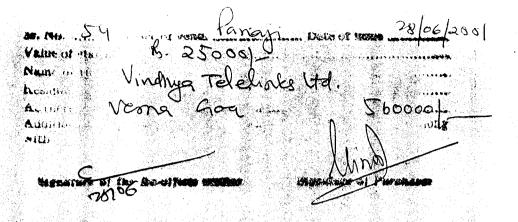
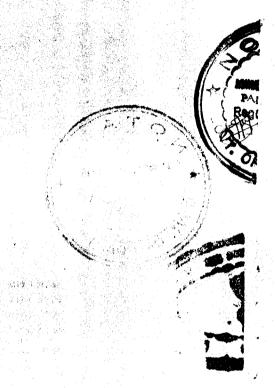


DEED OF SALE

THIS DEED OF SALE is made on this 29th day of

June, 2001 in the city of Panaji, Goa.





BETWEEN

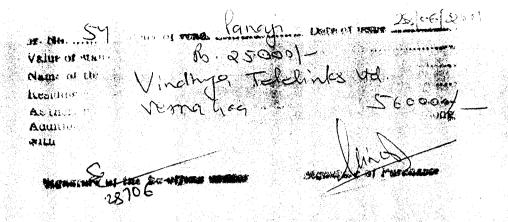
- 1. DR. KAMALAKANT G. THALY, son of Govind Thaly, major, physician, married,
- 2. DR. (MRS.) LATA K. THALY, wife of Dr. Kamalakant G. Thaly, major, physician, married,



00DD 623028



Both husband and wife presently residing at 72, Lake Wood Estate New Orleans, LA, 70131 U.S.A. (hereinafter called as the SELLERS or the FIRST PARTY); represented herein by their duly constituted attorney Smt. Guita V. Dhume alias Smt. Geeta V.



THE WAY SON

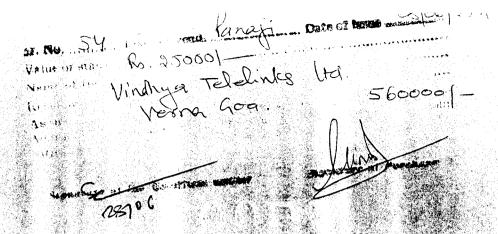


Dhume, wife of Dr. Vishwanath Dhume, resident of Gomeco Colony, Bambolim, Tiswadi, Goa; by virtue of Power of Attorney executed on 07/06/2001 before Notary Public, Kathleen D. Bondio, Louisiana, U.S.A., endorsed under No.CHIC/CONS/ATT/BOS dated



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June 08, 2001 by the Consulate General of India, Chicago, Illinois, U.S.A. and duly stamped by the 'Additional Collector, District of North Goa, Panaji, Goa on 25/06/2001.







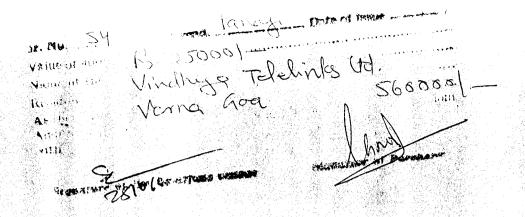
AND

M/S. VINDHYA TELELINKS LTD., a Public Limited company incorporated under the Companies Act, 1956 having it's registered office at Udyog Vihar, P.O. Chorhata, Rewa (M.P.) – 486 006,



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(hereinafter called the PURCHASER or the SECOND PARTY); represented herein by its General Manager (Corporate Affairs) Shri S. P. Sharma, 45, son of late Dr. V. D. Sharma, duly authorized by a





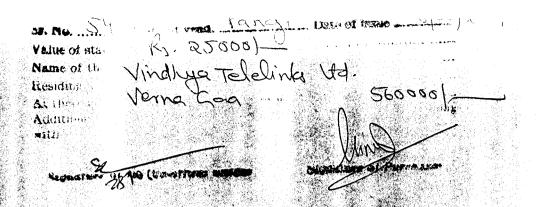
resolution passed by the Board of Directors of the company in their meeting held on 25th April, 2001.

The expressions SELLERS or the FIRST PARTY and the PURCHASER or the SECOND PARTY, unless



repugnant to the context or meaning thereof shall include their duly constituted attorneys, heirs, executors or assigns.

The SELLERS are U.S. citizens of Indian origin.



WHEREAS:

(A) The SELLERS are absolute owners in lawful and physical possession of a sub divided developed Plot No.A-13 admeasuring 500 square meters situated at



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Ocean Park, Dona Paula, Goa. The said sub divided plot is a part of a larger property called "UMA ADICAO DO PALMAR CURLA VAINGUINIM COM O SEU OITEIRO E FRALDA DE PALMEIRAS". The said larger

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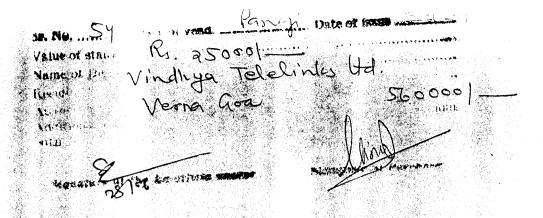


property was surveyed in the Old Cadastral Survey under No.186 and is now surveyed in the Record of Rights under No.247 of Village Taleigao, Tiswadi, Goa. The said property is enrolled for matriz predial under No. 270 in the Land Revenue Office.



The said sub divided plot is more particularly described with boundaries in the schedule hereunder written.

There is a residential bungalow constructed in the said plot bearing Municipal No.635/M.

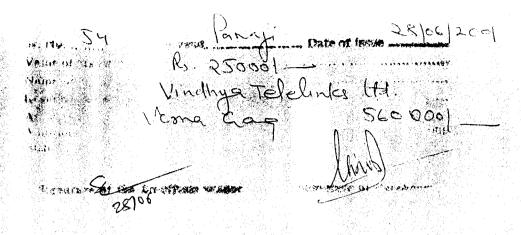




(B) The said larger property presently surveyed under No.247, originally belonged to one Vincent Criecencio Pinto. Said Vincent C. Pinto and his wife Ana Pinto expired in 1902 and their son Gustavo Joao



Floriano Pinto expired in the year 1904. However, inventory proceedings bearing No.862/1902 which were renumbered as 664/1902 were filed in the year 1902. In the said inventory proceedings the said





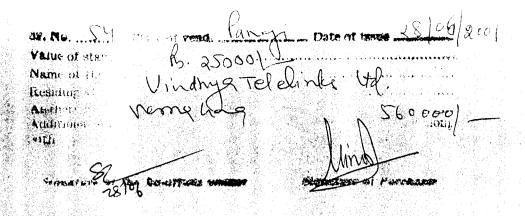
property was allotted to the son of Gustavo Joao Floriano Pinto by name Augusto Bartolomeu Crisansio Pinto. After death of said Augusto B. C. Pinto, the said property was inherited by his heirs



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comprising of two sons viz. Gustavo Joao Floriano Pinto and Alfredo Santana Goes Pinto.

(C) Said Alfredo S. G. Pinto died as Bachelor leaving





said Gustavo J. F. Pinto and his other siblings and their heirs as his successors. The said other heirs of Augusto B. C. Pinto and Alfredo S. G. Pinto relinquished their rights in said property by two



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documents one dated 16/05/1966 executed before the Notary Ex-officio of Panaji under Article 2029 of Civil Code and the other document dated 22/04/1968 executed before the Civil Judge Senior Division, Panaji

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under Article 2034 of Civil Code.

Thus said Gustavo Joao Floriano Pinto became the absolute and exclusive owner of said property



(D) By a Deed of Gift dated 31/04/1970, executed by said Gustavo J. F. Pinto, registered under No.221 at pages 331 to 338 of Book 1 Vol. 45 dated 07/05/1970 before Sub Registrar, Panaji, the said property

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bearing Matriz No.270 was gifted to his four children viz. Luisa Pinto, Sylvia Pinto, Agnelo Pinto and Carlos Pinto.

The said four co-owners desired to develop the said property by sub dividing it into smaller plots and



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for that purpose entered into an agreement with Mr. Joe Mathias.

(E) Mr. Joe Mathias obtained necessary conversion

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James Tory Branting man

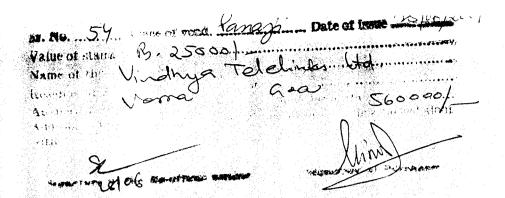
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sanads dated 30/08/1990 and 14/10/1991 from the Deputy Collector. The Panaji Planning Development Authority granted its approval by order dated



15/11/1991 and the Village Panchayat of Taliegao by a letter dated 28/11/1991 granted final NOC for sub



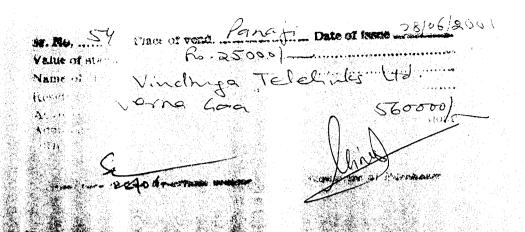




division of plots. The said development scheme was named as Ocean Park.



(F) By an Agreement of Sale dated 16/07/1994 executed by the SELLERS with M/s. J. M. Builders



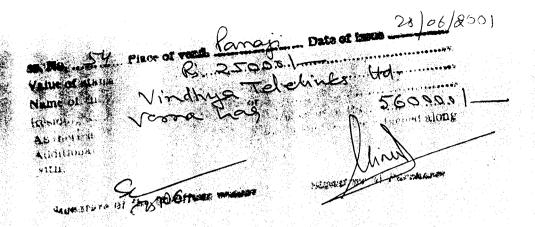


Corporation a proprietary concern of Joe Mathias, the SELLERS agreed to purchase the said Plot No.A-13.



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By another agreement of same date, the SELLERS awarded the work of construction, of the residential

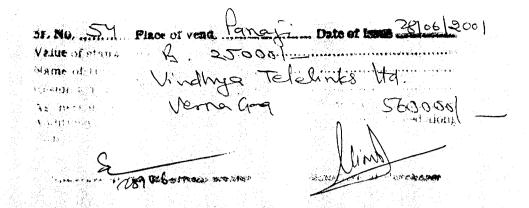




bungalow in the said plot to M/s. Mathias construction, a partnership firm of Joe Mathias.



(G) Construction licence dated 14/06/1994 (payment receipt dated 24/06/1994) was granted by

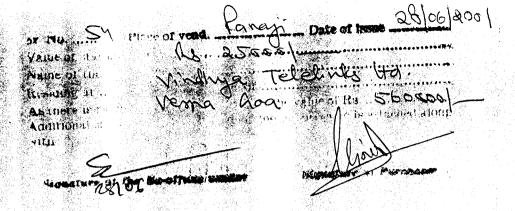




Village Panchayat of Taleigao and licence was renewed by Panaji Municipal Council on 19/08/1997 since



Municipal limits were extended to the Village of Taleigao. Upon completion of the bungalow, Panaji







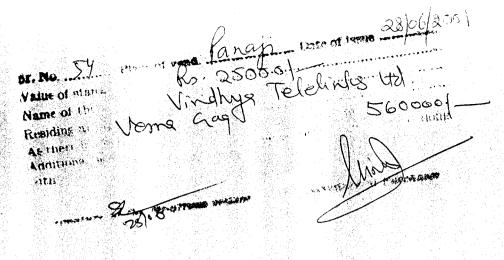
Municipal Council granted Occupancy Certificate on 08/10/1997 vide Certificate No.4/54/TS/97-PMC/



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OC/97-98/60.

(H) By a Deed of Sale executed on 18/08/1998, registered with Sub Registrar under No.185 page 1 to





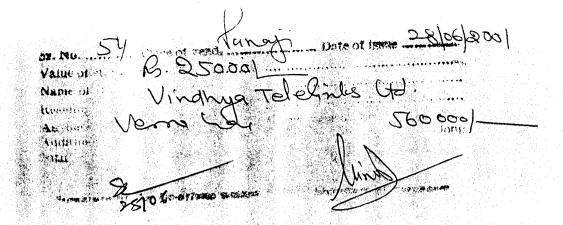


48 Book I Vol. 746, the said plot and the bungalow was purchased by the SELLERS from the owners of



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the property viz. Agnelo J. A. Pinto, Carlos A. G. Pinto, Luiza A. Pinto, Sylvia F. P. Vaz e Lima, Agnelo







F. C. Vaz e Lima/Juvenilla Vaz e Lima and with Mr. Joe Mathias as Developers.



(I) The SELLERS as absolute owner in exclusive and lawful possession of the said plot and bungalow

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Name of Mindhya Telelinks Had.

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have agreed to sell the same to the PURCHASER and the PURCHASER has agreed to purchase the same for



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a consideration of Rs. 70,00,000/- (Rupees Seventy lakhs only) which is its fair market value.

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NOW THIS DEED OF SALE WITNESSES AS

UNDER:

1. In pursuance of the agreement above, the

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SELLERS do hereby convey and transfer by way of SALE all that Plot No.A-13 admeasuring 500 square meters situated at Ocean Park, Dona Paula,

Visite Verra Goa 1

April 1900 (Sec. 17 1900)

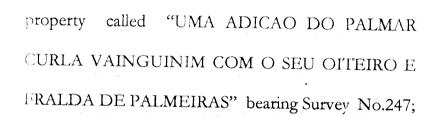


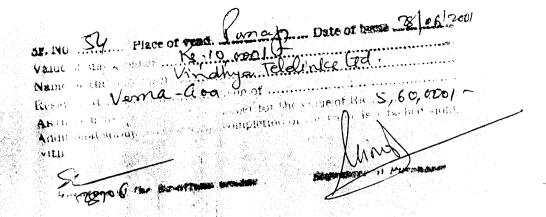


alongwith the residential bungalow bearing Municipal No.635/M constructed thereon (on an 'as is where is' basis), the said sub divided plot being part of larger



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the said plot with the said larger property being more particularly described in the schedule hereunder written with boundaries of the said plot; for a total

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consideration of Rs.70,00,000/- (Rupees Seventy lakhs only) paid by the PURCHASER to the SELLERS by Demand Draft No.048771 dated 22/06/2001 drawn on State Bank of India, Panaji, Goa, favouring Dr. Kamalakant G. Thaly, the receipt of which the SELLERS do hereby admit and acknowledge and discharge the PURCHASER forever.

2. The SELLERS have today delivered physical, vacant, lawful and peaceful possession of the said Plot No.A-13 and the residential bungalow constructed thereon to the PURCHASER and the PURCHASER has taken possession thereof. From today, the SELLERS cease to have any title or interest in the said

plot and the said bungalow sold to the PURCHASER and the PURCHASER shall be acknowledged as absolute owner of the said plot and the said bungalow and shall enjoy the same exclusively without any interference from the SELLERS or any one claiming through them.

- 3. The SELLERS covenant that they have clear, legal and marketable title to the said plot and the said bungalow and have subsisting right and authority to sell the same.
- 4. The SELLERS covenant that the said plot and the said bungalow is free from any encumbrance, mortgage, charge or demand whatsoever.





Jean (i)



- outstanding against the said plot and the said bungalow in respect of either Panaji Municipal Council's House Taxes, Electricity Department's electricity charges, PWD water supply charges, B. S. N. L's, telephone charges, society charges, etc. as on date of execution of this Sale Deed; and indemnify the PURCHASER in this regard. The SELLERS further declare that they undertake to bear all dues/demands in respect of the said plot and the said bungalow, upto the date of execution of this Sale Deed.
- 6. The SELLERS have no objection for the transfer of the electricity and water connections to the PURCHASER and they agree to do all acts, deeds and things required from them in this respect.

- 7. The SELLERS declare and covenant with the PURCHASER that the SELLERS have no dues in taxes to the Income Tax Department as on the date of execution of this Sale Deed.
- 8. The SELLERS agree to attend the office of the Sub-Registrar of Ilhas, Panaji, Goa to admit execution of this Sale Deed and to do all acts and things for effective registration of this Sale Deed.
- 9. The SELLERS indemnify the PURCHASER, in the event the PURCHASER is evicted from the said property or any part thereof by any third party with a better title thereof.



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- 10. The SELLERS undertake to furnish the required NOC from the NGPDA for effective registration of this Sale Deed, within 120 days of the date of execution of the Sale Deed.
- 11. The SELLERS have no objection for mutation of the name of the PURCHASER in the survey record and they agree to do all acts, deeds and things required from them in this respect.

SCHEDULE

All that built up property consisting of a residential bungalow (having PMC House No.635/M and PMC Occupancy Certificate No.4/54/TS/97-PMC/OC/97-98/60 dated 08/10/1997) of ground (stilts) plus two

stories, having a combined built up area of 339.05 square meters on the upper-ground and first floors and an area of 167.92 square meters in the ground (stilted) area and consisting of five bedrooms, a living room, a dining room a family room and a kitchen, along with all the fixtures and fittings in the house built on a plot of land numbered A-13, admeasuring 500 square meters, of a development now known as Ocean Park situated at Dona Paula (Taleigao), Tiswadi Goa; which development forms a part of the Entire property known as 'all that eleventh parcel of the larger immovable property known as UMA ADICAO DO PALMAR CURLA VAINGUINIM CON O SEU OITEIRO E FRALDA DE PALMEIRAS, situated at Curla Vainguinim, Dona Paula, (Taleigao), Tiswadi, Goa, not registered in the Land Registration Office, but

don't have

enrolled in the Taluka Land Revenue Office under Matriz No.270, and surveyed under number 247; admeasuring 57199 square meters as per Portuguese Cadastral Survey No.786 and 55400 square meters as per present record of rights (247). The said plot A-13 is bounded as follows:

EAST

By plot No.A-12.

WEST

By plot No.A-14.

NORTH

By property bearing

Survey No.249.

SOUTH

By an 8 meters road.

The said Plot No.A-13 and the said bungalow are marked in red in the plans annexed hereto as Annexures A & B respectively.

IN WITNESS WHEREOF the SELLERS have signed this Deed of Sale after having understood the contents thereof.

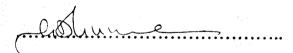
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SIGNED, SEALED & DELIVERED

by the withinnamed SELLERS,
the FIRST PARTY

Cholume

1. DR. KAMALAKANT G. THALY



2. **DR. (MRS.) LATA K. THALY**represented herein by their attorney
SMT. GUITA V. DHUME alias
GEETA V. DHUME

force

SIGNED, SEALED & DELIVERED

by the withinnamed PURCHASER,

the **SECOND PARTY**

M/S. VINDHYA TELELINKS LTD.

represented herein by

For Vindhya Telelinks Ltd.

2

G. M. (CORPORATE APPAIRS)

SHRI. S. P. SHARMA.

IN THE PRESENCE OF:

1. Alan M. Viegas 407, Cticontie, Peth Plana formander Pangi, 600-

2. Vinod Barsel Mind B-B/BWing Apartment Shangri-Le Apartment Mirandar Panagi Gog-403001



Jon! Juila V. Dhume alias

Jon! Geela V. Dhume as

fower of Attorney holder

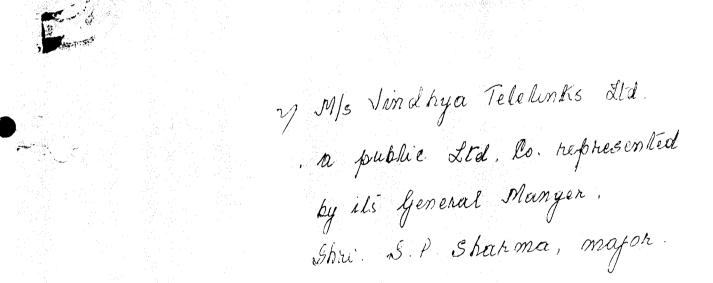
to Dr. Kamala Kant G. thaly

and Dr (Mrs) Jala K. Thaly

both husband and wife, major,

physicians, presently

rjo New Orleans. U.S.A.

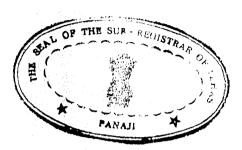


3/0 Late V.D. Bhahma

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1 pages 176. to 207
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Date 4-7-2001.
Sub-Bountrar W 7
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CERTIFIED TRUE COPY OF ORIGINAL REG No. 3146 DATED STORY

(ASHOK S. MASHELKAR)
NOTARY
PANAJI-GOA
-INDIA-

F 9 JUL 2001

