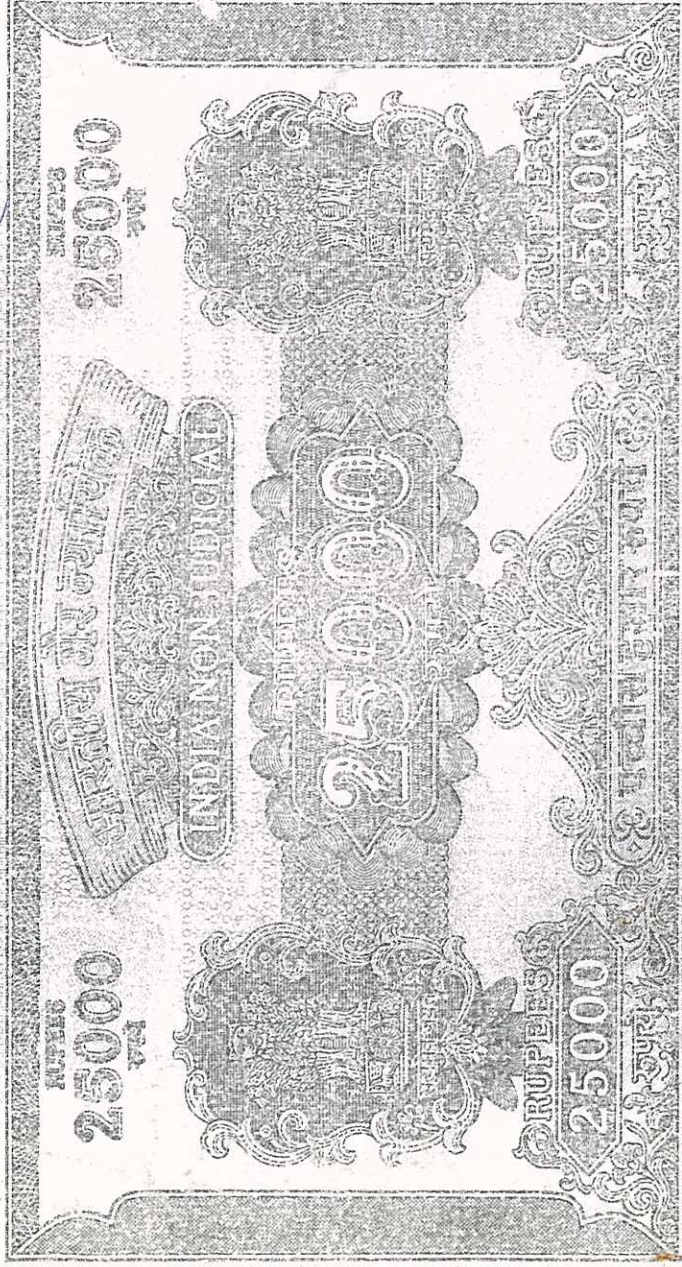




Sr. No. 222208... Place of Vend. - Panaji Date of issue 22.5.08
222208

Name of the person - Maybair Reson (I) Ltd.
Residing at - Porvorim

As per the... one

... is attached

Signature of the Purchaser



Stamp No. 202208
presented at the Office of the
Registrar of Companies, Goa
between the hours of 11.00 AM
and 12.00 PM on 22.5.08

Stamp No. 202208
presented at the Office of the
Registrar of Companies, Goa
between the hours of 11.00 AM
and 12.00 PM on 22.5.08

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Stamp No. 202208
presented at the Office of the
Registrar of Companies, Goa
between the hours of 11.00 AM
and 12.00 PM on 22.5.08



गोवा GOA St. No. 348... Place of Vend :- Penaji Date of issue 27.5.08 022209

Value of the property Twenty five thousand and mayfair Resor (F) Ltd.
Name of the property Porvoin.
Residing at ...

As here is ...
value only.



Ad ...
along with.

Value is attached

Signature of the ...
Signature of the Purchaser

...

DEED OF SALE

...

...



गोवा GOA St. No. 348.. Place of Vend :- Panaji Date of issue 27-5-08 022210

Value of stamp paper Twenty five thousand.

Name of the Person maybay Reson (I) Ltd.

Residing at Porvorim.

As there is one

been only.

Additional stamp is attached along with.

Signature of the Person 



DEED OF SALE



गोवा GOA Sr. No. B.L.A.. Place of Vend :- Panaji Date of issue 27.5.08

Value of stamp paper Twenty five thousand 022211

Name of the person maybesv Resort (+) Ltd.

Residing at Resvaim.

As there is only one

laku only.

Additional stamp is attached along with.

Signature of the person concerned
Signature of purchaser



THIS DEED OF SALE is executed at Mapusa on this

29th day of May 2008.

[Handwritten signature] *[Handwritten signature]*

BETWEEN

i. M/s. **GODWILL INFRASTRUCTURE DEVELOPMENT PVT. LTD.** a company duly incorporated under the provisions of the Companies Act 1956, having its registered office at Porvorim , Bardez, Goa represented herein by its Director Mr. Yashpal Raikar ,son of Mr. Anant Raikar, 30 years of age, occupation business, Indian National, resident of Porvorim, Bardez, Goa, appointed vide resolution dated 26th May 2008, hereinafter referred to as the "VENDOR" Which expression unless repugnant to the context or meaning thereof shall mean and include all its Director, legal representatives, executors, administrators and assigns) of the

FIRST PART.

AND

2.a. M/s. **MAYFAIR RESORTS (INDIA) LIMITED** , a private

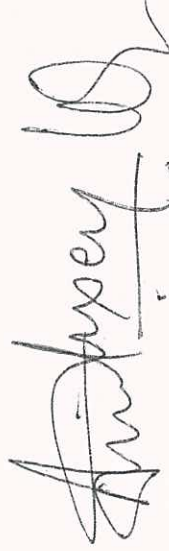
limited company registered in the office of the Registrar of Companies, having its registered office at 268, Maszid Mode, Near Uday Park, New Dehli , represented herein by its Director, Mr. Gokul Kumar, aged 47 years, son of Mr. M.C. Kumar , occupation Business, married resident of Porvorim, Bardez, Goa,



b. Shri. **AMIT SAXENA** , son of Shri. Dinesh Chandra Saxena, aged 40 years, occupation business, Indian National, resident of House no. 2/67, Survey no. 478/2, Naikavaddo, Calangute, Bardez, Goa, hereinafter referred to as **THE PURCHASERS** (Which expression unless repugnant to the context or meaning thereof shall mean and include all its/his Director / heirs, Share Holders , legal representatives, executors, administrators and assigns) of the **SECOND PART.**

AND WHEREAS there exists a property known as "Palmar Denominado Senoichem Bata" or "Godinhachem Bata" or "Dangneshem Bata" admeasuring an area of 7550 Sq.mts, situated at Paliem, within the limits of Village Panchayat of Ucassaim/Ponula, Taluka Bardez, Registration Sub-District of Bardez, District North Goa, State of Goa, described in the Land Registration office under No. 5415 at folio 315 of B New 14, not enrolled in the Taluka Revenue office however surveyed under Survey No. 40/8 of village Paliem, better described in the SCHEDULE hereinafter annexed and for the sake of brevity is referred to as the said property.

AND WHEREAS the said property, was originally owned by Shri. Frank D. Paul, the father of Smt. Maria Lorna William Collaso alias Maria Lorna Nogueira Paul.





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AND WHEREAS the said Frank D. Paul has gifted the said property to his daughter Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul , vide Deed of Gift dated 8th March 1978.

AND WHEREAS the husband of the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul, expired on 28-6-1998, leaving behind the Vendor herein i. Maria Lorna Noueira Paul alias Maria Lorna William Collaso, ii) Wilina Colaso e Mendes, iii. Crystal Lovina W. Colaso iv. Lenin Max W. Colaso, and v. Wilma Valancia W. Colaso as his sole and universal heirs.

AND WHEREAS Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul and the Vendor herein have entered into an agreement of Sale in respect of the said property, on 27/09/2007, and the said agreement is registered before the sub Registrar of Bardez under no. 4769, at pages 19 to 35, Book No. I, Vol. 2792 dated 27/09/2007,

AND WHEREAS the an Inventory Proceedings were filed before Civil Court Senior Division under No. 4/2008 and the said property was described under item No.I in the said inventory proceedings, and the same was allotted to all the heirs in equal proportion.

AND WHEREAS the vendor herein have purchased the said property by virtue of Deed of sale dated 21st May 2008, registered before the sub Registrar of Bardez under no. 2950, at pages 203 to 240, Book No. I, Vol. 2627 dated 28/05/2008.

Antony *W*

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AND WHEREAS the Purchasers have approached the Developer/Vendor with a request and proposal to purchase the said property, admeasuring an area of 7550 sq.mtrs. surveyed under survey No. 40 sub Div. Nos. 8 for a total consideration of Rs. 50, 00,000/- (Rupees Fifty Lakhs only) and the said property more particularly described in the schedule I hereunder written.

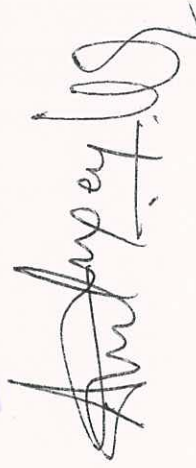
AND WHEREAS the Vendor have accepted the said request and proposal of the Purchasers and are selling to the Purchasers the said property, admeasuring an area of 7550 sq.mtrs. surveyed under survey No. 40 sub Div. Nos. 8 for a total consideration of Rs. 50, 00,000/- (Rupees Fifty Lakhs only) and the said property which is the present market value thereof.

AND WHEREAS the Vendor herein are now desirous of executing Sale Deed in favour of the Purchasers herein, on the following terms and conditions.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS

UNDER :

1. In pursuance of the said agreement and in consideration of sum of Rs. 50, 00,000/- (Rupees Fifty Lakhs only) paid by the PURCHASERS to the VENDORS, towards the full and final payment of the said property, the receipt whereof, the Vendor do hereby admit and acknowledge and do hereby grant, convey, sell ,transfer,

assign and assure unto and to the use of the PURCHASERS

ALL THAT property known as "Palmar Denominado Senoichem Bata" or "Godinhachem Bata" or "Dangneshem Bata" admeasuring an area of 7550 Sq.mts, situated at Paliem, within the limits of Village Panchayat of Ucassaim/Ponula, Taluka Bardez, Registration Sub-District of Bardez, District North Goa, State of Goa, described in the Land Registration office under No. 5415 at folio 315 of B New 14, not enrolled in the Taluka Revenue office however surveyed under Survey No. 40/8 of village Paliem and better identified and marked in the red Colour in the plan annexed hereto, together with all rights, title, interest, uses, benefits, easements, privileges, advantages, claims, demands, ways, paths, passage, commons, and appurtenances whatsoever, now or at any time hereto before usually held, used, occupied or known as part thereof or be appurtenance thereto and all the corresponding estates, rights, title, interest, use possession, benefits, claim and demand whatsoever both at law and in equity of the Vendor, free from all encumbrances, charges and liens for it TO HAVE AND TO HOLD the same absolutely forever.

2.

The Vendor do hereby covenant with the Purchasers that not withstanding any act, thing or

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deed done or executed by the Vendor or knowingly suffered to the contrary, the Vendor now has good right, title and full authority to sell, transfer, grant and convey the said property hereby sold, transferred, granted or conveyed or expressed so to be UNTO AND TO THE USE and BENEFIT of the Purchasers in the manner aforesaid.

3. THE Vendor hereby declare that the said property hereby sold or any part thereof is not the subject of any acquisition or requisition by any authority under the Land Acquisition Act nor it is subject to any tenancy, CRZ, Private or social Forest, or other claims.

4. The Vendor further covenant with the Purchasers that the said property conveyed and the possession of which has been delivered to the Purchasers is of complete and absolute ownership of the vendor and are not subject to any tenancy or other rights of whatsoever nature, easements or rights in the nature of easements or any other encumbrances whatsoever nor is it subject to any pending litigation.

5. The vendor or its representative shall hereinafter indemnify and keep indemnified the Purchasers against any claims caused by defect in title, from any persons whomsoever at any time in future and the Vendor

[Signature]

shall settle such claims at their own costs without disturbing the possession of the Purchasers .

6. The Purchasers shall and may at any time hereinafter peacefully hold, enjoy, use the said property, receive rents, profits thereof for its own use and benefits without any suit, eviction, obstruction, interruption, claim or demand from the Vendor and the Vendor hereby undertake to indemnify the Purchasers if any other person claims better title to the said plot of land which is hereby sold or to pay damages to the Purchasers together with the entire consideration amount received by them, in case the rights which are claimed by third person partly or wholly renders this sale null and void or ineffective.

7. In case the Purchasers are ever dispossessed from the said property hereby sold or any part thereof by reason of any defect in the title of the Vendor , the Vendor do hereby agree and undertake to repay to the Purchasers the entire consideration amount received by them together with reasonable interest or as the case may be, such portion thereof as shall bear in proportion to the property where from the Purchasers are dispossessed and shall keep the Purchasers fully saved and indemnified.




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8. The said property therein hereby sold is free from encumbrances whatsoever made or suffered by the Vendor and the Vendor shall and will from time to time and at all times hereinafter at the cost of the Purchasers execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the aforesaid rights in the aforesaid property hereby sold unto and to the use of the Purchasers in the manner aforesaid as shall and/or may be reasonably required.

9. The Vendor do hereby agree with the Purchasers and declare that they has not done or been party to any act whereby the said plot of land is or may be under any charge, encumbrance or otherwise, howsoever, whereby the Vendor are prevented from conveying the said property or any part thereof to the Purchasers.

10. The Vendor have handed over today to the Purchasers the corresponding documents of the said property

11. The Vendor hereby further declare that they have no objection for filling the necessary application for mutation to include the name of the Purchasers in the occupants column of the form I and XIV of the said property.

Handwritten signature

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12. The Vendor hereby assure confirm and declare to the Purchasers that they have not entered into any agreement or any sort of arrangement with any other person/s individual, firm , company or third party for sale or transfer of the said property hereby sold.

13. The Vendor assure, declare and confirm to the Purchasers that there are no arrears of any Tax and/or dues payable on the said property standing thereon to the village Panchayat, any authority, Government body by the Vendor .

SCHEDULE

The property known as known as "Palmar Denominado Senoichem Bata" or "Godinhachem Bata" or "Dangneshem Bata" admeasuring an area of 7550 Sq.mts, situated at Paliem, within the limits of Village Panchayat of Ucassaim/Ponula, Taluka Bardez, Registration Sub-District of Bardez, District North Goa, State of Goa, described in the Land Registration office under No. 5415 at folio 315 of B New 14, not enrolled in the Taluka Revenue office however surveyed under Survey No. 40/8 of village Paliem and bounded

as follows:-

NORTH: By village Bastora

SOUTH: By the road

EAST : By property bearing survey no.40/6

WEST : By property bearing survey no.40/7

[Signature]

IN WITNESS WHEREOF the Parties hereto have hereunto signed
this agreement on the day, month and year first hereinabove
mentioned in presence of witnesses.

SIGNED, SEALED AND DELIVERED)

GOODWILL INFRASTRUCTURE
DEVELOPMENT PVT. LTD.

BY WITHIN THE MANED

THE VENDOR)

CHAIRMAN / DIRECTOR

M/s. GOODWILL INFRASTRUCTURE DEVELOPMENT PVT.

LTD. Through its Director,

Mr. YASHPAL RAIKAR



Left And Right Hand Finger Prints

1. _____

2. _____

3. _____

4. _____

5. _____

Yashpal Raikar *ve*

SIGNED, SEALED AND DELIVERED)

BY WITHIN THE ~~MANAGER~~ RESORTS INDIA LTD

THE PURCHASER) _____ DIRECTOR

M/s. **MAYFAIR RESORTS (INDIA) LIMITED**

Through its Director,

Mr. **GOKUL KUMAR**



Left And Right Hand Finger Prints

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____



Handwritten signature of Mr. Gokul Kumar

SIGNED, SEALED AND DELIVERED)
BY WITHIN NAMED
THE PURCHASERS

Shri. **AMIT SAXENA**

Amit Saxena



Left And Right Hand Finger Prints

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

IN THE PRESENCE OF WITNESSES:

1. *Amit Saxena*

2. *Amit Saxena*



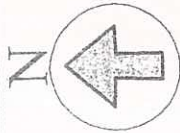
Amit Saxena



GOVERNMENT OF GOA

Directorate of Settlement and Land Records

PANAJI - GOA



Plan showing plots situated at

Paliem Village

BARDEZ Taluka

S.No./Sub Div No. 40/ 8

Scale 1:1000

VILLAGE BASTORA



SURVEY No. 40



[Signature]

MAYFAIR RESORTS INDIA LTD.

GOODWILL INFRASTRUCTURE
DEVELOPMENT PVT. LTD.

DIRECTOR

CHAIRMAN / DIRECTOR



PANAJI -

1) M/s Godwill Infrastructure Development Pvt. Ltd. a company represented herein by its Director Mr. Yashpal Raikar S/o Mr. Anant Raikar 30 yrs of age occupation business Indian National R/O Porvorim Bardez Goa.

2) M/s Mayfair Resort (India) Ltd. a private company represented by its Director Mr. Lokesh Kumar aged 47 yrs S/o Mr. Mr. Kumar occupation Business married R/O Porvorim Bardez - Goa.

3) Shri Anut Saxena S/o Shri Dinesh Chandra Saxena aged 40 yrs occupation business Indian National R/O B.No. 262 S/O. 478/2 Narkanda Colangute Bardez - Goa.

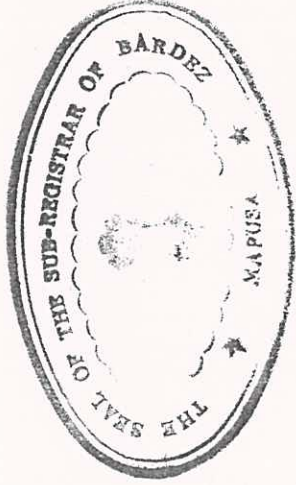


executing party 1603

admits execution of the so called
Sale

registered No. 3054
at page 280 298
Book No. 516 108 2635
date

Sub-Registrar



Certified to be true copy
of the original

[Signature]
JANARDHAN S. KARS-ET-AN
NOTARY AT MAPUSA EARLY 100
NOTARY OF GOA (INDIA)

2010/16
6/1/16