mr. Dattatray Kashinath Nanal and Mr. Sanjiv Dattatray Nanal as Purchaser, whereby the said described property is sold in favour of the Purchasers.
- (d) Under the deed of Rectification certain rectifications was carried out.
- (e) Under Deed of Sale dated 23.12.1988 executed between Mr. Dattatray Kashinath Nanal, Mrs. Inacin Dattatray Nanal, Mr. Sanjiv Dattatray Nanal, and Sarita Sanjiv Nanal as Vendors, sold the said property to M/S Walbro Hotels Private Limited.
- (f) By Deed of Mortgage dated 28.5.1991 executed between M/S Walbro Constructions, a proprietary concern as the Borrower, M/S Walbro Hotels Private Limited, as the Mortgagors, The Mapusa Urban Cooperative Bank Limited, as the Bank, and



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Partner

the two sureties, i.e. Mr. Anilkumar Purushottan Prabhu Walavalkar and Mrs. Arundhati Anant Dessai, the said property was mortgaged to the bank against a loan amount of Rs.20,00,000/- and other terms and conditions.

- (g) A judgment dated 26.8.1995 passed by the Nominee of the Registrar of Co-operative Societies, Goa, in Case No: 3/4/79(A)193/ABN Case 79/94-95 in the proceedings initiated upon failure on the part of the Mortgagor and the sureties to repay the loan amount to the Mapusa Urban Co-operative Bank Ltd. The Judgment dated 26.8.1995 passed in favour of the Bank against the Borrower, Mortgager and the two sureties as opponents provides that the opponents shall pay the outstanding amount with interest thereon.
- (h) The Purchase certificate issued by the Sale Recovery Officer, Central Registrar of Co-op Societies, Camp Court No. 1, Mapusa, Goa, certify that the said property is sold to the Mapusa Urban Co-operative Bank of Goa Limited in the public auction held on 28.3.2002.
- (i) Oral Order dated 17.3.2008 passed by the Hon'ble High Court of Bombay at Goa in Writ Petition No:



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138 of 2008 filed by the Bank as the Petitioner against the Registrar of Co-operative Societies and 2 others as the Respondents shows that a Writ Petition has been filed challenging the judgment dated 16/08/2007 and 30/1/2008 passed by the respondent no 1, i.e. The Registrar of the Co-operative Societies. By virtue of the said order dated 17th march 2008, the Hon'ble High Court stayed the operation of the said impugned judgments passed by the Registrar.

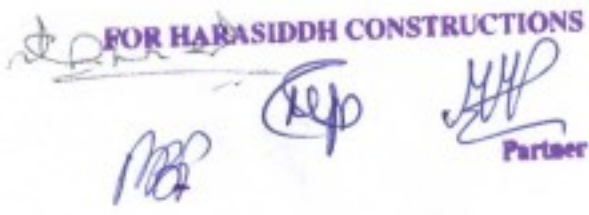
- (j) The judgment of the Hon'ble supreme Court dated 24th march 2009 passed in Civil Appeal no 1730 of 2009 deals with a challenge by Woods Beach Hotels Limited challenging the interim order dated 17/03/2008 of the Hon'ble High Court of Bombay at Goa, wherein the Hon'ble Supreme Court disposed off the Civil Appeal by making certain observations as mentioned in the said Judgment. The Hon'ble Supreme Court granted conditional stay in favour of the Petitioner, Woods Beach Hotels Limited. However the Hon'ble Supreme Court requested the Hon'ble High Court to decide within a fix time period on merits the pending Writ Petition.

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Partner

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Partner

- (k) By Deed of Sale dated 27th June 2009 duly registered before the Sub Registrar of Bardez at Mapusa under no. 1124 at pages 234 to 249 of Book no. 1 Volume no. 2805 dated 2/07/2009, The Mapusa Urban co-operative Bank of Goa Ltd. as Vendor sold in favour of Sofitel Hospitality and Management Pvt. Limited the said property as described in the Scheduled mentioned in the said Sale Deed and described above. The sale deed referred herein is executed after expiry of the stay order granted by the Hon'ble Supreme Court in Civil Appeal no. 1730 of 2009. The stay order of the Hon'ble Supreme Court expired on 24th June 2009.
- (l) The Judgment dated 8th July 2009 passed in Writ Petition no. 138 of 2008 disposed off on merits the said Writ Petition. By the said Judgment the Hon'ble Supreme Court allowed the petition filed by the Mapusa Urban Co-operative Bank of Goa Limited and set aside the order of the registrar dated 16th August 2007 and 30th January 2008. By virtue of the said judgment of the Hon'ble High court the claims put forth by M/S woods Beach Hotels Limited over the said property was finally



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[Signature] *[Signature]* *[Signature]* *[Signature]*

Partner Partner

rejected on merits. In other words, the sale of the said property by virtue of Certificate of Sale dated 06/05/2002 in favour of The Mapusa Urban Co-operative Bank of Goa Limited, Mapusa, in public auction was upheld. Consequently the sale deed dated 27th June 2009 executed by The Mapusa Urban Co-operative Bank of Goa Limited as Vendor in favour of Sofitel Hospitality and Management Pvt. Limited of the said property described above is confirmed as valid and subsisting, thus Sofitel Hospitality and Management Pvt Limited acquiring full title and ownership to the said property described above.

- (m) By Certificate of Registration on Conversion of Sofitel Hospitality and Management Private Limited to Sofitel Hospitality and Management LLP dated 24.11.2014 issued by Government of Goa, Ministry of Corporate Affairs, the Sofitel Hospitality and Management Private Limited in converted in to Sofitel Hospitality and Management LLP.

Sanat

Sofitel Hospitality & Management Lr



Partner

FOR HARASIDDH CONSTRUCTIONS



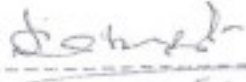
Partner

4. OPINION:

From the above, in my opinion, Sofitel Hospitality and Management LLP have and holds absolute, valid and marketable title to the Said Property, namely, An immoveable property known as "Soronto" admeasuring an area of 13,850 sq mtrs situated at Anjuna, Bardez, Goa, within the Village Panchayat of Anjuna, Bardez Taluka, Bardez Sub-District of Registration, North District of Goa, State of Goa, described in the Land Registration Office of Bardez, under No. 8298 at page 18 of Book B 22 (new), not registered in the Revenue Office (matriz) and surveyed in the Records of Right under No. 179 sub Division No. 1 of Anjuna Village along with incomplete building existing in the said property excluding Penthouse No. 1 & 3 of "E" Block 2 shops in Block C and two shops in Block "B" on the ground floor and bounded as follows:

East - by the reserved road of the Comunidade of Anjuna,
 West - By the public Road,
 North - by the water drain,
 South - by the public road.

Place: Panaji,



 Adv. Vishwesh A. Kamat

Sofitel Hospitality & Management LLP



Partner

FOR HARASIDDH CONSTRUCTIONS


 Partner



Office of Sub-Registrar Bardez

Government of Goa

Print Date & Time : 06-10-2016 10:05:31 AM




Document Serial Number : 4286

Presented at 09:35:00 AM on 06-10-2016 in the office of the Sub-Registrar(Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	5133180.00
2	Processing Fees	530.00
	Total :	5133710.00

Stamp Duty Required: 3721556.00 Stamp Duty Paid: 3721560.00

Mukul Pratapchandra Patel presenter

Name	Photo	Thumb Impression	Signature
Mukul Pratapchandra Patel, S/o Pratapchandra Bulakhidas Patel, Married, Indian, age 44 Years, Business, r/o A/705, Silver Beach Apts., A.B. Nair road, Juhu Mumbai 400049. Partner of Messers Harasiddh Constructions a Partnership firm, Having office at Tulsi Villa Poddar road, Santacruz (W) Mumbai 400 054. PAN CARD NO AAJFH6886Q			




Endorsements

Executant


1. Taslim Abdulla Chougale, s/o Abdulla Chougale, Married, Indian, age 53 Years, Business, r/o Shakti C Bldg, 6th floor Kalyan Complex, Versova Andheri, Mumbai 400061. Partner of the Sofitel Hospitality & Management LLP. having office at Plot no 1/838, L.J. road, Next to Bank of Maharashtra Mahim, West. Mumbai 400016. PAN CARD NO ACSFS0207R.

Photo	Thumb Impression	Signature
		




2. Dilshad Taslim Chougale, W/o Taslim Chougale, Married, Indian, age 43 Years, Business, r/o Shakti C Bldg, 6th floor Kalyan Complex, Versova Andheri, Mumbai 400061. Partner of the Sofitel Hospitality & Management LLP, having office at Plot no 1/838, L.J. road, Next to Bank of Maharashtra Mahim, West. Mumbai 400016. PAN CARD NO ACSFS0207R.

Photo	Thumb Impression	Signature
		




3. Mukul Pratapchandra Patel, S/o Pratapchandra Bulakhidas Patel, Married, Indian, age 44 Years, Business, r/o A/705, Silver Beach Apts., A.B. Nair road, Juhu Mumbai 400049. Partner of Messers Harasiddh Constructions a Partnership firm, Having office at Tulsi Villa Poddar road, Santacruz (W) Mumbai 400 054. PAN CARD NO AAJFH6886Q

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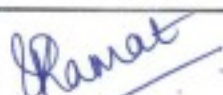
4. Meghana Mukul Patel, W/o Mukul Pratapchandra Patel, Married, Indian, age 42 Years, Business, r/o A/705, Silver Beach Apts., A.B. Nair road, Juhu Mumbai 400049. Partner of Messers Harasiddh Constructions a Partnership firm, Having office at Tulsi Villa Poddar road, Santacruz (W) Mumbai 400 054. PAN CARD NO AAJFH6886Q

Photo	Thumb Impression	Signature
		

5. Pratapchandra Bulakhidas Patel, S/o Bulakhidas Shankardas Patel, widow, Indian, age 79 Years, Business, r/o A/703, Silver Beach Apts., A.B. Nair road, Juhu Mumbai 400049. Partner of Messers Harasiddh Constructions a Partnership firm, Having office at Tulsi Villa Poddar road, Santacruz (W) Mumbai 400 054. PAN CARD NO AAJFH6886Q

Photo	Thumb Impression	Signature
		

Identification

Sr No.	Witness Details	Signature
1	Pratiksha Kamat, W/o Jaiwant Kamat, Married, Indian, age 38 Years, Advocate, r/o Plot no 118, Siddhivinayak, PDA Colony, Alto Porvorim Bardez Goa	


Sub-Registrar

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BARDEZ

Signature -




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Date 06-10-2016

Sub-Registrar (Bardez)


SUB-REGISTRAR
BARDEZ

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