

on 8/3/06 753 7/3/06

~~8/3/06~~



गोवा GOA

001810

No. 2757 Place of issue Panaji Date of issue 06/03/06

Value of stamp paper Rupees Twenty Thousand only

Name of the purchaser Palacio Property Developers

Residing at Panaji - Goa

As there is no one single stamp

Additional stamp is attached along with.

Rs. Forty Five Thousand only

Signature of Purchaser

Signature of the Sub-Office

Serial No. 653

Presented at the Office of the Sub-Registrar was between the parties of whom

and upon 8/3/06

Vinayachandran

Received fees for Rs. 1,02,100/-
Registration 80
Copying (Folios) 10
Copying Endorsements
Postage
Total Rs. 1,92,250/-

Rupees One Lakh Nine Thousand Two Hundred Fifty only

SUB-REGISTRAR ALHAS

DEED OF SALE

SUB-REGISTRAR ALHAS

My vs of Mr

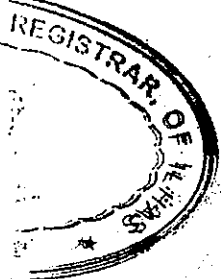
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Shubir 52 57 Chohan



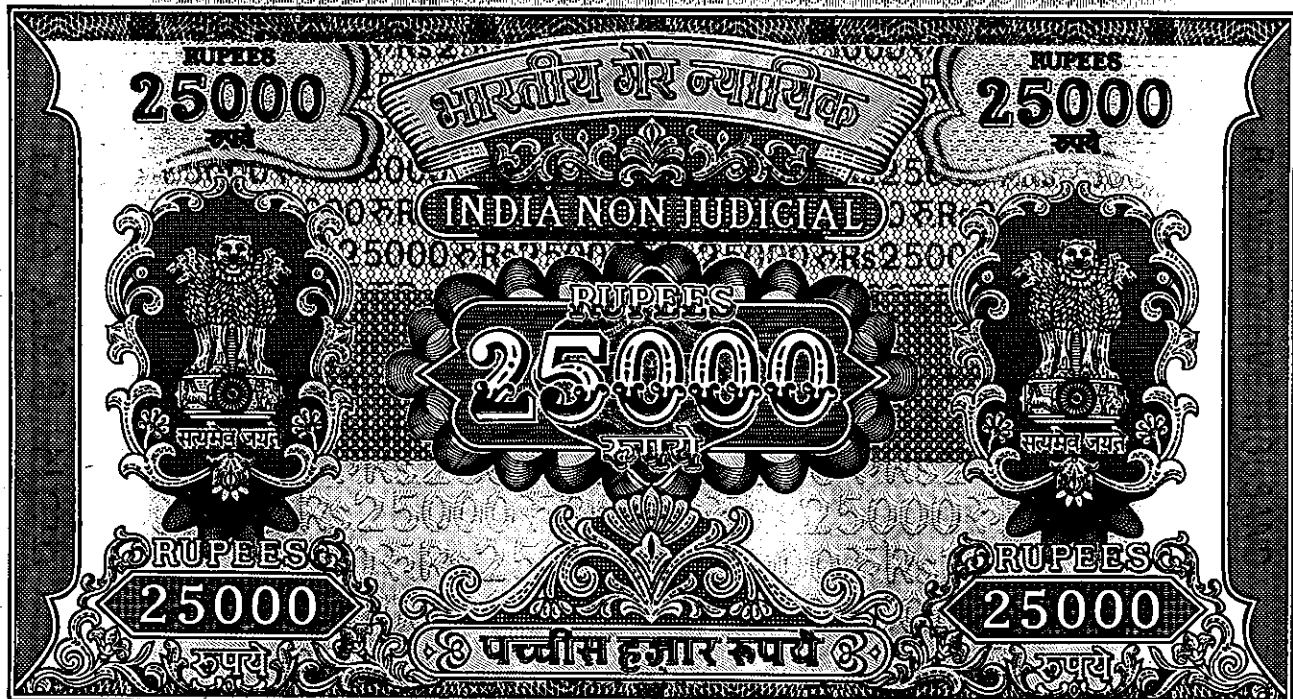
गोवा GOA

2757 Place of value Panaji Date of issue 06/03/06 001347
Value of stamp paper Rupees Twenty Five Thousand and only.
Name of the purchaser Palacio property Developers,
residing at Panaji - Goa
As there is no one single stamp paper the value is attached along with.
Forty Five thousand only
Signature of the Sub-Office Registrar
Signature of Purchaser



DEED OF SALE

Handwritten signatures and initials, including 'KHS', 'MS', and 'MS'.

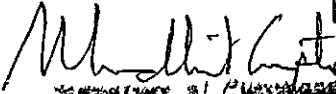


गोवा GOA

001139

2753 Place of work Panaji Date of 03/03/06
Value of stamp paper Rupees Twenty Five Thousand and only
Name of the purchaser Palacio Property Developers
Residing at Panaji - Goa son of
As there is no one single stamp paper for the value of Rs. Three Lakh
Additional stamp paper for the completion of the value is attached also Forty
Thousand
only


Signature of the Notary Public


Signature of the Purchaser



SALE DEED

This DEED OF SALE executed this 6th day of March, two
thousand and six (06.03.2006) at Goa

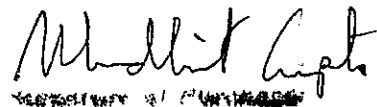


गोवा GOA

001140

No. 2753 Place of issue Panaji Date of issue 03/03/06
 Value of stamp paper Rupees Twenty Five Thousand only -
 Name of the purchaser Palacio Prosperity Developers
 Residing at Panaji - Goa
 As there is no one single stamp paper for the value of Rs Three lakh forty thousand only
 Additional stamp paper for the completion of the value is attached also.


 Signature of the purchaser


 Signature of the seller

2

BETWEEN

- (1) Mrs. KHAIRUNISSA ZIAUDDIN BUKHARI, widow of Shri Ziauddin Burhanuddin Bukhari, aged 65 years, housewife, (2) Mr. SUHAIB ZIAUDDIN BUKHARI, aged 35 years, son Ziauddin Burhanuddin Bukhari, (3) Miss FAUZIA ZIAUDDIN BUKHARI, aged 34 years, daughter of Ziauddin Burhanuddin Bukhari, (4) Miss QUDSIA ZIAUDDIN BUKHARI, aged 34 years, daughter



गोवा GOA

001141

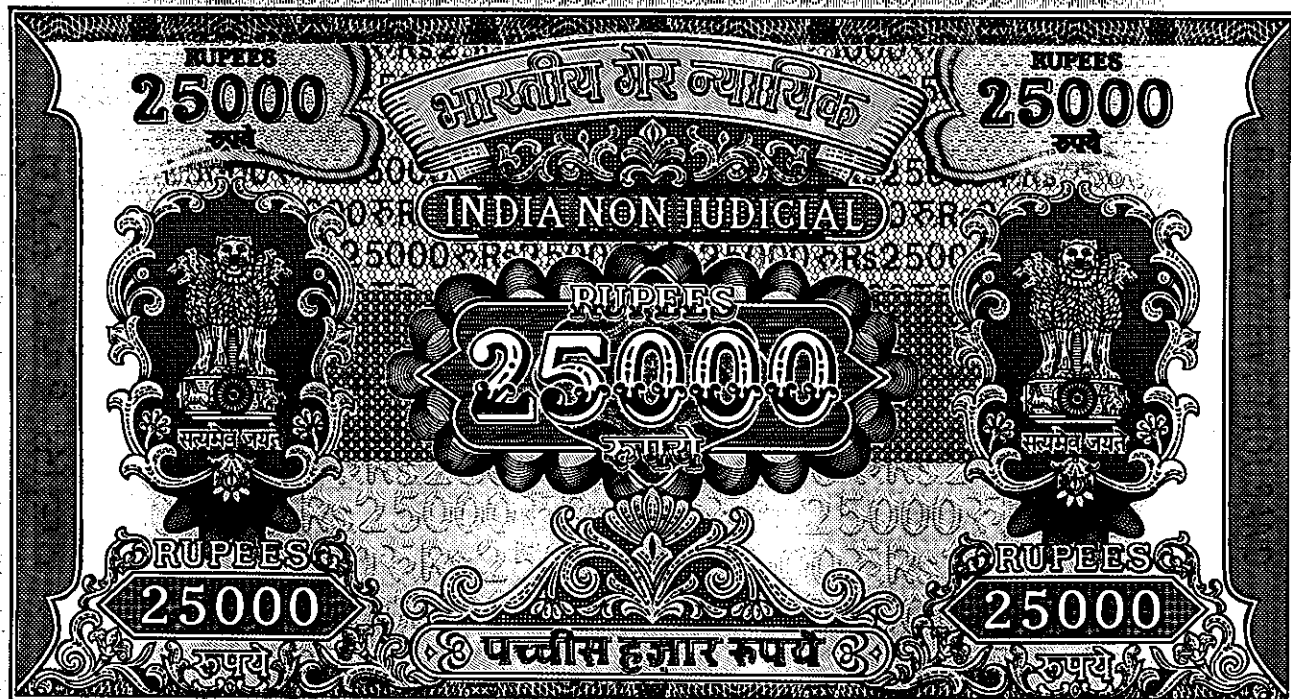
No. 2753. Place of work, Panaji Date of issue 03/03/06
 Value of stamp paper Twenty five Thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji - Goa son of
 As there is no one single stamp paper for the value of Rs. Three Lakh forty thousand
 additional stamp paper for the completion of the value is attached only
 etc.

.....
 Signature of the purchaser

Mudhish Gupta
 Signature of purchaser

TRAR, OF ILHAS

of Ziauddin Burhanuddin Bukhari, (5) Mr. SUFIYAN QUDSIA ZIAUDDIN BUKHARI, aged 30 years, son of Ziauddin Burhanuddin Bukhari, (6) Miss SADIYA ZIAUDDIN BUKHARI, aged 25 years, daughter of Ziauddin Burhanuddin Bukhari, and (7) Mr. SALMAN ZIAUDDIN BUKHARI, aged 24 years, son of Ziauddin Burhanuddin Bukhari, all Indian nationals, and residents of 324/D Fine Palace, Sir J.J. Road, Byculla, Mumbai,



गोवा GOA

001142

No. 2753. Place of work Paraji Date of issue 03/03/06
 Value of stamp paper rupees Twenty five Thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Paraji, Goa son of
 As there is no one single stamp paper for the value of Rs Three Lakh forty Thousand
 additional stamp paper for the completion of the value is attached. 302.
 only

.....
 Signature of the Vendor

Mallik Chate
 Signature of Purchaser



presently in Goa residing at Goa, hereinafter jointly referred to as the "VENDORS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, and administrators) the Vendor Nos. 2, 3, 4, 6, & 7 are represented by their Mother and Power of Attorney holder under Power of Attorney dated 1-3-2006, of the FIRST PART



गोवा GOA

001143

2753. Place of work, Panaji Date of issue 03/03/06
 Value of stamp paper Rupees Twenty five Thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji, Goa son of
 (If there is no one single stamp paper for the value of Rs Three Lakh forty thousand only additional stamp paper for the completion of the value is attached along with this)

(Signature)

(Signature: Mudhit Gupta)
 Signature of Purchaser

Witness of the purchaser



5

AND

M/s PALACIO PROPERTY DEVELOPERS, a partnership firm having its registered office at its registered office at 306, Rayu Chambers, Dr. Atmaram Borkar Road, Panaji, Goa - 403 001, represented by its Partners (1) Mr. Mudhit Gupta, aged 36 years, (2) Mr. Mohit Gupta, aged 39 years and (3) Mr. Vinay



गोवा GOA

001144

No 2753... Place of work Panaji... Date of issue 03/03/06
 Value of stamp paper Twenty Five Thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji, Goa
 As there is no one single stamp paper for the value of Rs Three Lakh forty Thousand only
 additional stamp paper for the completion of the value is attached also.

(Signature)

(Signature)

Bhasin, aged 39 years, all Indian nationals, residents of Mumbai, at present in Panaji, Goa, hereinafter referred to as the **PURCHASERS** (which expression shall mean to include its partners from time to time and their respective partners from time to time and their respective heirs, administrators, executors and assigns) of the SECOND PART



गोवा GOA

001145

2753 Place of work Panaji Date of issue 03/03/06
 value of stamp paper rupees Twenty Five Thousand only
 name of the purchaser Palacio Property Developers
 existing at Panaji - Goa
 as there is no one single stamp paper for the value of Rs Three Lakh forty thousand only
 additional stamp paper for the completion of the value is attached also

(Signature)

Mishit Gupta

7

AND

(1) Shri KAMAL JADHWANI, aged 49 years, in business, son of Shri Sevaram Jadhvani, residing at 203-A, Skypass Link Road, Andheri 9W), Mumbai 400 053, (2) Shri LALJEE PATEL, aged 47 years, in business, son of Purshottam Patel, residing at Hillview, Altinho, Panjim, Goa, both hereinafter referred to as the CONFIRMING PARTY (which expression shall, unless it be



गोवा GOA

001146

2753 Place of work Panaji Date of issue 03/03/06
 Value of stamp paper rupees Twenty Five Thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji - Goa
 As there is no one single stamp paper for the value of Rs Three Lakh forty Thousand
 and no stamp paper for the completion of the value is attached. only

De

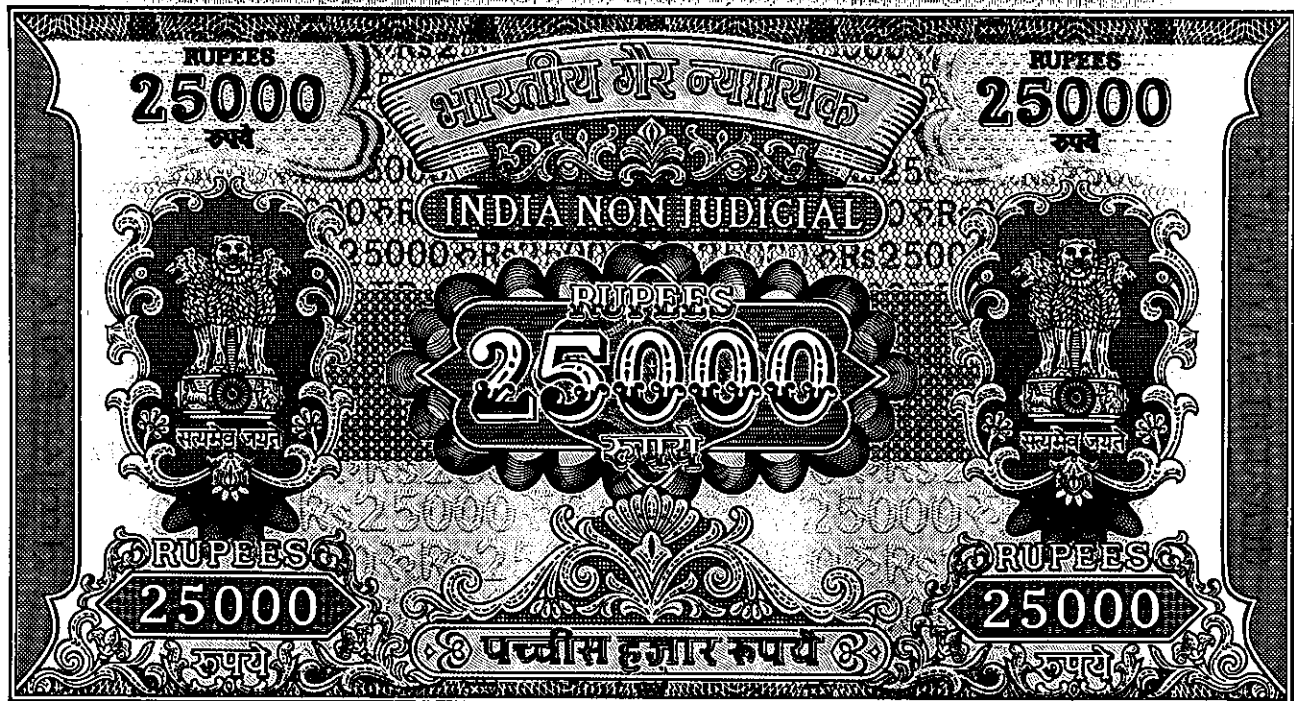
Signature of the Vendor

M. M. L. Gupta

Signature of Purchaser

repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors administrators and assigns) OF THE THIRD PART.

WHEREAS the Vendors hereby represent and warrant to the Purchaser as follows:



गोवा GOA

001147

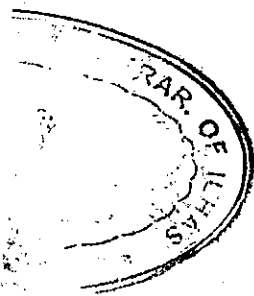
2753. Place of work Pangji Date of 03/03/06
 value of stamp paper Rupees Twenty Five Thousand only
 name of the purchaser Palacio Property Developers
 residing at Pangji Goa
 As there is no one single stamp of the value of Rs Three lakh forty thousand
 additional stamp paper for the completion of the value of stamp only

(Signature)

Signature of the Document Holder

(Signature)

Signature of the Notary



- That there exist properties which are fully described in Schedule "A" hereto under Item No.1, Item No.2 and Item No.3.
- That the property described under Item no.1 of Schedule 'A' hereto belonged to Mr. DOMINGOS JOSE BALDUINO MENEZES and the property described under Item no.2 of Schedule 'A' hereto belonged to Mr. ALBINO MARIANO MESSIAS GOMES and his wife BELMIRA RITA DE SOUSA GOMES.



गोवा GOA

001148

2753. Place of vend. Panaji Date of issue 03/03/06
 Value of stamp paper Twenty five thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji - Goa
 As there is no one single stamp paper of the value of Rs Three, Lakh forty Thousand only
 additional stamp paper for the completion of the value is attached also.

[Signature]
 Signature of the Officer

[Signature]
 Signature of Purchaser



c) That upon the death of said Domingos Jose Balduino Menezes, orphanological inventory proceedings were instituted in the Tribunal Judicial de Comarca da Ilhas de Goa.

d) That by virtue of Judgment and Order dated 17/01/1935, Mrs. JUSTINA RAQUELINA DE ALCANTARA BRAGANCA alias JUSTINA RAQUEL DE ALCANTARA BRAGANZA, the wife of the



गोवा GOA

001149

... 2753 ... Place of vend. Panaji ... Date of issue 03/03/06
 value of stamp paper Twenty five Thousand only
 name of the purchaser Palacio Property Developers
 residing at Panaji, Goa
 as there is no one single stamp paper for the value of Rs Three Lakh forty thousand
 additional stamp paper for the completion of the value is attached along
 with



[Signature]
 Signature of the purchaser

[Signature]
 Signature of the purchaser

deceased said Domingos Jose Balduino Menezes, was allotted HALF share in the property described under Item no.1, she being a moiety sharer; and the remaining HALF share in the property described under Item no. 1 was allotted to their daughter namely MARIA LINDA IDA TERESA DE MENEZES.



गोवा GOA

001150

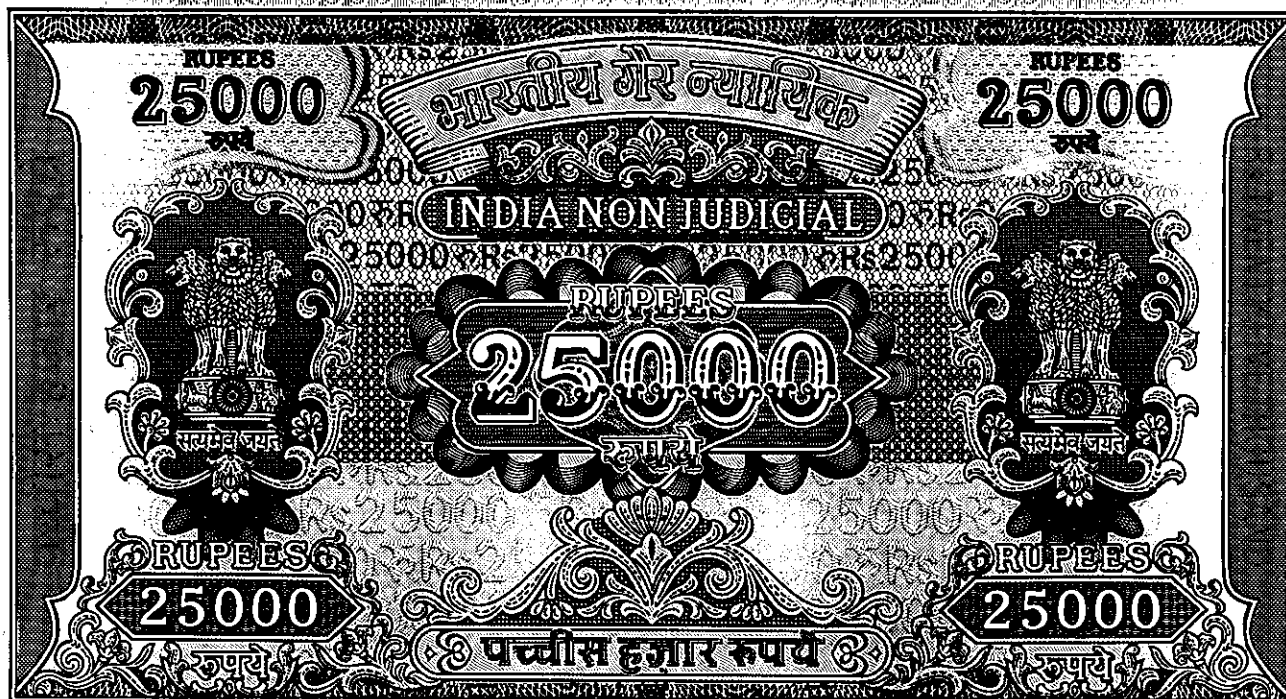
... 2753 ... Place of vend. Pangji ... Date of issue 03/03/06
 Value of stamp paper Rupers Twenty five thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Pangji Goa
 As there is no one single stamp paper for the value of Rs Three lach forty thousand
 additional stamp paper for the completion of the value is attached only

M. D. L. Lyte

Witness of the ~~Notary Public~~



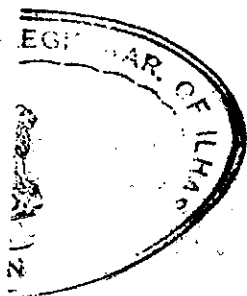
e) That by virtue of Notarial Deed of Gift and Antenuptial Agreement dated 10/03/1951, executed between said (1) Maria Linda Ida Teresa de Menezes AND (2) Mr. POLICARPO SEBASTIAO FRANCISCO DO BOM PARTO PEREIRA, husband of Maria Linda AND said (3) Mrs. Justina Raquelina de Alcantara Braganca, said Justina Rquelina gifted her HALF share in the property described under Item no. 1 to her daughter said MARIA



गोवा GOA

001151

2753 Place of value Panaji Date of issue 03/03/06
 Value of stamp paper Rupees Twenty five thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji - Goa
 As there is no stamp on the value of Rs. Three Lakh forty thousand
 additional stamp paper for the value of the value is attached along
 only



(Signature)

REGISTRAR OF LAND

(Signature)
 Signature of Purchaser

LINDA IDA TERESA DE MENEZES subject to the enjoyment of usufruct by said Justina Raquelina during her life time and thereafter by her other daughter namely CECILIA JASMINA DE MENEZES as long as she remained a spinster.

f) That as per the said document, Maria Linda Ida Teresa de Menezes was married to Policarpo Sebastiao Francisco do Bom



गोवा GOA

001043

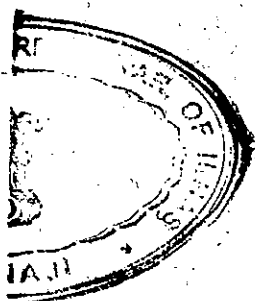
No. 2753 Place of vend. Panaji Date of issue 03/03/06
 Value of stamp paper Five Thousand only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji Goa con of Three lakh forty thousand
 as there is no one single stamp paper for the value of Rs. Three lakh forty thousand
 additional stamp paper for the completion of the value is attached also
 (17)

(Signature)

Signature of the Notary Public

(Signature)

Signature of Purchaser



Parto Pereira under antenuptial agreement (under the regime of separation of assets).

g) That said Justina Raquelina de Alcantara Braganza expired on 09/11/1958 and her other daughter said Cecilia Jasmina de Menezes got married on 10/06/1957, as such, the right of usufruct in their favour came to an end.

h) That said Maria Linda Ida Teresa de Menezes purchased the property described under Item no.2 of the Schedule 'A' hereto from Mr. Albino Mariano Messias Gomes and his wife Belmira Rita de Sousa Gomes, vide Deed of Sale dated 30/01/1973 duly registered under no. 136 at pages 154 to 158 of book I Vol. No. 71 dated 6/3/1973.

i) That the property described under Item no. 2 of the Schedule 'A' hereto was purchased as an access to the property described under Item no. 1.



j) That in view of the above, said Maria Linda Ida Teresa de Menezes became the exclusive owner and in possession of the properties described under Item no. 1 and Item no. 2 of Schedule 'A' hereto.

k) That the property described under Item no. 3 of Schedule 'A' hereto was belonging to Mr. CAETANO MARIANO NUNES.

l) That upon the death of said Caetano Mariano Nunes, orphanological inventory proceedings were initiated in the Court of the Civil Judge Senior Division, Panaji by his son Mr. JOAQUIM NUNES.

m) That by virtue of Judgment and Order dated 06/08/1954, said Joaquim Nunes and his sister Julia Emilia Nunes E. Figueredo were jointly allotted the property described under Item no. 3 of Schedule 'A' hereto.

n) In view of the above, (1) said Mr. Joaquim Nunes and his wife and (2) said Julia Emilia Nunes e Figueredo and her

husband became the joint owners and in possession of the property described under Item no. 3 of Schedule 'A' hereto;

o) That said Maria Linda Ida Teresa de Menezes subsequently sold a part of the property described under Item no1 and 2 of Schedule 'A' hereto, bearing Survey no.181/4, accordingly, now Maria Linda is the owner of the property bearing survey no.181/1,2,3,4(part) and 5.

p) That by virtue of Deed of Sale dated 01/08/1986 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.57 of Book No.I Vol.10 dated 22/02/1988, said Maria Linda Ida Teresa de Menezes sold an area of 11,200 square metres of the property described under Item no.1 of Schedule 'A' hereto and Item no.2 of Schedule 'A' hereto, to Mr. ZIAUDDIN BURHANUDDIN BUKHARI (the husband of the Vendor no.1 herein).

q) That by virtue of Deed of Sale dated 01/08/1986 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.58 of Book no.I Vol. 10 dated 23/02/1988, said Maria Linda Ida Teresa de Menezes sold an area of 18,400 square metres of the property described under Item no.1 of Schedule 'A' hereto to Mr. ZIAUDDIN BURHANUDDIN BUKHARI (the husband of the Vendor no.1 herein).

r) That by virtue of Deed of Sale dated 05/02/1988 duly registered in the office of the Sub Registrar of Ilhas at Panaji under no.12 of Book no.I Vol.40 dated 10/01/1989, said (1) Mr. Joaquim Nunes and his wife Mrs. Maria Luiza Nunes and (2) Mr. Julia Emilia Nunes e Figueredo and her husband Mr. Santan Figueredo, sold the property described under Item no.3 of



Schedule 'A' hereto, to Mr. ZIAUDDIN BURHANUDDIN BUKHARI (the husband of the Vendor No.1 herein).

s) That said Ziauddin Burhanuddin Bukhari expired intestate on 21-04-1993 leaving behind the Vendors herein as his only legal heirs surviving the him ;

t) In view of the above, the Vendors herein became the the absolute owners and in possession of the properties described in Item No. 1 to 3 of the Schedule 'A' hereto (which shall hereinafter be jointly referred to as the "SAID PROPERTIES").



AND WHEREAS the Vendors have further declared to the Purchaser that :

i) the Vendors are exclusively entitled to own, hold, possess and deal in any manner with the said properties.

ii) the Vendors' title to the said properties is clean, clear, unencumbered, marketable and subsisting

iii) there is no litigation or any legal proceedings pending before any Court/Tribunal Administrative Authority in respect of the said properties.

iv) the said properties are not subject to any notice or notification or proceedings under Land Acquisition Act or Administration of Evacuee Properties Act.

v) there are no mundcar/s and/or Building tenant/s and/or Watch and Ward and/or any persons claiming agricultural tenancy and/or any other right in the said properties.

vi) there are no difficulties, legal or otherwise for the sale free from encumbrances of the right, title or interest of the Vendors to the said properties.

(vii) the Vendors have not received any notices of acquisition/requisition from State Government or Central Government or any local body or authority and the said properties are not subject matter of any attachment by any authority.

AND WHEREAS by virtue of a Memorandum of Understanding dated 17/02/2005, the Vendors herein agreed to sell the said properties to S/Shri Kamal Jadhvani, Lalji Patel and Sohem Nomani.

AND WHEREAS on 4-3-2006 the said Shri Sohem Nomani revoked his claim in the said property in terms of the said Memorandum of Understanding dated 17-2-2005 vide an agreement of assignment in favor of the Purchasers. Shri Kamal Jadhvani and Shri Laljee Patel, the Confirming Party herein, only have claim on the said property in terms of the Memorandum of Understanding dated 17-2-2005.

AND WHEREAS Purchasers believing the Vendors representations and warranties to be true and correct has agreed to purchase from the Vendors the SAID PROPERTIES free from any encumbrances, mortgages, liens, charges, acquisitions, claims, third party rights, etc., for a total consideration of Rupees Eighty Five Lakhs only (Rs. 85,00,000/).



AND WHEREAS the Purchasers have come forward to pay the entire sale consideration to the Vendors and called upon the Vendors to execute this Deed of Sale.

NOW THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

That in pursuance of the total consideration of Rs. 85,00,000/- (Rupees Eighty Five Lakhs only) paid by the Purchasers to the Vendors, vide cheque No.456726 for Rs.50,00,000/- (Rupees fifty lakhs only) drawn on Syndicate Bank, Santa Cruz Branch (W), Mumbai and cheque no.456727 for Rs.35,00,000/- (Rupees thirty five lakhs only) drawn on Syndicate Bank, Santa Cruz Branch (W), Mumbai (the receipt of which amounts the Vendors do hereby admit and acknowledge in full and final payment towards the sale price for the sale of the Schedule Property), the Vendors as absolute owner of the said properties hereby transfer, convey and assign in favour of the PURCHASERS the said properties described in Item Nos. 1 to 3 of the Schedule hereto and delineated in Red boundary line in the plan annexed hereto, together with all the courtyards, compounds, fences, drains, ways, paths, passages, water-courses, lights, liberties, rights, privileges, easements and appurtenances whatsoever and hereditaments or any part thereof belonging to or in any way appertaining or usually held occupied therewith or reputed to belong or appurtenant thereto AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the VENDORS in and to the said properties and hereditaments and every part thereof TO HAVE AND TO HOLD all and singular the SAID PROPERTIES and hereditaments and all other premises hereby granted, released and assured or



[Handwritten signatures and initials on the right margin, including "MK", "VR", and "ch3"]



expressed so to be with their appurtenances unto and to the use of the PURCHASERS forever and the VENDORS do hereby covenant that she has in herself good right and absolute power to grant, release and convey the SAID PROPERTIES unto the PURCHASERS from time to time and all times hereafter, peaceably and quietly to hold, possess and enjoy the SAID PROPERTIES hereby granted with its appurtenances and receive the claim, rents and profits thereof for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or from or by any other person or persons lawfully or equitably claiming by, from under in trust from her AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDORS sufficiently saved defended, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned and suffered by the VENDORS or by any other person or persons lawfully or equitably claiming any estate, right, title or interest at law or in equity in the SAID PROPERTIES hereby granted or any part thereof by, from, under or in trust from her, the VENDORS shall and will from time to time and at all times hereafter at the request and cost of the PURCHASERS do execute or cause to be done and executed all such further lawful and reasonable acts, deeds, matters, things and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring the SAID PROPERTIES unto and to the use of the PURCHASERS in the manner aforesaid as shall and may be reasonably required.

The VENDORS declare that they are the only owners of the Said Properties, having good, right, title in the said properties and

the same are free from any encumbrances or charges thereon whatsoever.

The Vendors indemnify the Purchasers from any claims that may arise in future to the SAID PROPERTIES hereby sold to the Purchasers to the extent of the consideration paid by the Purchasers to the Vendors.

The Confirming Party do hereby give their explicit consent to this sale and do hereby release in favour of the Purchasers all their rights, title and interest to the said property created under the Memorandum of Understanding dated 17-02-2005 without any reservations. The Confirming Party do hereby declare that they have not encumbered or created any Third Party rights to the said property in any manner and do hereby indemnify the Purchasers against claims if any made to the said properties by any Third Party on account of or through the Confirming Party.

The Vendors have this day put the Purchasers in full, free and vacant possession of the Schedule Property;

The Vendors have this day handed over all the original documents of title with regards to the Schedule Properties to the Purchasers

The actual consideration paid is Rs.85,00,000/- (Rupees eighty-five lakhs only). However, for the purpose of Stamp Duty the market value is considered to be Rs.96,07,500/- (Rupees ninety-six lakhs, seven thousand, five hundred only) and as such Stamp Duty of Rs.3,85,000/- (Rupees three lakhs, eighty-five thousand only) is affixed hereto.

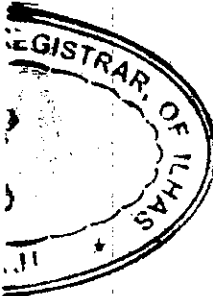


The Vendors confirm for all legal purposes that they have paid all taxes due on the said properties to the concerned authorities and that there are no outstanding dues/ statutory dues concerning the said properties.

The Plan/s annexed to this Deed form a part of this Indenture.

SCHEDULE
(Description of the Properties)

Item No.1



Plot admeasuring 29,600 sq.mts or thereabout which is part of the immovable property known as "*Santa Rita*" or "*Santarem*", described as a whole in the Land Registration Office of Ilhas under No373 at page 200 of Book B-5 old situated at Goa Velha and registered in the Taluka Revenue Office under Matriz No. 269 and presently bearing Survey Nos. 181/ 1(part), 181/2, 181/3 and 181/ 5 and which is situated within the Village Panchayat of Goa Velha and bounded as follows :

North : by the property bearing Survey Nos.181/1,182,183 and 184(part),

South : by the property bearing Survey No.181/5(part) and tributary of river Siridao;

East : by land bearing Survey No.181/1(part),

West : by property bearing Survey Nos.181/2 and 190.

Item No. 2

Plot admeasuring 275 sq.mts. Which is part of the immvabe property known as "*Morgado*" described in the Land Registration Office of Ilhas under No.15600 at page 70 of Book

B-41 New and registered in the Taluka Revenue Office under Matriz No.276 and is presently surveyed under Survey No.184/3 of Village Goa Velha and which above two properties are bounded as :

North : by National Highway,

South : by property bearing Survey No.181/1(part),

East : by the property bearing survey no.183/10 and 182/8.

West : by property bearing survey no.183/5, 183/8, 182/6 and 182/12.



Item No. 3

All that plot and parcel of land admeasuring 2150 sq.mts. comprising of the property admeasuring 1425 sq.mts. of Survey No.183/9 and 725 sq.mts. of Survey No.182/7 which is part of the immovable property known as "Morgado" situated at Goa Velha which property is described in the Land Registration Office of Ilhas under No.19214 at Folio No.66 of Book B-51 New, Matriz No. 112 and bounded as follows:

North : by the National Highway No.17

South: by the land bearing Sub-Division No.1(part) of Survey No.181,

East : by the land bearing Sub-Division No.10 of Survey No.183

West : by the land bearing Sub-Division Nos.5 and 8 of Survey No.183 and Sub-Divisions Nos.6 and 12 of Survey No.182,

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED AND DELIVERED)

by the withinnamed VENDORS :)

- 1) Mrs. KHAIRUNISSA ZIAUDDIN)
- 2) Mr. SUHAIB ZIAUDDIN BUKHARI)
- 3) Miss FAUZIA ZIAUDDIN BUKHARI)
- 4) Miss QUDSIA ZIAUDDIN BUKHARI)
- 6) Miss SADIYA ZIADDIN BUKHARI)
- 7) Mr. SALMAN ZIAUDDIN BUKHARI)



Mrs. KHAIRUNISSA
ZIAUDDIN BUKHARI
for Self and as POA for
Vendors 2, 3, 4, 6 & 7



Left Hand Finger Prints

1.  _____

2.  _____

3.  _____

4.  _____

5.  _____

Right Hand Finger Prints

1.  _____

2.  _____

3.  _____

4.  _____

5.  _____

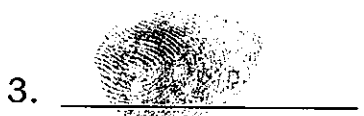


[Handwritten signature]

5) Mr. SUFIYAN ZUAUDDIN
BUKHARI

Left Hand Finger Prints

Right Hand Finger Prints

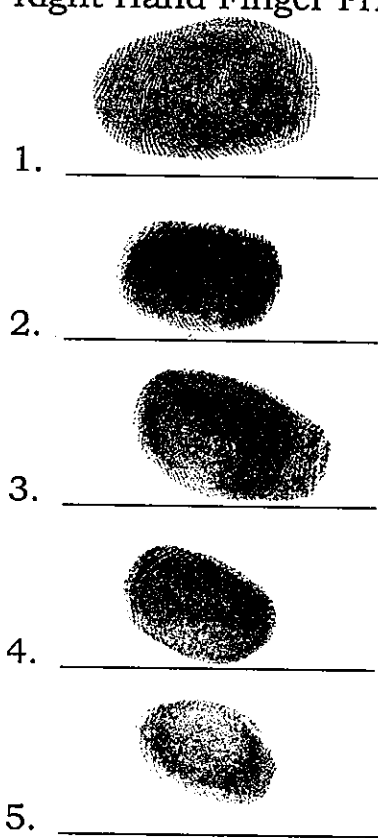
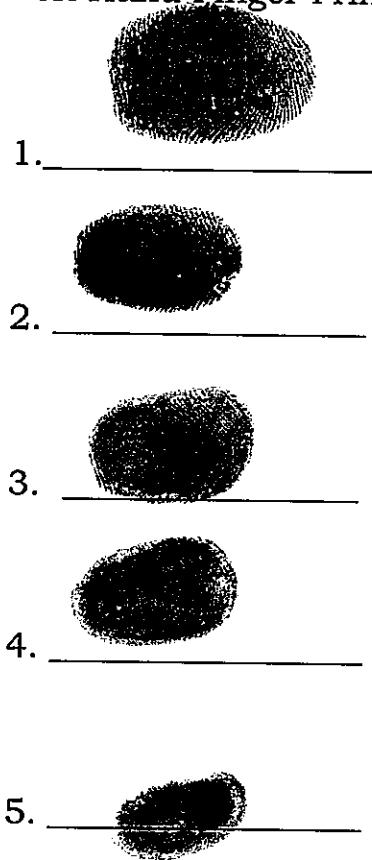


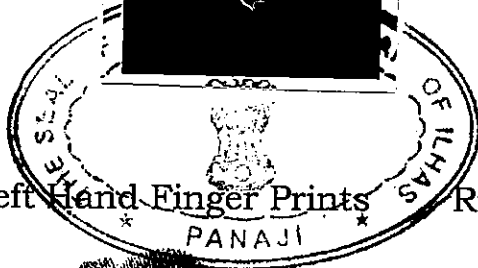
SIGNED AND DELIVERED
by the withinnamed
PURCHASERS : M/s PALACIO
PROPERTY DEVELOPERS
through its Partners



Left Hand Finger Prints

Right Hand Finger Prints





For PALADIO PROPERTY DEVELOPERS

[Signature]
2) Mr. Mohit Gupta
Partner

Left Hand Finger Prints

Right Hand Finger Prints



1. _____



2. _____



3. _____



4. _____



5. _____



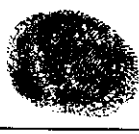
1. _____



2. _____



3. _____



4. _____



5. _____





For PALACIO PROPERTY DEVELOPERS
Vinay Bhasin
 Partner
 Mr. Vinay Bhasin

Left Hand Finger Prints

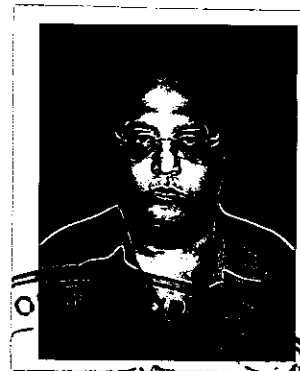
Right Hand Finger Prints



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1. 
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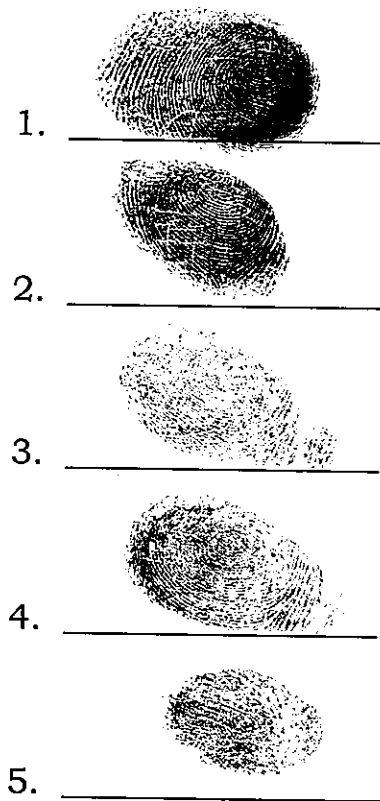
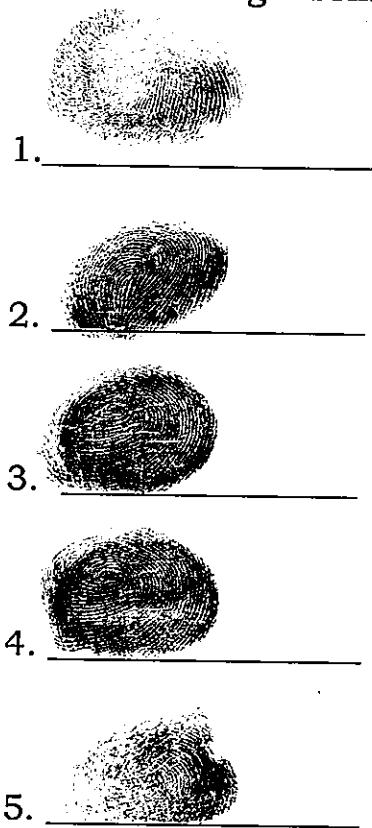
SIGNED AND DELIVERED by the
the withinnamed CONFIRMING
PARTY :

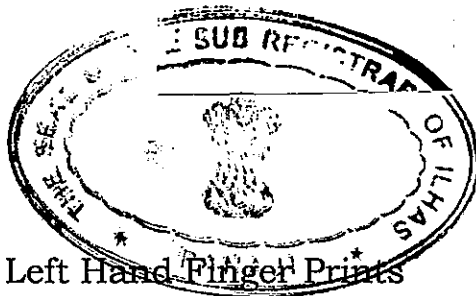


Kamal Jadhvani
1) Mr. KAMAL JADHWANI

Left Hand Finger Prints

Right Hand Finger Prints





[Handwritten signature]

2) Mr. LALJEE PATEL

Left Hand Finger Prints

Right Hand Finger Prints



① Mrs. Khairunnissa Ziauddin Buchari,
Widow of Ziauddin Buchari,
60 yrs, housewife, Indian National, do Byculla,
Mumbai for self and as attorney of (a) Mr. Sehaib
Ziauddin Buchari (b) Miss. Fareeda Ziauddin Buchari,
(c) Miss. Qudsia Ziauddin Buchari (d) Miss. Sadiya
Ziauddin Buchari & (e) Mr. Salman Ziauddin Bu-
chari. —

② Mr. Sefiyan Qudsia Ziauddin Buchari,
20 yrs, do Ziauddin Buchari,
Indian National, do Byculla, Mumbai. —

③ M/s. Kalash Developers, a partnership
firm, Panaji represented by its partners —

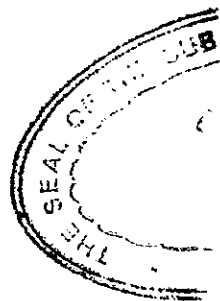
a) Mr. Mehdiet Gupta, 36 yrs, Indian National,

b) Mr. Mohit Gupta, 39 yrs, Indian National,
and;

c) Mr. Vinay Bhasin, 39 yrs, Indian National,
and all do Mumbai, presently at Panaji. —

d) Shri. Kamal Jadhavani, 49 yrs, business, do
Severam Jadhavani, do Andheri (W), Mumbai. —

e) Shri. Laljee Patel, 47 yrs, business, do Kur-
Shottam Patel, do Alibaba, Panjim, Goa. —



Executing party 8 1 to 7

.....

admits execution of the so called
Sale deed

.....

Khairunnissa Buchari

Khairunnissa Buchari

Signature

✓

IN THE PRESENCE OF :

1. [Signature]

2. [Signature]

REGISTRAR

AJI

3 Muddhit Cupto



4 M. Singh



5 Vinay Bhasin



6 M. Das



7 S. Singh



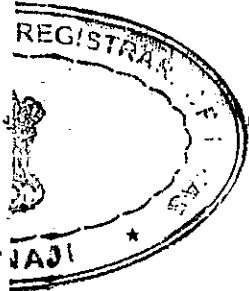
1 Adv. Jatin Singh
Major, also Autos Singh
Major, Major Singh
2 Soar Singh
Major, Soar Singh
Xavier Soar Singh
Architect, Soar Singh

3 K. B. Singh

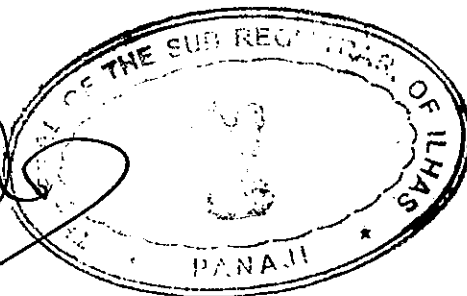
State that they personally know the
above executants
and identify him

4 S. Singh

Sub-Registrar
ILHAS 8/3/58



Registered No. 753
527 to 563
I Volume No. 1612
Date 9-3-2006



[Signature]
Sub-Registrar

Note of Return:-

This document will be returned on:- 9/3/06

[Signature]

SUB-REGISTRAR
ILHAS

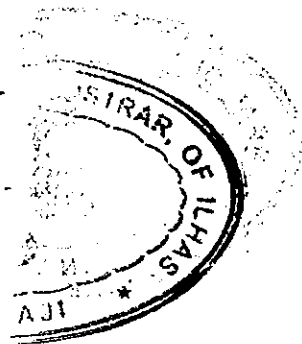


गोवा GOA

001134

2752 Place of value Panaji Date of issue 03/03/06
Value of stamp paper Twenty Five Thousand only
Name of the purchaser Palacio Property Developers
Situated at Panaji Goa son of one lakh sixty thousand only
This is no one single stamp paper for the value of the one lakh sixty thousand only
This is no one single stamp paper for the value of the one lakh sixty thousand only

Mudhith Lupto



BETWEEN

(1) **Mr. MENINO PIEDADE D'SOUZA**, son of Francisco Xavier D'Souza, aged 78 years, married, through his Constituted Attorney, Mr. Clement D'Souza, vide Power of Attorney dated 21-9-99 duly executed before the Notary



गोवा GOA

001135

No. 2752 Place of issue Paraji Date of issue 03/03/06
 Value of stamp paper Rs. Twenty five Thousand only
 Name of the purchaser Palacio Property Developers
Paraji - Goa
 This is a single stamp paper for the value of Rs. one lakh sixty thousand only



(Signature)

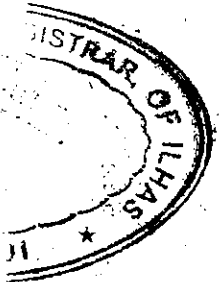
Mindhit Gupta

Wilfred Boadita under No.10669/99, and his wife (2) **Mrs. MARIA CIRCUNCISAO MENDES alias CARMELINA MENDES**, wife of Menino Piedade De Souza, aged 78 years, through her Constituted Attorney, Mr. Clement D'Souza, resident of Goa Velha, Goa, vide Power of Attorney dated



गोवा GOA

No. 2752 Place of vend. Panaji Date of issue 03/03/06 001136
 value of stamp paper Rupees Twenty five Thousand only
 name of the purchaser Palacio Property Developers
 Panaji - Goa
 value of the stamp paper for the value of Rs one Lakh sixty Thousand only
 Signature: M. D. K. Gupta



9-2-06 duly executed before the Notary Mrs. Kishori N. Fugro, under No.16397, both Indian Nationals, residents of Zuari, Goa Velha, Goa, hereinafter called the **VENDORS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their

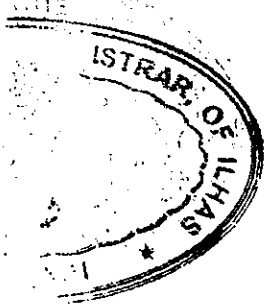


गोवा GOA

001137

NO. 2752 Place of vend. Panaji Date of issue 03/03/06
Value of stamp paper Rupees Twenty Five Thousand only
Name of the purchaser Palacio Property Developers
Residing at Panaji, Goa son of
As there is no one single stamp paper for the value of Rs. One Lakh Sixty Thousand
Additional stamp paper for the completion of the value is attached along
only

Mudhit Gupta



5

legal heirs, executors, administrators and assigns) of the

FIRST PART

AND

M/s PALACIO PROPERTY DEVELOPERS, a partnership
firm having its registered office at 306, Rayu Chambers, Dr.



गोवा GOA

001138

2752 Place of work Panaji Date of issue 03/03/06
 Value of stamp paper Rs. Twenty five Thousand only
 Name of the purchaser Palacio Property Developers
Panaji Goa son of _____
 I hereby declare that the value of the stamp paper is One lakh sixty Thousand only
as Mudhit Gupta

Atmaram Borkar Road, Panaji, Goa – 403 001, represented by its Partners (1) Mr. Mudhit Gupta, aged 36 years, (2) Mr. Mohit Gupta, aged 39 years and (3) Mr. Vinay Bhasin, aged 39 years, all Indian nationals, residents of Mumbai, at present in Panaji, Goa, hereinafter referred to



गोवा GOA

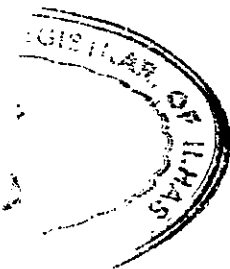
000529

No. 2752 Place of vend. Panaji Date of issue 03/03/06
 Value of stamp paper rupees Ten Thousand and only
 Name of the purchaser Palacio Property Developers
 Residing at Panaji son of ...
 As there is no one single stamp paper for the value of Rs. One lakh sixty thousand
 Additional stamp paper for the completion of the value is attached also.
only
 Signature of the purchaser Mudhit Gupta
 Signature of the notary ...



as the **PURCHASERS** (which expression shall mean to include its partners from time to time and their respective partners from time to time and their respective heirs, administrators, executors and assigns) of the **SECOND PART**

AND



(1) Shri **KAMAL JADHWANI**, aged 49 years, in business, son of Shri Sevaram Jadhvani, residing at 203-A, Skypass Link Road, Andheri (W), Mumbai 400 053, (2) Shri **LALJEE PATEL**, aged 47 years, in business, son of Purshottam Patel, residing at Hillview, Altinho, Panjim, Goa, both hereinafter referred to as the **CONFIRMING PARTY** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors administrators and assigns) of the **THIRD PART**.

WHEREAS the Vendors hereby represent and warrant to the Purchaser as follows:

WHEREAS the Vendors are the owners in possession of all that property known as "SAPAL" situated at Goa Velha, Tiswadi, Goa described in the Land registration Office of Ilhas under No.15067 at Page 183 of Book B-39 New and inscribed in the Taluka Revenue Office under Matriz No.919 which property is presently surveyed under survey No.180 Sub-Division 1 and Survey No.180 Sub-Division 2

and is admeasuring 17350 sq.mts. and which is bounded as under :

East : by rivulet,
West : by land "Sapal" belonging to Government,
North : by property "Santarem" belonging to
Z. Bukhari,
South : by river Sant Anna (Siridao),

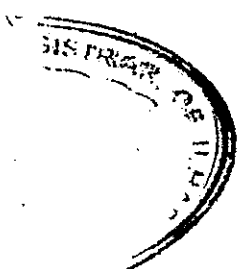


and which property is more particularly described in the Schedule hereunder written and delineated in the Plan annexed to this Indenture;

AND WHEREAS the Vendors have purchased the said property by a Deed of Sale dated 18th February, 1978, which Deed of Sale was registered in the Office of the Sub-Registrar of Ilhas at Panaji under No.132 at pages 281 to 286 of Book No.1 Vol 125 dated 2-5-1978 and subsequently corrected by Deed of Rectification of the Deed of Sale executed on 15th October, 1999 which Deed of Rectification has been registered under No.1685 of Book No.I Volume No.800 at pages 421 to 432 dated 22-10-1999 whereby the Vendors therein, namely Mr. Rosario dos

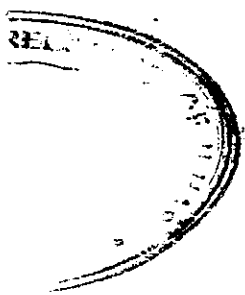
Milagres Caldeira, Mr Eddie dos Milagres Caldeira and Ms. Evelyn Menezes e Caldeira have rectified and reconfirmed the original principal Deed of Sale dated 18-2-1978 executed by late Mrs. Assucena Sara de Menezes and Mr. Rosario dos Milagres Caldeira;

AND WHEREAS the Vendors have further declared to the Purchaser that :

- 
- i) the Vendors are exclusively entitled to own, hold, possess and deal in any manner with the said properties.
 - ii) the Vendors' title to the said properties is clean, clear, unencumbered, marketable and subsisting.
 - iii) there is no litigation or any legal proceedings pending before any Court/Tribunal Administrative Authority in respect of the said properties.
 - iv) the said properties are not subject to any notice or notification or proceedings under Land Acquisition Act or Administration of Evacuee Properties Act.
 - v) there are no mundcar/s and/or Building tenant/s and/or Watch and Ward and/or any persons claiming agricultural tenancy and/or any other right in the said properties.

vi) there are no difficulties, legal or otherwise for the sale free from encumbrances of the right, title or interest of the Vendors to the said properties.

(vii) the Vendors have not received any notices of acquisition/requisition from State Government or Central Government or any local body or authority and the said properties are not subject matter of any attachment by any authority.



AND WHEREAS the vendors had arrived at an Understanding with S/Shri Kamal Jadhvani and Laljee Patel with regard to the said property.

AND WHEREAS Purchaser believing the Vendors representations and warranties to be true and correct has agreed to purchase from the Vendors the said portion of the property SAPAL admeasuring 10,600 sq.metres free from any encumbrances, mortgages, liens, charges, acquisitions, claims, third party rights, etc., for a total consideration of Rupees Forty Lakhs only (Rs. 40,00,000/-).

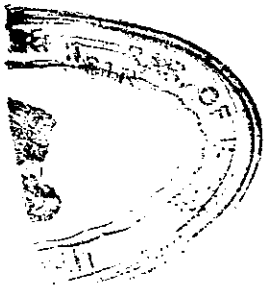
AND WHEREAS the Purchaser has come forward to pay the entire sale consideration to the Vendors and called upon the Vendors to execute this Deed of Sale.

NOW THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

That the Vendors have agreed to sell and the Purchasers have agreed to purchase a portion of the said property SAPAL admeasuring 10,600 sq.mts. for a total consideration of Rs.40,00,000/- (Rupees forty lakhs only) which is its present market value. The Vendors do hereby acknowledge having received the same by (1) Demand Draft No.738071 dated 03-03-2006 on Indian Bank payable at Panaji for Rs.5,00,000/- (Rupees five lakhs only), (2) Demand Draft No.449547 dated 07-03-06 on Syndicate Bank payable at Panaji for Rs.8,00,000/- (Rupees eight lakhs only), (3) Demand Draft No.449544 dated 07-03-06 on Syndicate Bank payable at Panaji for Rs.9,00,000/- (Rupees nine lakhs only), (4) Demand Draft No.449545 dated 07-03-06 on Syndicate Bank payable at Panaji for Rs.9,00,000/- (Rupees nine lakhs only) and (5) Demand Draft No.449546 dated 07-03-06 on Syndicate Bank payable at Panaji for Rs.9,00,000/- (Rupees nine lakhs only) (the receipt of which amounts the Vendors do hereby admit and acknowledge in full and final payment towards the sale price for the sale of the Schedule Property), the Vendors as absolute owners of the said properties hereby transfer, convey and assign in favour of the PURCHASERS the said properties described in Schedule I and II hereto and delineated in Red boundary line in the plan annexed hereto, together with all the courtyards, compounds, fences, drains, ways, paths, passages, water-courses, lights, liberties, rights, privileges, easements and appurtenances whatsoever and hereditaments or any part thereof belonging to or in any way appertaining or usually held occupied therewith or reputed to belong or appurtenant thereto AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in



equity of the VENDORS in and to the said properties and hereditaments and every part thereof TO HAVE AND TO HOLD all and singular the portion of the said property *SAPAL* admeasuring 10,600 sq.mts. and hereditaments and all other premises hereby granted, released and assured or expressed so to be with their appurtenances unto and to the use of the PURCHASERS forever and the VENDORS do hereby covenant that they have in themselves good right and absolute power to grant, release and convey the portion of the said property *SAPAL* unto the PURCHASERS from time to time and all times hereafter, peaceably and quietly to hold, possess and enjoy the portion of the said property *SAPAL* hereby granted with its appurtenances and receive the claim, rents and profits thereof for their own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or from or by any other person or persons lawfully or equitably claiming by, from under in trust from her AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDORS sufficiently saved defended, kept harmless and indemnified of, from and against all estates, charges and encumbrances whatsoever either already or to be hereafter had, made, executed, occasioned and suffered by the VENDORS or by any other person or persons lawfully or equitably claiming any estate, right, title or interest at law or in equity in the portion of the said property *SAPAL* admeasuring 10,600 sq.mts. hereby granted or any part thereof by, from, under or in trust from them, the VENDORS shall and will from time to time and at all times hereafter at the request and cost of the PURCHASERS do execute or cause to be done and executed all such further lawful and reasonable acts, deeds, matters, things



and assurances in law whatsoever for further and more perfectly and absolutely granting and assuring the portion of the said property *SAPAL* admeasuring 10,600 sq.mts. unto and to the use of the PURCHASERS in the manner aforesaid as shall and may be reasonably required.

The VENDORS declare that they are the only owners of the Said Property , having good, right, title in the said properties and the same are free from any encumbrances or charges thereon whatsoever.



The Vendors shall indemnify the Purchasers from any claims that may arise in future to the portion of the said property *SAPAL* hereby sold to the Purchasers to the extent of the consideration paid by the Purchasers to the Vendors.

The Confirming Party do hereby give their explicit consent to this sale and do hereby release in favour of the Purchaser all their rights, title and interest to the said property. The Confirming Party do hereby declare that they have not encumbered or created any Third Party rights to the said property in any manner and do hereby indemnify the Purchaser against claims if any made to the said property by any Third Party on account of or through the Confirming Party.

The Vendors have this day put the Purchasers in full, free and vacant possession of the Schedule Property.

The Vendors have this day handed over all the certified copies of documents of title with regards to the Schedule Property to the Purchaser.

The market value of the said portion of the said property SAPAL is Rs.40,00,000/- (Rupees Forty lakhs only) and the present Deed of Sale is executed on a Stamp Paper of Rs.1,60,000/- (Rupees one lakh, sixty thousand only).

The Vendors confirm for all legal purposes that they have paid all taxes due on the said property to the concerned authorities and that there are no outstanding dues/statutory dues concerning the said property.

The Plan/s annexed to this Deed form a part of this Indenture.

SCHEDULE I

(Description of the Property)

ALL THAT property known as "SAPAL" situated at Goa Velha, Tiswadi, Goa described in the Land registration

Office of Ilhas under No.15067 at Page 183 of Book B-39 New and inscribed in the Taluka Revenue Office under Matriz No.919 which property is presently surveyed under survey No.180 Sub-Division 1 and Survey No.180 Sub-Division 2 and is totally admeasuring 17350 sq.mts. and which is bounded as under :



East	:	by rivulet,
West	:	by land "Sapal" belonging to Government,
North	:	by property "Santarem" belonging to the Z. Bukhari,
South	:	by river Sant Anna (Siridao).

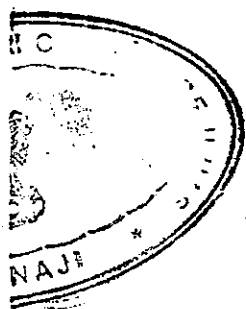
SCHEDULE II

(Description of the property hereby sold)

ALL THAT portion of the property known as "SAPAL" situated at Goa Velha, Tiswadi, Goa described in the Land registration Office of Ilhas under No.15067 at Page 183 of Book B-39 New and inscribed in the Taluka Revenue Office under Matriz No.919 which property is presently surveyed under survey No.180 Sub-Division 1(part) and Survey

No.180 Sub-Division 2(part) and is totally admeasuring about 10,600 sq.mts. and which is bounded as under :

- East : by remaining portion of property "Sapal" surveyed under Survey No.180/1 & 2,
- West : by land "Sapal" belonging to Government,
- North : by property "Santarem" belonging to Z. Bukhari (part) and Menino Piedade D'Souza (part) bearing Survey No.181/5.
- South : by river Sant Anna (Siridao)



and which is more particularly delineated in the Plan annexed to this Deed.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED AND DELIVERED
by the withinnamed VENDORS :

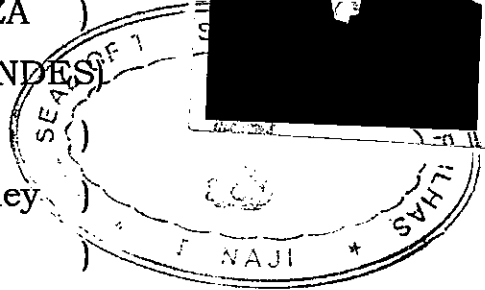
(1) Mr. MENINO PIEDADE D'SOUZA

(2) Mrs. MARIA CIRCUNCISAO MENDES

alias CARMELINA MENDES

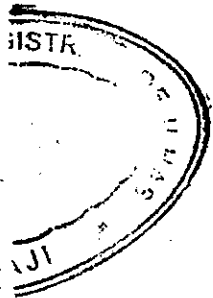
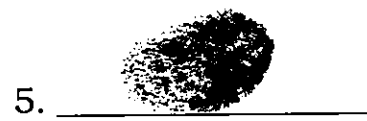
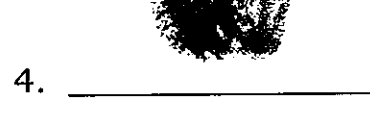
through their constituted Attorney

Mr Clement D'Souza



Left Hand Finger Prints

Right Hand Finger Prints



SIGNED AND DELIVERED)

by the withinnamed)

PURCHASERS : M/s PALACIO)

PROPERTY DEVELOPERS)

through its Partners)

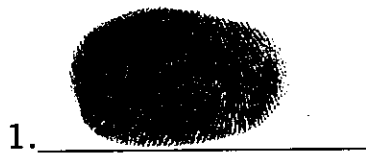
For PALACIO PROPERTY DEVELOPERS

Mudhit Gupta
Partner

1) Mr. Mudhit Gupta



Left Hand Finger Prints



Right Hand Finger Prints





For PALACIO PROPERTY DEVELOPERS

Particular

2) Mr. Mohit Gupta

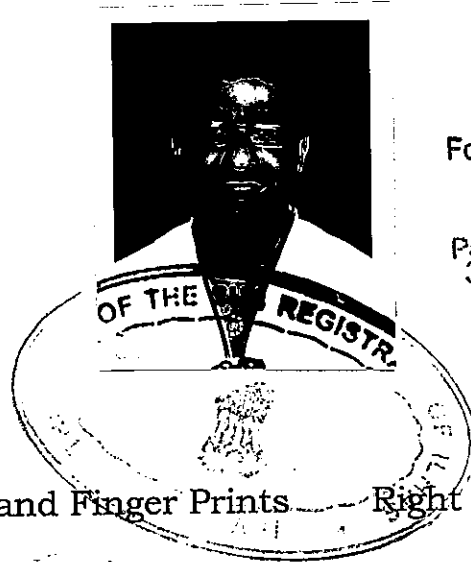
Left Hand Finger Prints

Right Hand Finger Prints

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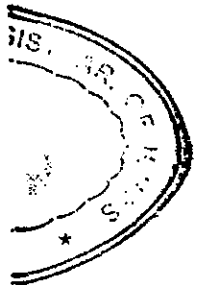


For PALACIO PROPERTY DEVELOPERS

Vinay Bhasin
Partner
3) Mr. Vinay Bhasin

Left Hand Finger Prints

Right Hand Finger Prints



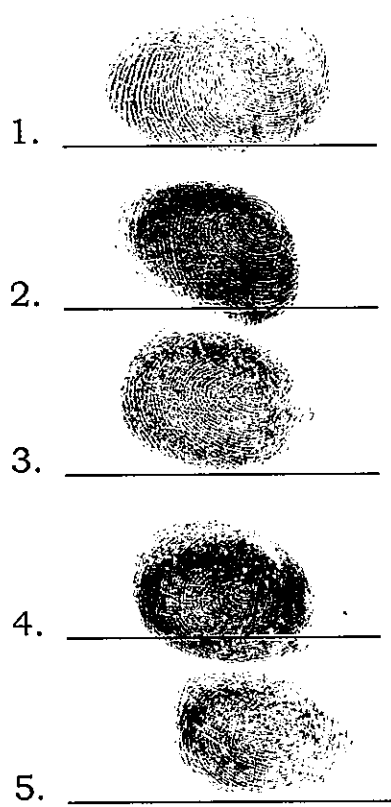
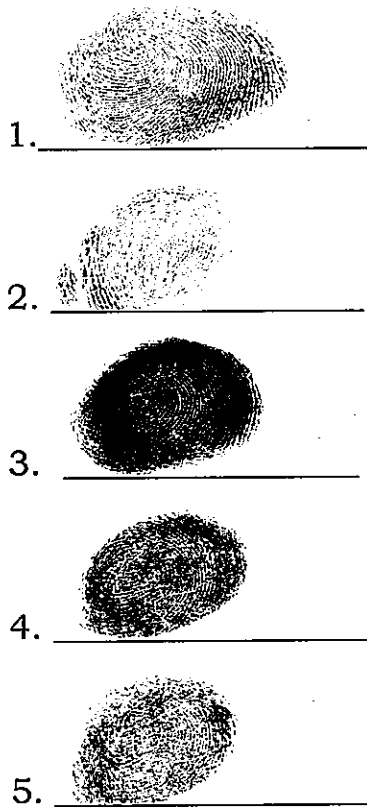
SIGNED AND DELIVERED by the)
 the withinnamed CONFIRMING)
 PARTY :



1) Mr. KAMAL JADHWANI

Left Hand Finger Prints

Right Hand Finger Prints





[Handwritten Signature]
2) Mr. DALJEE PATEL

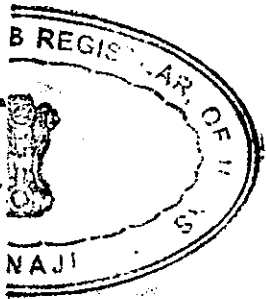
Left Hand Finger Prints

Right Hand Finger Prints



IN THE PRESENCE OF :

1. *Francisco Xavier da Silva Menezes*
2. *[Signature]* *Sebastian Marshall*



aged 69, married
Business, do Calicut
St Cruz

State that they personally know the
above executants

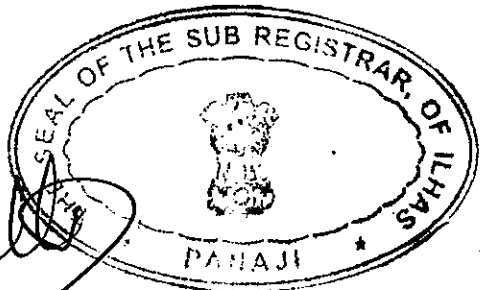
and identify him/her

1. *Ribeira*

2. *Francisco Xavier de Silva Moniz*

[Signature]
SUB-REGISTRAR
ILHAS
8/3/06

Registered No. 754
at pages 564 to 591
Book No. I Volume No. 1612
Date 9-3-2006



[Signature]
Sub-Registrar
Note of Return:-

This document will be returned on:- 9/3/06

[Signature]

SUB-REGISTRAR
ILHAS