

GOVERNMENT OF GOA REGISTRATION DEPARTMENT Office of the Civil Registrar-cum-Sub Registrar, Mormugoa



STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of : ₹ 10958400/-

(Rupees One Crore Nine Lakh Fifty Eight Thousands Four Hundred only)
PAID VIDE E-RECEIPT NO 202300746741 DATED :19-Oct-2023,

IN THE GOVERNMENT TREASURY.



Sub Registrar

(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)

MORMUGAO

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	1:	Conveyance - 22
PRE REGISTRATION NUMBER		202300069284
	-	2023-MOR-1977
DOCUMENT SERIAL NUMBER		2023-MOR-1977
DATE OF PRESENTATION	:	20-Oct-2023
DOCUMENT REGISTRATION NUMBER	:	MOR-1-1924-2023
DATE OF REGISTRATION	:	20-Oct-2023
NAME OF PRESENTER	:	Anthony Cedric Dias
REGISTRATION FEES PAID	:	₹5479200/-
PROCESSING FEES PAID	:	₹720/-
MUTATION FEES PAID	:	₹52500/-





Government of Goa Directorate of Accounts

Opp. Old Secretariat, Fazenda Building, Panaji Goa Phone: 0832-2225548/21/31



Echallan No. 202300746741

e-Receipt

10 - NOTARY SERVICES

Echallan Date:

14-10-2023 10:16:23

Name and Address of Party:

Prime | 9545127656

Prime Corner Vasco da Gama Goa

Service:

Stamp Duty

Amount

Stamp Duty

₹ 10958400.00

Total Amount:

₹ 10,958,400.00

(Rs. One Crore Nine Lakh Fifty Eight Thousand Four Hundred Only)

Department Data:

202300069284 NOTARY|202300069284 NOTARY

Bank ref No:

Status:

Success

Payment Date:

19-10-2023 10:46:59

Reprint Date: 19/10/2023 10:47:59

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DEED OF SALE





This Deed of Sale is executed at Vasco-Da–Gama, Goa, on this the 19th day of the month of October, in the Year Two Thousand and Twenty-three (2023)

BETWEEN

ZUARI INDUSTRIES LIMITED (formerly known as ZUARI GLOBAL LIMITED, now renamed as Zuari Industries Limited, with the approval of Ministry of Corporate Affairs, Government of India vide its "Certificate of Incorporation pursuant to change of name" dated 16.06.2022, issued by the Registrar of Companies under Ministry of Corporate Affairs, Government of India), a Company incorporated under the provision of the Companies Act, 1956, and thereby deemed to be an existing company under the Companies Act, 2013, having CIN holder of PAN No. having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa, 403726, hereinafter eferred as the "VENDOR" (which expression, unless repugnant and/or contrary to, and/or otherwise inconsistent with the context, shall be deemed to mean and include its successors in business, attorneys, assigns, agent/s and/or other legal representatives), represented herein by its Authorized Signatory, MR. JASKARAN SINGH, Indian National, son of Shri Jagdish Singh, aged 56 years, holder of Aadhar Card No. and PAN Card No. residing at F1, 702, Uniworld City, Sector 30, Gurgaon - 122001, who is duly authorized by a Letter of Authority dated 13.10.2023 issued pursuant to the Resolution of the Board of Directors dated 13th August 2022, annexed hereto as "Annexure-A", of the FIRST PART;

AND

PRIME BUILDERS, a Proprietorship Firm, having its Office at 2nd Floor, "Prime Corner", Vasco-da-Gama, Goa, hereinafter referred to as the "PURCHASER" (which expression unless repugnant to the context or meaning thereof shall also mean and include its legal heirs, legal representatives, executors, administrators, successors and assigns) represented herein by its Proprietor, MR. ANTHONY CEDRIC DIAS, Indian National, holder of PAN No.

aged 61 years, businessman, son of late Mr. Albert Dias, residing at "Prime House", Miraton Gardens, Chicalim, Goa, 403711, of the SECOND PART.

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WHEREAS:

A. The VENDOR has represented to the PURCHASER that vide Deed of Sale dated 08.09.2021, registered with the Sub-Registrar of Mormugao under Registration No. MOR-1-1358-2021 dated 09.09.2021, the VENDOR is the absolute, sole, exclusive owner in possession enjoying good, marketable, exclusive and absolute title to all that partitioned, separate and distinct parcel of land bearing Survey No. 111/1-A of Sancoale Village with an area of 60,880 square metres, as per the survey plan annexed hereto as "Annexure-B", and bounded on the North, by the property under Survey No. 188/1-C of Sancoale Village; on the South, by the property under Survey No. 126/1 of Sancoale Village and partly by the property under Survey No. 111/1(part) of Sancoale Village; on the East, by National Highway 17-B (New NH 566) and on the West, partly by the property under Survey No. 111/1(part) and 188/1 (part) acquired by Electricity Department and partly by the property under Survey No. 188/1(part) of Sancoale Village, within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not registered in the Land Registration Office nor enrolled in the Taluka Revenue office, more particularly described in Schedule-I hereunder written and hereinafter called the "SCHEDULED PROPERTY".

AND WHEREAS:

- B. The SCHEDULED PROPERTY was earlier part of a larger property known as "KOLO DONGOR" totally admeasuring 12,93,275 square meters, as appearing in corresponding Form I & XIV under Survey No. 111/1 of Sancoale Village in the name of "Zuari Industries Limited" [corresponding to the old cadastral number Planta No. 14338 L.R. No. LXV (Part)], within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not registered in the Land Registration Office nor enrolled in the Taluka Revenue Office.
- C. Vide its Letter dated 10.9.1968 M/s Birla Gwalior Private Limited, a Company incorporated under the Companies Act 1956, applied to the Lt. Governor of Goa, Daman and Diu, for grant of lands identified by it, belonging to the Communidade of Sancoale on permanent lease/purchase basis. The Lt.



Governor referred the application to the Administrator of Communidades, South Goa, for his consideration and necessary action. The Administrator referred the matter to Communidade of Sancoale and said Communidade of Sancoale after completing all necessary formalities called an extra ordinary meeting of its shareholders on 10.11.1968 and at this meeting, it was unanimously resolved to grant the lands to said Birla Gwalior Private Limited on permanent lease basis. This proposal was subsequently approved by the Lieutenant Governor of Goa Daman & Diu Territory (now the State of Goa) vide Letter No. RD/COM/441/68 dated 06/01/1969 of Revenue Department and communicated by Letter No. CAB/58/65/69 dated 7.1.1969 of the Collector and by the Directorate of Civil Administration and the Communidade of Sancoale was directed to enter into a Lease Agreement with said Birla Gwalior livate Limited on terms and conditions stipulated by the Communidade of Sancoale.

- D. Thereafter by a Deed of Lease dated 01.02.1969 executed by the Communidade of Sancoale in favour of Birla Gwalior Private Limited, duly registered on 25.02.1969 with the Sub Registrar of Mormugao under Reg. No. 43 at pages 267 to 283 Book No. I, Volume No. 1, the Comunidade of Sancoale gave on lease various lands identified therein to the said Birla Gwalior Private Limited together admeasuring 499 Ha. 9500 sq.m. (Four hundred ninety-nine hectares and nine thousand five hundred square metres) under various Division (Lote) Numbers presently surveyed under new Survey Numbers, to the said Birla Gwalior Private Limited. The property bearing Survey No. 111/1 of Sancoale Village was a part of the leased lands [corresponding to the old cadastral plan of properties bearing LOTE (Plot) No. LXV(Part) and Planta No. 14338 L.R. No. LXV (Part)].
- **E.** Acting under the provisions of Clause (2) of the said Deed of Lease dated 01.02.1969, the said Birla Gwalior Private Limited assigned all their leasehold rights in the entire leased lands, in favour of Zuari Agro Chemicals Limited by an Indenture of Assignment dated 04.12.1969 duly registered with the Sub Registrar of Mormugao on 22.12.1969 under Reg. No. 287, Book No. I, Volume No. 4.

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- F. Thereafter, in accordance with Clause (5) of the said Deed of Lease dated 01.02.1969 and after making the necessary payment due to Commundade of Sancoale, the Communidade of Sancoale sold and transferred the said entire leased lands to M/s Zuari Agro Chemicals Limited by a Deed of Conveyance dated 31.03.1971, which was duly registered with the Sub Registrar of Mormugao on 26.06.1971 under Reg. No. 167 at pages 335 to 358. Book No. I, Volume No. 9 and since 31.03.1971, said Zuari Agro Chemicals Limited was vested with absolute title to the said lands conveyed to it.
- G. The name of Zuari Agro Chemicals Limited was later changed to Zuari Industries Limited as per the Certificate of Incorporation dated 12.02.1998. Another Company by the name "Zuari Holdings Ltd." was incorporated and formed on 10.09.2009 as per the Certificate of Incorporation issued by the Registrar of Companies.
- Zuari Holdings Ltd." and as per the scheme of arrangement and demerger approved by the High Court of Bombay at Goa on 02.03.2012 under orders made in Company Petition No. 7/2011 connected with Company Application No. 19/2011 the property bearing Survey No. 111/1 of Sancoale Village admeasuring an area of 12,93,275 square metres, got transferred in the name of Zuari Holdings Ltd.
- I. Subsequently, the name of "Zuari Holdings Ltd." was changed to "Zuari Agro Chemicals Limited" as per the Certificate of Incorporation dated 28.09.2012 issued by the Registrar of Companies. Thus, the property bearing Survey No. 111/1 of Sancoale Village admeasuring an area of 12,93,275 square metres came to be owned by "Zuari Agro Chemicals Limited" w.e.f. 28.09.2012.
- J. The name of "Zuari Industries Limited" was changed to "Zuari Global Limited" as per the Certificate issued by the Registrar of Companies dated 26.06.2012.
- K. However, the name of "Zuari Global Limited" was again changed to "Zuari Industries Limited" vide "Certificate of Incorporation pursuant to change of name" dated 16.06.2022. [Hence whenever and wherever the name Zuari

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Global Limited appears herein it shall mean Zuari Industries Limited with effect from 16.06.2022, as the need for interpretation may so require.]

Limited and Zuari Global Limited, Zuari Agro Chemicals Limited agreed to sell to Zuari Global Limited, a total of fourteen (14) different properties, one of which was a naturally sub-divided (separated by National Highway and lying to the east of the National Highway) parcel of land then admeasuring 93,256 square metres, under Survey No. 111/1(part) of Village Sancoale, listed in the Schedule to the said Agreement for Sale dated 28/3/2014 at Serial Number 1.c. therein and identified on a plan prepared by the parties, and on the same date of the Agreement, the said Zuari Global Limited paid the full agreed consideration of all fourteen (14) properties, including the said parcel of land admeasuring 93,256 square metres, to Zuari Agro Chemicals Limited, who thereafter handed over the possession of all the fourteen properties to Zuari Global Limited. However, Zuari Agro Chemicals Limited did not execute the sale deeds of these properties and therefore Zuari Agro Chemicals Limited remained the holder in title of the properties.

M. On ground, the said parcel of land admeasuring 93,256 square metres got reduced to about 60880 square metres, partly after actual alignment of the National Highway and partly after acquisition of land by the Electricity Department of Govt. of Goa, and this remaining area of 60,880 square metres was free from encumbrances of whatsoever nature and said Zuari Agro Chemicals Limited and Zuari Global Limited said they enjoyed a clear, marketable and transferrable title to the said parcel of land, and based upon that representation, after undertaking a thorough due diligence the PURCHASER evinced interest to purchase this parcel of land of about 60,880 square metres under Survey No. 111/1 (part) of Sancoale Village, along with three other contiguous parcels of land, with areas of 2209 sq.m., 3761 sq.m. and 9614 sq.m., all under Survey No. 188/1(part) of Sancoale Village, which land was identified by the parties on a plan and accordingly, the said Zuari Agro Chemicals Limited and said Zuari Global Limited executed a Memorandum of Understanding dated 14.10.2020, with Prime Builders (the PURCHASER herein), registered before Notary Public Adv. Ms. Harjit Kaur Gurmit Singh under Reg. No. 3789/2020, whereby it was agreed to sell the said







parcel of land admeasuring 60,880 square metres under Survey No. 111/1 (part) of Sancoale Village to Prime Builders, along with the three other contiguous parcels of land, as stated above, at or for a price and on other terms and conditions therein mentioned.

N. Thereafter, in pursuance of its Agreement for Sale dated 28/3/2014 with Zuari Global Limited and to facilitate the partition of the said parcel of land admeasuring 60,880 square metres from the rest of the property under Survey No. 111/1 of Sancoale Village, said Zuari Agro Chemicals Limited sold the said parcel of land admeasuring 60,880 square metres to said Zuari Global Limited vide a Deed of Sale dated 08.09.2021, registered with the Sub-Registrar of Mormugao under Registration No. MOR-1-1358-2021 dated 09.09.2021.

O. Subsequently, said Zuari Global Limited got the said parcel of land admeasuring 60,880 square metres partitioned from the rest of the bigger property under Survey No. 111/1, vide Order of the Inspector of Survey & Land records, bearing Reference No. 3/ISLR/MOR/PART/177/2021 dated 25.01.2022 and the partitioned land parcel of 60,880 square metres in the name of Zuari Global Limited was allotted new Survey No. 111/1-A of Village Sancoale with an area of 60,880 square metres, i.e. the SCHEDULED PROPERTY herein, the SCHEDULED PROPERTY alone being the subject matter of this Deed.

P. Meanwhile, out of the other three parcels of land under the said MOU, said Zuari Agro Chemicals Limited and said Zuari Global Limited sold two of the parcels of land to the PURCHASER herein, i.e. one parcel admeasuring 2209 square metres vide Deed of Sale dated 05.01.2022 registered with the Sub-Registrar of Mormugao under Reg. No. MOR-1-19-2022 dated 05.01.2022 and another parcel of land admeasuring 3761 square metres vide Deed of Sale dated 17.2.2022 registered with the Sub-Registrar of Mormugao under Reg. No. MOR-1-253-2022 dated 17.02.2022, while the last (fourth) remaining parcel of land as per the said MOU, shall be sold to the present PURCHASER hereafter, after the PURCHASER completes certain work associated with that parcel.

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Q. And now the PURCHASER after conducting due diligence as well as verification in respect to the right, title and entitlement of the VENDOR in the SCHEDULED PROPERTY, at the request of the PURCHASER, the VENDOR, said Zuari Industries Ltd. has agreed to sell and convey the SCHEDULED PROPERTY by way of absolute sale to the PURCHASER by a deed of sale, being in fact these presents, and to register the same under the Indian Registration Act 1908 with the Sub-Registrar of Mormugao Taluka.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

- 1. That in consideration of the sum of Rs. 18,26,40,000/- (Rupees Eighteen crores, twenty-six lakhs, forty thousand, only), which the PURCHASER has fully paid to the VENDOR as per details in Clause (2) below, and which the VENDOR admits and acknowledge having received, the VENDOR hereby indefeasibly grants, conveys, sells, transfers, assigns and assures unto the PURCHASER all that distinct property bearing Survey No. 111/1-A of Sancoale Village admeasuring 60,880 square metres, i.e. the SCHEDULED PROPERTY herein, together with all its benefits and advantages, rights, liberties, easement and privileges, appendages and appurtenances whatsoever or in any way appertaining to or with same or any part thereof and all the estates, rights, title, inheritance use, limits, property claim and demand whatsoever both at law and in equity of the VENDOR's interest and every right upon the SCHEDULED PROPERTY and every part thereof TO HAVE AND HOLD the SCHEDULED PROPERTY and every part thereof hereby granted, conveyed and transferred absolutely forever, peacefully, without any disturbance and/or hindrance from the VENDOR or any person claiming through them.
 - 2. Towards the purchase of the SCHEDULED PROPERTY, the PURCHASER had (a) previously paid to the VENDOR a total amount of Rs. 5,00,00,000/- (Rupees Five Crores, only), inclusive of Tax Deducted at Source (TDS), through six bank transfers, i.e. (1) Rs. 1,00,00,000/- (Rupees One Crore, only) vide UTR No. SRCBR2020081100060476 dated 11.08.2020; (2) Rs. 50,00,000/- (Rupees Fifty Lakhs, only) vide UTR No. SRCB92020082800091270 dated 21.08.2020; (3) Rs. 50,00,000/- (Rupees Fifty Lakhs, only) vide UTR No. SRCBR92020082800091270 dated 28.08.2020; (4) Rs. 1,00,00,000/- (Rupees One Crore, only) vide UTR No. ICIC0000000SRCB0000095 dated 01.09.2020; (5) Rs. 1,00,00,000/- (Rupees One Crore, only) vide UTR No. SRCBR92020090500013783 dated 05.09.2020 and (6)

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Rs. 96,25,000/- (Rupees Ninety-six lacs, twenty-five thousand, only) vide UTR No. SRCBR92020091500017568 dated 15.09.2020 and further the PURCHASER paid TDS of Rs. 3,75,000/- (Rupees Three lacs, seventy-five thousand, only) @ 0.75% on account of the VENDOR, vide Challan No. 01738 dated 15.09.2020), all together amounting to Rs. 5,00,00,000/- (Rupees Five Crores, only) and (b) subsequently, the PURCHASER paid to the VENDOR a further amount of Rs. 4,00,00,000/-(Rupees Four Crores, only), i.e., Rs. 3,96,00,000/- (Rupees Three crores, ninetysix lacs, only) vide UTR No. SIBLR52023092900068338 dated 29.9.2023 and TDS of Rs. 4,00,000/- (Rupees Four Lacs, only) @ 1%, vide Challan No. 00031 dated 29.9.2023, paid on account of the VENDOR, together amounting to Rs. 4,00,00,000/- (Rupees Four Crores, only). In addition to this payment of Rs. 9,00,00,000/- (Rupees Nine Crores, only), inclusive of TDS, the PURCHASER has incurred expenditures on behalf of the VENDOR of, Rs. 4,87,040/- (Rupees Four lacs, eighty-seven thousand, forty, only) and Rs.1,19,672/- (One lac, nineteen housand, six hundred seventy-two, only), as per details on Letter No. PB/03/2021/116 dated 30.3.2021 and Letter No. PB/04/2021/133 dated 20.4.2021, respectively, of the PURCHASER addressed to the VENDOR and therefore after adjusting the aforesaid amounts of (1) Rs. 9,00,00,000/-, (2) Rs. 4,87,040/- and (3) Rs. 1,19,672/-, the PURCHASER has paid the VENDOR an amount of Rs. 9,11,06,888/- (Rupees Nine crores, eleven lacs, six thousand, eight hundred eighty-eight, only) to the **VENDOR** vide UTR SIBLR52023101900168475 dated 19.10.2023, and TDS of Rs. 9,26,400/- (Rupees Nine lacs, twenty-six thousand, four hundred, only) @1% vide Challan No. 00015 dated 19.10.2023, paid on the account of the VENDOR, in full and final settlement of the total price consideration of Rs. 18,26,40,000/- (Rupees Eighteen crores, twenty-six lakhs, forty thousand, only) for the sale of the SCHEDULED PROPERTY by the VENDOR to the PURCHASER, under these presents.

- **3.** The VENDOR has in themselves good right, full power and absolute authority to grant, convey, transfer and assure the SCHEDULED PROPERTY hereby granted, conveyed, transferred and assured or intended so to be unto and to the PURCHASER in the manner aforesaid.
- **4.** The PURCHASER is absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDOR well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates,

title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the VENDOR or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them.

- **5.** From the date of execution of this Deed, the PURCHASER may hereafter peacefully and quietly possess and enjoy the SCHEDULED PROPERTY, hereby conveyed without any claims or demands whatsoever from the VENDOR or any person or persons claiming through or under it.
- 6. The VENDOR does hereby covenant with the PURCHASER as follows:
 - a) That the VENDOR is the lawful owner in title of the SCHEDULED PROPERTY and the SCHEDULED PROPERTY is absolutely free from encumbrances of any nature.
 - b) That the SCHEDULED PROPERTY is neither subject to any notification under any law for compulsory acquisition, nor to attachment order or seizure by any Court or lawful authority.
 - c) That the VENDOR has put the PURCHASER in possession of the SCHEDULED PROPERTY hereby conveyed and transferred and the PURCHASER confirms having taken the possession of the same.
 - d) That notwithstanding (a) above, the VENDOR indemnifies and keeps indemnified the PURCHASER on account of defect in title of the Vendor and save them harmless from any defect in title of the VENDOR to the SCHEDULED PROPERTY or any part thereof due to any other charge or encumbrance affecting SCHEDULED PROPERTY or any part thereof, or due to any act of omission or commission of the VENDOR, if existing but have arisen prior to execution of this Sale Deed, resulting in depriving the PURCHASER of the title and/or possession of the SCHEDULED PROPERTY or any part thereof, provided, it is established that the VENDOR has intentionally concealed or suppressed such defects in title and/or the PURCHASER could not detect such defect while carrying out the due diligence of the title of the SCHEDULED PROPERTY.

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- e) That the VENDOR shall at the request of the PURCHASER do or execute or cause to be done or executed all lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the SCHEDULED PROPERTY and every part thereof according to the true intent of this Deed.
- 7. The VENDOR is neither in receipt of any notice under the Land Acquisition Act 1894 or Administration of Evacuee Properties Act or any other Act for acquisition/requisition of the whole SCHEDULED PROPERTY or any part thereof, nor has the SCHEDULED PROPERTY or any part thereof been notified for acquisition/requisition under the provisions of the Land Acquisition Act 1894 or Administration of Evacuee Properties Act or any other Act in force as on the date hereof.
- 8. The VENDOR confirms and the PURCHASER has verified that there is/are no tenant/s, mundkar/s, or any persons claiming any other tenancy, mundkarial and/or any other right in the SCHEDULED PROPERTY and there are no difficulties, legal or otherwise for the sale, transfer, assignment of the SCHEDULED PROPERTY which is absolutely free from encumbrances and there is no attachment or notices from the Central and State Government or any other local body or authority under or any schemes or legislative enactment or any other Act or statue, law or regulation affecting the SCHEDULED PROPERTY.
- **9.** The VENDOR confirms that there is no ongoing litigation or any legal proceedings before any Court/Authorities in Goa/India affecting the SCHEDULED PROPERTY or any part thereof.
- 10. The VENDOR, at the time of execution of the present Deed of Sale, has not previously entered into any agreement for sale, memorandum of understanding and/or any other written or oral arrangement, by any title called, with any third party, in respect of the SCHEDULED PROPERTY, other than the PURCHASER herein.
- **11.** The VENDOR shall sign all applications, petitions, no-objections, forms etc. to enable the PURCHASER to carry out the mutation of the SCHEDULED PROPERTY in the name of the PURCHASER. The VENDOR hereby gives their no objection for

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carrying out the said mutation in the Survey Record of Rights in respect of the SCHEDULED PROPERTY.

12. The VENDOR shall and will from time to time and at all times hereafter at the request of the PURCHASER shall execute or cause to be done and executed all such further and other lawful and responsible acts, deeds, things, matters and assurances in law whatsoever to further and more perfectly and absolutely, grant and assure the SCHEDULED PROPERTY unto and to the use and enjoyment of the PURCHASER or his nominees as may be the case.

Any prior understanding agreement, covenants, communications, carriangements, et. al., oral or written, between the VENDOR and the PURCHASER respect of the SCHEDULED PROPERTY only, shall stand superseded, with the execution of this Deed of Sale and the parties remain committed to executing the last deed of sale for the last parcel of land mentioned in Recital (P) above.

14. The VENDOR hereby irrevocably confirms the delivery of the vacant and peaceful possession of the SCHEDULED PROPERTY to the PURCHASER.

15. The sale of the land is made at the agreed price of Rs. 3,000/- per square metre, vide MOU dated 14.10.2020, which is higher than the Govt. notified land rates of Rs. 1,400/- per square metre, and stamp duty and registration fee are computed at the rate Rs. 3,000/- per square metre and paid accordingly.

16. The VENDOR hereby declares that the SCHEDULED PROPERTY in transaction does not belong to Scheduled Castes/Schedule Tribes.

SCHEDULE-I

(Description of the SCHEDULED PROPERTY)

All that partitioned parcel of land, with an area of 60,880 square metres, earlier being a part of a larger property known as "KOLO DONGOR" admeasuring 12,93,275 square meters, appearing in corresponding Form I & XIV in the name of "Zuari Industries Limited" of Sancoale Village (in the old cadastral plan of properties), bearing Survey No. 111/1 of Sancoale Village [corresponding to the old cadastral number Planta No. 14338 L.R. No. LXV (Part)], now partitioned under new Survey No. 111/-1-A of Sancoale Village, situated at Sancoale, within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not registered in the Land Registration Office nor enrolled in the Taluka Revenue office, bounded on the North, by the property under Survey No. 188/1-C of Sancoale Village; on the South, by the property under Survey No. 126/1 of Sancoale Village and partly by the property under Survey No. 111/1(part) of Sancoale Village; on the East, by National Highway 17-B (New NH 566) and on the West, partly by the property under Survey No. 111/1(part) and 188/1 (part) acquired by Electricity Department and partly by the property under Survey No. 188/1(part) of Sancoale Village.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals to this Deed on the day, month and year first hereinabove mentioned in the presence of witnesses.









Signed, sealed and delivered by Within-named VENDOR, ZUARI INDUSTRIES LIMITED, through its Authorised Signatory, MR. JASKARAN SINGH

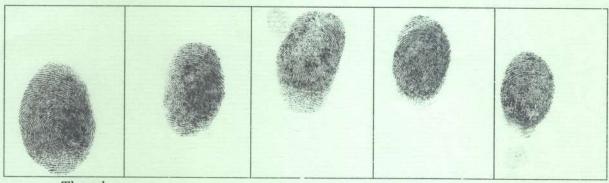
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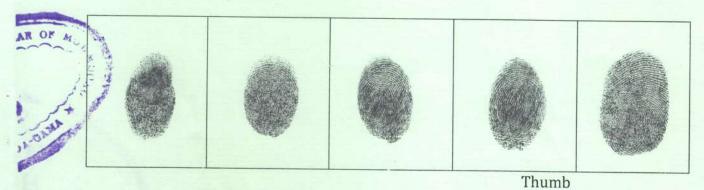




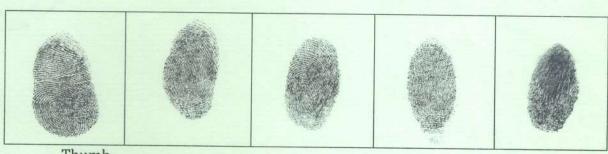


Signed, sealed and delivered by the within-named PURCHASER, PRIME BUILDERS, through its Proprietor, MR. ANTHONY CEDRIC DIAS

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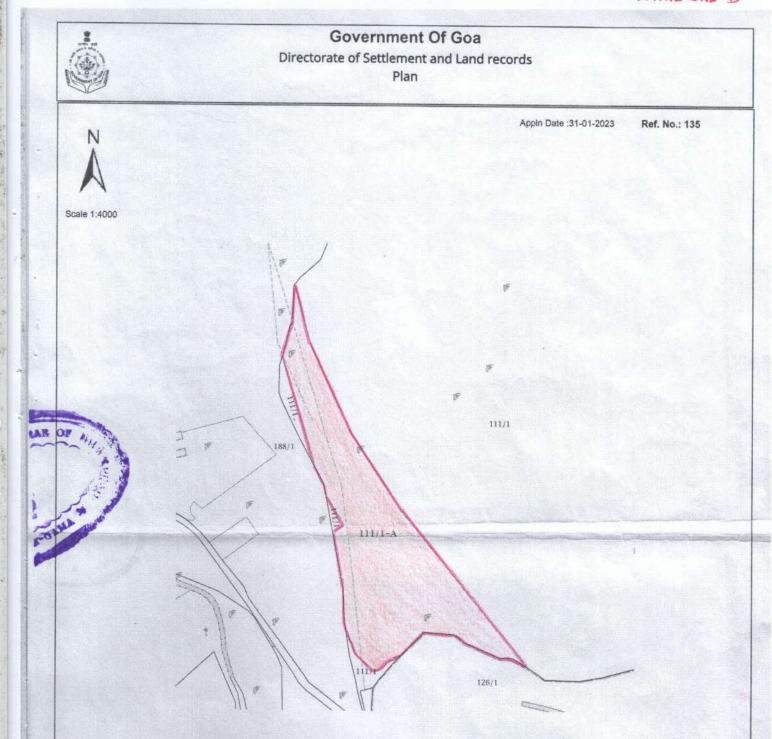
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IN THE PRESENCE OF WITNESSES:

1) SIGNATURE :

2) SIGNATURE :

NAME



Taluka Name : MORMUGAO Village Name : Sancoale Survey No. : 111 Subdiv No : 1-A

Report Generated By: DILIR NAIK

For Prime Builders Proprietor

Page Size: A3

This record is computer generated on 31/01/2023 11:15:24 as per Online Ref No.135. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://egov.goa.nic.in/dslr.



ZUARI INDUSTRIES LIMITED



5th Floor, Tower A, Global Business Park, M.G. Road, Sector 26, Gurugram - 122 002, India Tel: +91 (124) 432 7800 Email: ig.zgl@adventz.com, www.zuariindustries.in

LETTER OF AUTHORITY

This Letter of Authority is issued in favour of Mr. Jaskaran Singh, Head-Administration, Corporate Affairs and real Estate, son of Mr. Jagdish Singh, aged 55 years, married, holder of Aadhar Card No.

and PAN No.

residing at F1, 702, Uniworld City, Sector 3-, Gurgaon – 122001, in pursuance to the Board Resolution dated 13th August 2022 passed by Zuari Industries Limited (formerly "Zuari Global Ltd") (hereinafter referred to as "the Company"), having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa 403726.

Through this Letter of Authority, Mr. Jaskaran Singh is hereby authorized to sign and execute, on behalf of the Company, the Deed of Sale of the Company's property on 'as is where is basis', bearing Survey No. 111/1-A of Sancoale Village, admeasuring 60,880 square metres, situated at Sancoale, Goa, in favour of Prime Builders, 2nd Floor, "Prime Corner", Vasco da Gana, Goa, and to admit the said document for registration at the Office of the Sub-Registrar Mormugao Taluka at Vasco da Gama, Goa, as may be required under the law.

Mr. Jaskaran Singh is further authorized to sign any other documents, affidavits, applications, Memorandum of Understanding, forms, or any other undertakings, papers for the above purpose with any third party or parties, submissions and/or any other document as may be required to be signed for and on behalf of the Company before any Government/Semi-Government authority and/or other statutory authorities, as may be necessary.

For Zuari Industries Limited

Laxman Aggarwal Company Secretary

Date: 13 October 2023

Place: Gurgaon

Nishant Dalal Chief Financial Officer

Registered Office Jai Kisaan Bhawan, Zuarinagar, Goa - 403 726 CIN No.: L65921GA1967PLC000157

Jaskaran Singh

Certified True Copy of the Resolution passed at the Meeting of Board of Directors of Zuari Industries Limited (formerly known as Zuari Global Limited) held on Saturday, 13 August 2022 at 5th Floor, Tower – A, Global Business Park, M G Road, Sector – 26, Gurugram – 122002, Haryana, through video conferencing

Authorization for execution of Memorandum of Understanding/Agreement for Sale/Sale Deed/Lease of Land

"RESOLVED THAT in supersession of all earlier resolutions passed in this regard from time to time, the approval of the Board of Directors be and is hereby accorded to sell/lease, all / any portion of the land with respect to land parcels owned by the Company at Goa or any other place where the Company is having its business / land / property.

RESOLVED FURTHER THAT any two of the Managing Director, Chief Financial Officer, Deputy Chief Financial Officer, Company Secretary of the Company, be and are hereby authorized jointly to negotiate, finalize, agree and settle the terms and conditions for sale of the land(s) at the most advantageous price.

RESOLVED FURTHER THAT the authorized signatories as mentioned above, be and are hereby authorized jointly;

To sign and execute the requisite MEMORANDUM OF UNDERSTANDING agreement for sale, sale deed, lease deed, Swearing in Affidavits and such other documents as may be found necessary, modify or amend the documents so executed where necessary and present the documents so signed by him on behalf of the Company for registration before the concerned authorities and admit execution of the documents;

To appear before any authorities, Courts, Tribunals including before Office of Registrar, if required:

- c. To engage Advocate and incur necessary expenses in connection with the sale of the aforesaid lands and to institute/defend any legal proceedings in connection with the aforesaid land:
- d. To settle any dispute or pending dispute arising out of any executed MOU, agreement to sale or any other documents of similar nature executed towards sale of the land;
- e. To make applications, sign papers, forms, documents, as may be prescribed/ necessary, and submit the same to appropriate Revenue Authorities of Govt. of Goa, for the purpose of partition, conversion, mutation and/or any other such work and to appoint Advocates for representing the Company in all such matters.
- To do all acts, deeds, matters and things and to exercise all rights, powers, authorities, duties
 and discretion's as may be useful, necessary or expedient for the above purposes;

RESOLVED FURTHER THAT the authorized signatories as mentioned above, be and are hereby authorized jointly to delegate any power in this connection including the power(s) as mentioned above in favour of any other person or officer, whether in employment of the Company or otherwise, as may be deemed fit and proper and in the best interest of the Company and / or issue of any Power of Attorney to such person, if required, in this regard."

Certified True Copy

For Zuari Industries Limited (Formerly Zuari Global Limited)

Laxman Aggarwal Company Secretary

ZUARI INDUSTRIES LIMITED

(formerly Zuari Global Limited)
CIN No.: L65921GA1967PLC000157

Corp. Off: 5th Floor, Tower - A, Global Business Park, M. G. Road, Sector 26,

Gurugram – 122 002, Haryana India

Tel: +91 124 482 7800 / +91 124 404 3572

Website : www.adventz.com, E-mail: ig.zgl@adventz.com Regd. Off : Jai Kisaan Bhawan, Zuarinagar, Goa - 403726



GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

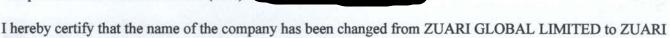
Office of the Registrar of Companies
Company Law Bhawan, EDC Complex Plot No. 21, Goa, Goa, India, 403001

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

INDUSTRIES LIMITED with effect from the date of this certificate and that the company is limited by shares.

Corporate Identification Number (CIN):



Company was originally incorporated with the name ZUARI AGRO CHEMICALS LIMITED.

Given under my hand at Goa this Sixteenth day of June two thousand twenty-two.





Arya Jayant Pyarelal

Registrar of Companies RoC - Goa

Mailing Address as per record available in Registrar of Companies office:

ZUARI INDUSTRIES LIMITED

JAI KISAAN BHAWAN "ZUARINAGAR, Goa, India, 403726





Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 20-Oct-2023 10:02:32 am

Document Serial Number :- 2023-MOR-1977

Presented at 10:00:45 am on 20-Oct-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	10958400
2	Registration Fee	5479200
3	Mutation Fees	52500
4	Processing Fee	720
	Total	16490820

Stamp Duty Required :10958400/-

Stamp Duty Paid: 10958400/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
Or 1	Anthony Cedric Dias ,Father Name:Late Albert Dias,Age: 61, Mark I Status: Married ,Gender:Male,Occupation: Business, Acciress1 - Prime House Miraton Gardens Chicalim Goa, Address2 - , PAN No.: ABQPD4957Q			Ans

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Mr. Jaskaran Singh , , Age: , Marital Status: ,Gender:,Occupation: , Jai Kisaan Bhawan, Zuarinagar, Goa 403726, PAN No.: AAACZ0306P	Ø.		Josteron Syl
2	Jaskaran Singh, Father Name: Jagdish Singh, Age: 55, Marital Status: ,Gender: Male, Occupation: Service, F1, 702, Uniworld City, Sector 30, Gurgaon 122001, PAN No.: AAXPS7122G	at L		Jasteran Si
3	Anthony Cedric Dias , Father Name:Late Albert Dias, Age: 61, Marital Status: Married ,Gender:Male,Occupation: Business, Prime House Miraton Gardens Chicalim Goa, PAN No.: ABQPD4957Q		Special Control of the Control of th	And

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Straton Thomas DSouza, Age: 38, DOB: 1985-06-06 , Mobile: 7756031710 , Email: , Occupation: Service , Marital status: Married , Address: 403515, Saipem Candolim , Saipem Candolim , Candolim , Bardez, North Goa, Goa			Alys

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Name: Nicolau Da Silva, Age: 54, DOB: 1969-06-22, Mobile: 9823510276, Email: ,Occupation: Service, Marital status: Married, Address: 403711, H.No. 126 Chicalim Goa, H.No. 126 Chicalim Goa, Chicalim, Mormugao, South Goa, Goa			affler



MORMUGAO

Document Serial Number :- 2023-MOR-1977



Book :- 1 Document

Registration Number :- MOR-1-1924-2023

Date: 20-Oct-2023



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)





GOVERNMENT OF GOA REGISTRATION DEPARTMENT Office of the Civil Registrar-cum-Sub Registrar, Mormugoa



STAMP DUTY CERTIFICATE

ENDORSEMENT

(Read Rule 3(3) of The Goa Payment of Duty by e-challanPayment Facility Rules 2021)

Stamp Duty Of : ₹ 10958400/-

(Rupees One Crore Nine Lakh Fifty Eight Thousands Four Hundred only)
PAID VIDE E-RECEIPT NO 202300746741 DATED :19-Oct-2023,

IN THE GOVERNMENT TREASURY.



Sub Registrar

(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)

MORMUGAO

DOCUMENT DETAILS

NATURE OF THE DOCUMENT	1:	Conveyance - 22
PRE REGISTRATION NUMBER		202300069284
	-	2023-MOR-1977
DOCUMENT SERIAL NUMBER		2023-MOR-1977
DATE OF PRESENTATION	:	20-Oct-2023
DOCUMENT REGISTRATION NUMBER	:	MOR-1-1924-2023
DATE OF REGISTRATION	:	20-Oct-2023
NAME OF PRESENTER	:	Anthony Cedric Dias
REGISTRATION FEES PAID	:	₹5479200/-
PROCESSING FEES PAID	:	₹720/-
MUTATION FEES PAID	:	₹52500/-





Government of Goa Directorate of Accounts

Opp. Old Secretariat, Fazenda Building, Panaji Goa Phone: 0832-2225548/21/31



Echallan No. 202300746741

e-Receipt

10 - NOTARY SERVICES

Echallan Date:

14-10-2023 10:16:23

Name and Address of Party:

Prime | 9545127656

Prime Corner Vasco da Gama Goa

Service:

Stamp Duty

Amount

Stamp Duty

₹ 10958400.00

Total Amount:

₹ 10,958,400.00

(Rs. One Crore Nine Lakh Fifty Eight Thousand Four Hundred Only)

Department Data:

202300069284 NOTARY|202300069284 NOTARY

Bank ref No:

Status:

Success

Payment Date:

19-10-2023 10:46:59

Reprint Date: 19/10/2023 10:47:59

1

DEED OF SALE





This Deed of Sale is executed at Vasco-Da–Gama, Goa, on this the 19th day of the month of October, in the Year Two Thousand and Twenty-three (2023)

BETWEEN

ZUARI INDUSTRIES LIMITED (formerly known as ZUARI GLOBAL LIMITED, now renamed as Zuari Industries Limited, with the approval of Ministry of Corporate Affairs, Government of India vide its "Certificate of Incorporation pursuant to change of name" dated 16.06.2022, issued by the Registrar of Companies under Ministry of Corporate Affairs, Government of India), a Company incorporated under the provision of the Companies Act, 1956, and thereby deemed to be an existing company under the Companies Act, 2013, having CIN , holder of PAN No. , having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa, 403726, hereinafter eferred as the "VENDOR" (which expression, unless repugnant and/or contrary to, and/or otherwise inconsistent with the context, shall be deemed to mean and include its successors in business, attorneys, assigns, agent/s and/or other legal representatives), represented herein by its Authorized Signatory, MR. JASKARAN SINGH, Indian National, son of Shri Jagdish Singh, aged 56 years, holder of Aadhar Card No. and PAN Card No. , residing at F1, 702, Uniworld City, Sector 30, Gurgaon - 122001, who is duly authorized by a Letter of Authority dated 13.10.2023 issued pursuant to the Resolution of the Board of Directors dated 13th August 2022, annexed hereto as "Annexure-A", of the FIRST PART;

AND

PRIME BUILDERS, a Proprietorship Firm, having its Office at 2nd Floor, "Prime Corner", Vasco-da-Gama, Goa, hereinafter referred to as the "PURCHASER" (which expression unless repugnant to the context or meaning thereof shall also mean and include its legal heirs, legal representatives, executors, administrators, successors and assigns) represented herein by its Proprietor, MR. ANTHONY CEDRIC DIAS, Indian National, holder of PAN No and Aadhar No. aged 61 years, businessman, son of late Mr. Albert Dias, residing at "Prime House", Miraton Gardens, Chicalim, Goa, 403711, of the SECOND PART.

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WHEREAS:

A. The VENDOR has represented to the PURCHASER that vide Deed of Sale dated 08.09.2021, registered with the Sub-Registrar of Mormugao under Registration No. MOR-1-1358-2021 dated 09.09.2021, the VENDOR is the absolute, sole, exclusive owner in possession enjoying good, marketable, exclusive and absolute title to all that partitioned, separate and distinct parcel of land bearing Survey No. 111/1-A of Sancoale Village with an area of 60,880 square metres, as per the survey plan annexed hereto as "Annexure-B", and bounded on the North, by the property under Survey No. 188/1-C of Sancoale Village; on the South, by the property under Survey No. 126/1 of Sancoale Village and partly by the property under Survey No. 111/1(part) of Sancoale Village; on the East, by National Highway 17-B (New NH 566) and on the West, partly by the property under Survey No. 111/1(part) and 188/1 (part) acquired by Electricity Department and partly by the property under Survey No. 188/1(part) of Sancoale Village, within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not registered in the Land Registration Office nor enrolled in the Taluka Revenue office, more particularly described in Schedule-I hereunder written and hereinafter called the "SCHEDULED PROPERTY".

AND WHEREAS:

- B. The SCHEDULED PROPERTY was earlier part of a larger property known as "KOLO DONGOR" totally admeasuring 12,93,275 square meters, as appearing in corresponding Form I & XIV under Survey No. 111/1 of Sancoale Village in the name of "Zuari Industries Limited" [corresponding to the old cadastral number Planta No. 14338 L.R. No. LXV (Part)], within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not registered in the Land Registration Office nor enrolled in the Taluka Revenue Office.
- C. Vide its Letter dated 10.9.1968 M/s Birla Gwalior Private Limited, a Company incorporated under the Companies Act 1956, applied to the Lt. Governor of Goa, Daman and Diu, for grant of lands identified by it, belonging to the Communidade of Sancoale on permanent lease/purchase basis. The Lt.



Governor referred the application to the Administrator of Communidades, South Goa, for his consideration and necessary action. The Administrator referred the matter to Communidade of Sancoale and said Communidade of Sancoale after completing all necessary formalities called an extra ordinary meeting of its shareholders on 10.11.1968 and at this meeting, it was unanimously resolved to grant the lands to said Birla Gwalior Private Limited on permanent lease basis. This proposal was subsequently approved by the Lieutenant Governor of Goa Daman & Diu Territory (now the State of Goa) vide Letter No. RD/COM/441/68 dated 06/01/1969 of Revenue Department and communicated by Letter No. CAB/58/65/69 dated 7.1.1969 of the Collector and by the Directorate of Civil Administration and the Communidade of Sancoale was directed to enter into a Lease Agreement with said Birla Gwalior livate Limited on terms and conditions stipulated by the Communidade of Sancoale.

- D. Thereafter by a Deed of Lease dated 01.02.1969 executed by the Communidade of Sancoale in favour of Birla Gwalior Private Limited, duly registered on 25.02.1969 with the Sub Registrar of Mormugao under Reg. No. 43 at pages 267 to 283 Book No. I, Volume No. 1, the Comunidade of Sancoale gave on lease various lands identified therein to the said Birla Gwalior Private Limited together admeasuring 499 Ha. 9500 sq.m. (Four hundred ninety-nine hectares and nine thousand five hundred square metres) under various Division (Lote) Numbers presently surveyed under new Survey Numbers, to the said Birla Gwalior Private Limited. The property bearing Survey No. 111/1 of Sancoale Village was a part of the leased lands [corresponding to the old cadastral plan of properties bearing LOTE (Plot) No. LXV(Part) and Planta No. 14338 L.R. No. LXV (Part)].
- **E.** Acting under the provisions of Clause (2) of the said Deed of Lease dated 01.02.1969, the said Birla Gwalior Private Limited assigned all their leasehold rights in the entire leased lands, in favour of Zuari Agro Chemicals Limited by an Indenture of Assignment dated 04.12.1969 duly registered with the Sub Registrar of Mormugao on 22.12.1969 under Reg. No. 287, Book No. I, Volume No. 4.

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- F. Thereafter, in accordance with Clause (5) of the said Deed of Lease dated 01.02.1969 and after making the necessary payment due to Commundade of Sancoale, the Communidade of Sancoale sold and transferred the said entire leased lands to M/s Zuari Agro Chemicals Limited by a Deed of Conveyance dated 31.03.1971, which was duly registered with the Sub Registrar of Mormugao on 26.06.1971 under Reg. No. 167 at pages 335 to 358. Book No. I, Volume No. 9 and since 31.03.1971, said Zuari Agro Chemicals Limited was vested with absolute title to the said lands conveyed to it.
- G. The name of Zuari Agro Chemicals Limited was later changed to Zuari Industries Limited as per the Certificate of Incorporation dated 12.02.1998. Another Company by the name "Zuari Holdings Ltd." was incorporated and formed on 10.09.2009 as per the Certificate of Incorporation issued by the Registrar of Companies.
- Zuari Holdings Ltd." and as per the scheme of arrangement and demerger approved by the High Court of Bombay at Goa on 02.03.2012 under orders made in Company Petition No. 7/2011 connected with Company Application No. 19/2011 the property bearing Survey No. 111/1 of Sancoale Village admeasuring an area of 12,93,275 square metres, got transferred in the name of Zuari Holdings Ltd.
- I. Subsequently, the name of "Zuari Holdings Ltd." was changed to "Zuari Agro Chemicals Limited" as per the Certificate of Incorporation dated 28.09.2012 issued by the Registrar of Companies. Thus, the property bearing Survey No. 111/1 of Sancoale Village admeasuring an area of 12,93,275 square metres came to be owned by "Zuari Agro Chemicals Limited" w.e.f. 28.09.2012.
- J. The name of "Zuari Industries Limited" was changed to "Zuari Global Limited" as per the Certificate issued by the Registrar of Companies dated 26.06.2012.
- K. However, the name of "Zuari Global Limited" was again changed to "Zuari Industries Limited" vide "Certificate of Incorporation pursuant to change of name" dated 16.06.2022. [Hence whenever and wherever the name Zuari

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Global Limited appears herein it shall mean Zuari Industries Limited with effect from 16.06.2022, as the need for interpretation may so require.]

Limited and Zuari Global Limited, Zuari Agro Chemicals Limited agreed to sell to Zuari Global Limited, a total of fourteen (14) different properties, one of which was a naturally sub-divided (separated by National Highway and lying to the east of the National Highway) parcel of land then admeasuring 93,256 square metres, under Survey No. 111/1(part) of Village Sancoale, listed in the Schedule to the said Agreement for Sale dated 28/3/2014 at Serial Number 1.c. therein and identified on a plan prepared by the parties, and on the same date of the Agreement, the said Zuari Global Limited paid the full agreed consideration of all fourteen (14) properties, including the said parcel of land admeasuring 93,256 square metres, to Zuari Agro Chemicals Limited, who thereafter handed over the possession of all the fourteen properties to Zuari Global Limited. However, Zuari Agro Chemicals Limited did not execute the sale deeds of these properties and therefore Zuari Agro Chemicals Limited remained the holder in title of the properties.

M. On ground, the said parcel of land admeasuring 93,256 square metres got reduced to about 60880 square metres, partly after actual alignment of the National Highway and partly after acquisition of land by the Electricity Department of Govt. of Goa, and this remaining area of 60,880 square metres was free from encumbrances of whatsoever nature and said Zuari Agro Chemicals Limited and Zuari Global Limited said they enjoyed a clear, marketable and transferrable title to the said parcel of land, and based upon that representation, after undertaking a thorough due diligence the PURCHASER evinced interest to purchase this parcel of land of about 60,880 square metres under Survey No. 111/1 (part) of Sancoale Village, along with three other contiguous parcels of land, with areas of 2209 sq.m., 3761 sq.m. and 9614 sq.m., all under Survey No. 188/1(part) of Sancoale Village, which land was identified by the parties on a plan and accordingly, the said Zuari Agro Chemicals Limited and said Zuari Global Limited executed a Memorandum of Understanding dated 14.10.2020, with Prime Builders (the PURCHASER herein), registered before Notary Public Adv. Ms. Harjit Kaur Gurmit Singh under Reg. No. 3789/2020, whereby it was agreed to sell the said







parcel of land admeasuring 60,880 square metres under Survey No. 111/1 (part) of Sancoale Village to Prime Builders, along with the three other contiguous parcels of land, as stated above, at or for a price and on other terms and conditions therein mentioned.

N. Thereafter, in pursuance of its Agreement for Sale dated 28/3/2014 with Zuari Global Limited and to facilitate the partition of the said parcel of land admeasuring 60,880 square metres from the rest of the property under Survey No. 111/1 of Sancoale Village, said Zuari Agro Chemicals Limited sold the said parcel of land admeasuring 60,880 square metres to said Zuari Global Limited vide a Deed of Sale dated 08.09.2021, registered with the Sub-Registrar of Mormugao under Registration No. MOR-1-1358-2021 dated 09.09.2021.

O. Subsequently, said Zuari Global Limited got the said parcel of land admeasuring 60,880 square metres partitioned from the rest of the bigger property under Survey No. 111/1, vide Order of the Inspector of Survey & Land records, bearing Reference No. 3/ISLR/MOR/PART/177/2021 dated 25.01.2022 and the partitioned land parcel of 60,880 square metres in the name of Zuari Global Limited was allotted new Survey No. 111/1-A of Village Sancoale with an area of 60,880 square metres, i.e. the SCHEDULED PROPERTY herein, the SCHEDULED PROPERTY alone being the subject matter of this Deed.

P. Meanwhile, out of the other three parcels of land under the said MOU, said Zuari Agro Chemicals Limited and said Zuari Global Limited sold two of the parcels of land to the PURCHASER herein, i.e. one parcel admeasuring 2209 square metres vide Deed of Sale dated 05.01.2022 registered with the Sub-Registrar of Mormugao under Reg. No. MOR-1-19-2022 dated 05.01.2022 and another parcel of land admeasuring 3761 square metres vide Deed of Sale dated 17.2.2022 registered with the Sub-Registrar of Mormugao under Reg. No. MOR-1-253-2022 dated 17.02.2022, while the last (fourth) remaining parcel of land as per the said MOU, shall be sold to the present PURCHASER hereafter, after the PURCHASER completes certain work associated with that parcel.

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Q. And now the PURCHASER after conducting due diligence as well as verification in respect to the right, title and entitlement of the VENDOR in the SCHEDULED PROPERTY, at the request of the PURCHASER, the VENDOR, said Zuari Industries Ltd. has agreed to sell and convey the SCHEDULED PROPERTY by way of absolute sale to the PURCHASER by a deed of sale, being in fact these presents, and to register the same under the Indian Registration Act 1908 with the Sub-Registrar of Mormugao Taluka.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

- 1. That in consideration of the sum of Rs. 18,26,40,000/- (Rupees Eighteen crores, twenty-six lakhs, forty thousand, only), which the PURCHASER has fully paid to the VENDOR as per details in Clause (2) below, and which the VENDOR admits and acknowledge having received, the VENDOR hereby indefeasibly grants, conveys, sells, transfers, assigns and assures unto the PURCHASER all that distinct property bearing Survey No. 111/1-A of Sancoale Village admeasuring 60,880 square metres, i.e. the SCHEDULED PROPERTY herein, together with all its benefits and advantages, rights, liberties, easement and privileges, appendages and appurtenances whatsoever or in any way appertaining to or with same or any part thereof and all the estates, rights, title, inheritance use, limits, property claim and demand whatsoever both at law and in equity of the VENDOR's interest and every right upon the SCHEDULED PROPERTY and every part thereof TO HAVE AND HOLD the SCHEDULED PROPERTY and every part thereof hereby granted, conveyed and transferred absolutely forever, peacefully, without any disturbance and/or hindrance from the VENDOR or any person claiming through them.
 - 2. Towards the purchase of the SCHEDULED PROPERTY, the PURCHASER had (a) previously paid to the VENDOR a total amount of Rs. 5,00,00,000/- (Rupees Five Crores, only), inclusive of Tax Deducted at Source (TDS), through six bank transfers, i.e. (1) Rs. 1,00,00,000/- (Rupees One Crore, only) vide UTR No. SRCBR2020081100060476 dated 11.08.2020; (2) Rs. 50,00,000/- (Rupees Fifty Lakhs, only) vide UTR No. SRCB92020082800091270 dated 21.08.2020; (3) Rs. 50,00,000/- (Rupees Fifty Lakhs, only) vide UTR No. SRCBR92020082800091270 dated 28.08.2020; (4) Rs. 1,00,00,000/- (Rupees One Crore, only) vide UTR No. ICIC0000000SRCB0000095 dated 01.09.2020; (5) Rs. 1,00,00,000/- (Rupees One Crore, only) vide UTR No. SRCBR92020090500013783 dated 05.09.2020 and (6)

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Rs. 96,25,000/- (Rupees Ninety-six lacs, twenty-five thousand, only) vide UTR No. SRCBR92020091500017568 dated 15.09.2020 and further the PURCHASER paid TDS of Rs. 3,75,000/- (Rupees Three lacs, seventy-five thousand, only) @ 0.75% on account of the VENDOR, vide Challan No. 01738 dated 15.09.2020), all together amounting to Rs. 5,00,00,000/- (Rupees Five Crores, only) and (b) subsequently, the PURCHASER paid to the VENDOR a further amount of Rs. 4,00,00,000/-(Rupees Four Crores, only), i.e., Rs. 3,96,00,000/- (Rupees Three crores, ninetysix lacs, only) vide UTR No. SIBLR52023092900068338 dated 29.9.2023 and TDS of Rs. 4,00,000/- (Rupees Four Lacs, only) @ 1%, vide Challan No. 00031 dated 29.9.2023, paid on account of the VENDOR, together amounting to Rs. 4,00,00,000/- (Rupees Four Crores, only). In addition to this payment of Rs. 9,00,00,000/- (Rupees Nine Crores, only), inclusive of TDS, the PURCHASER has incurred expenditures on behalf of the VENDOR of, Rs. 4,87,040/- (Rupees Four lacs, eighty-seven thousand, forty, only) and Rs.1,19,672/- (One lac, nineteen housand, six hundred seventy-two, only), as per details on Letter No. PB/03/2021/116 dated 30.3.2021 and Letter No. PB/04/2021/133 dated 20.4.2021, respectively, of the PURCHASER addressed to the VENDOR and therefore after adjusting the aforesaid amounts of (1) Rs. 9,00,00,000/-, (2) Rs. 4,87,040/- and (3) Rs. 1,19,672/-, the PURCHASER has paid the VENDOR an amount of Rs. 9,11,06,888/- (Rupees Nine crores, eleven lacs, six thousand, eight hundred eighty-eight, only) to the **VENDOR** vide UTR SIBLR52023101900168475 dated 19.10.2023, and TDS of Rs. 9,26,400/- (Rupees Nine lacs, twenty-six thousand, four hundred, only) @1% vide Challan No. 00015 dated 19.10.2023, paid on the account of the VENDOR, in full and final settlement of the total price consideration of Rs. 18,26,40,000/- (Rupees Eighteen crores, twenty-six lakhs, forty thousand, only) for the sale of the SCHEDULED PROPERTY by the VENDOR to the PURCHASER, under these presents.

- **3.** The VENDOR has in themselves good right, full power and absolute authority to grant, convey, transfer and assure the SCHEDULED PROPERTY hereby granted, conveyed, transferred and assured or intended so to be unto and to the PURCHASER in the manner aforesaid.
- **4.** The PURCHASER is absolutely acquitted, exonerated, released and forever discharged or otherwise by the VENDOR well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates,

title, charge and encumbrances whatsoever either already or hereafter made, executed, occasioned or suffered by the VENDOR or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them.

- **5.** From the date of execution of this Deed, the PURCHASER may hereafter peacefully and quietly possess and enjoy the SCHEDULED PROPERTY, hereby conveyed without any claims or demands whatsoever from the VENDOR or any person or persons claiming through or under it.
- 6. The VENDOR does hereby covenant with the PURCHASER as follows:
 - a) That the VENDOR is the lawful owner in title of the SCHEDULED PROPERTY and the SCHEDULED PROPERTY is absolutely free from encumbrances of any nature.
 - b) That the SCHEDULED PROPERTY is neither subject to any notification under any law for compulsory acquisition, nor to attachment order or seizure by any Court or lawful authority.
 - c) That the VENDOR has put the PURCHASER in possession of the SCHEDULED PROPERTY hereby conveyed and transferred and the PURCHASER confirms having taken the possession of the same.
 - d) That notwithstanding (a) above, the VENDOR indemnifies and keeps indemnified the PURCHASER on account of defect in title of the Vendor and save them harmless from any defect in title of the VENDOR to the SCHEDULED PROPERTY or any part thereof due to any other charge or encumbrance affecting SCHEDULED PROPERTY or any part thereof, or due to any act of omission or commission of the VENDOR, if existing but have arisen prior to execution of this Sale Deed, resulting in depriving the PURCHASER of the title and/or possession of the SCHEDULED PROPERTY or any part thereof, provided, it is established that the VENDOR has intentionally concealed or suppressed such defects in title and/or the PURCHASER could not detect such defect while carrying out the due diligence of the title of the SCHEDULED PROPERTY.

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- e) That the VENDOR shall at the request of the PURCHASER do or execute or cause to be done or executed all lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the SCHEDULED PROPERTY and every part thereof according to the true intent of this Deed.
- 7. The VENDOR is neither in receipt of any notice under the Land Acquisition Act 1894 or Administration of Evacuee Properties Act or any other Act for acquisition/requisition of the whole SCHEDULED PROPERTY or any part thereof, nor has the SCHEDULED PROPERTY or any part thereof been notified for acquisition/requisition under the provisions of the Land Acquisition Act 1894 or Administration of Evacuee Properties Act or any other Act in force as on the date hereof.
- 8. The VENDOR confirms and the PURCHASER has verified that there is/are no tenant/s, mundkar/s, or any persons claiming any other tenancy, mundkarial and/or any other right in the SCHEDULED PROPERTY and there are no difficulties, legal or otherwise for the sale, transfer, assignment of the SCHEDULED PROPERTY which is absolutely free from encumbrances and there is no attachment or notices from the Central and State Government or any other local body or authority under or any schemes or legislative enactment or any other Act or statue, law or regulation affecting the SCHEDULED PROPERTY.
- **9.** The VENDOR confirms that there is no ongoing litigation or any legal proceedings before any Court/Authorities in Goa/India affecting the SCHEDULED PROPERTY or any part thereof.
- 10. The VENDOR, at the time of execution of the present Deed of Sale, has not previously entered into any agreement for sale, memorandum of understanding and/or any other written or oral arrangement, by any title called, with any third party, in respect of the SCHEDULED PROPERTY, other than the PURCHASER herein.
- **11.** The VENDOR shall sign all applications, petitions, no-objections, forms etc. to enable the PURCHASER to carry out the mutation of the SCHEDULED PROPERTY in the name of the PURCHASER. The VENDOR hereby gives their no objection for

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carrying out the said mutation in the Survey Record of Rights in respect of the SCHEDULED PROPERTY.

12. The VENDOR shall and will from time to time and at all times hereafter at the request of the PURCHASER shall execute or cause to be done and executed all such further and other lawful and responsible acts, deeds, things, matters and assurances in law whatsoever to further and more perfectly and absolutely, grant and assure the SCHEDULED PROPERTY unto and to the use and enjoyment of the PURCHASER or his nominees as may be the case.

Any prior understanding agreement, covenants, communications, carriangements, et. al., oral or written, between the VENDOR and the PURCHASER respect of the SCHEDULED PROPERTY only, shall stand superseded, with the execution of this Deed of Sale and the parties remain committed to executing the last deed of sale for the last parcel of land mentioned in Recital (P) above.

14. The VENDOR hereby irrevocably confirms the delivery of the vacant and peaceful possession of the SCHEDULED PROPERTY to the PURCHASER.

15. The sale of the land is made at the agreed price of Rs. 3,000/- per square metre, vide MOU dated 14.10.2020, which is higher than the Govt. notified land rates of Rs. 1,400/- per square metre, and stamp duty and registration fee are computed at the rate Rs. 3,000/- per square metre and paid accordingly.

16. The VENDOR hereby declares that the SCHEDULED PROPERTY in transaction does not belong to Scheduled Castes/Schedule Tribes.

SCHEDULE-I

(Description of the SCHEDULED PROPERTY)

All that partitioned parcel of land, with an area of 60,880 square metres, earlier being a part of a larger property known as "KOLO DONGOR" admeasuring 12,93,275 square meters, appearing in corresponding Form I & XIV in the name of "Zuari Industries Limited" of Sancoale Village (in the old cadastral plan of properties), bearing Survey No. 111/1 of Sancoale Village [corresponding to the old cadastral number Planta No. 14338 L.R. No. LXV (Part)], now partitioned under new Survey No. 111/-1-A of Sancoale Village, situated at Sancoale, within the limits of Village Panchayat of Sancoale, Mormugao Taluka, South Goa District, State of Goa, not registered in the Land Registration Office nor enrolled in the Taluka Revenue office, bounded on the North, by the property under Survey No. 188/1-C of Sancoale Village; on the South, by the property under Survey No. 126/1 of Sancoale Village and partly by the property under Survey No. 111/1(part) of Sancoale Village; on the East, by National Highway 17-B (New NH 566) and on the West, partly by the property under Survey No. 111/1(part) and 188/1 (part) acquired by Electricity Department and partly by the property under Survey No. 188/1(part) of Sancoale Village.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals to this Deed on the day, month and year first hereinabove mentioned in the presence of witnesses.









Signed, sealed and delivered by Within-named VENDOR, ZUARI INDUSTRIES LIMITED, through its Authorised Signatory, MR. JASKARAN SINGH

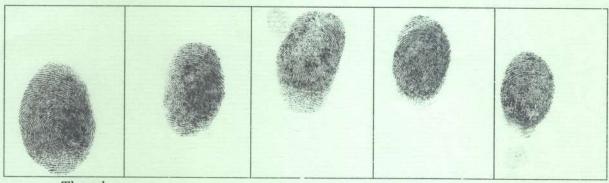
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left hand impression



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right hand impression



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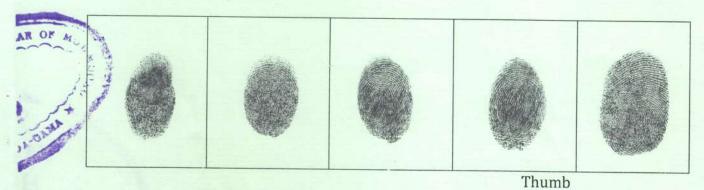




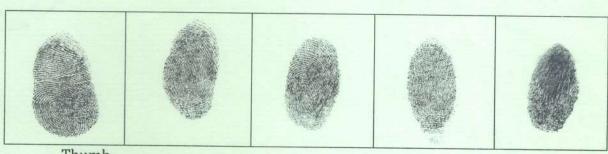


Signed, sealed and delivered by the within-named PURCHASER, PRIME BUILDERS, through its Proprietor, MR. ANTHONY CEDRIC DIAS

left hand impression



right hand impression



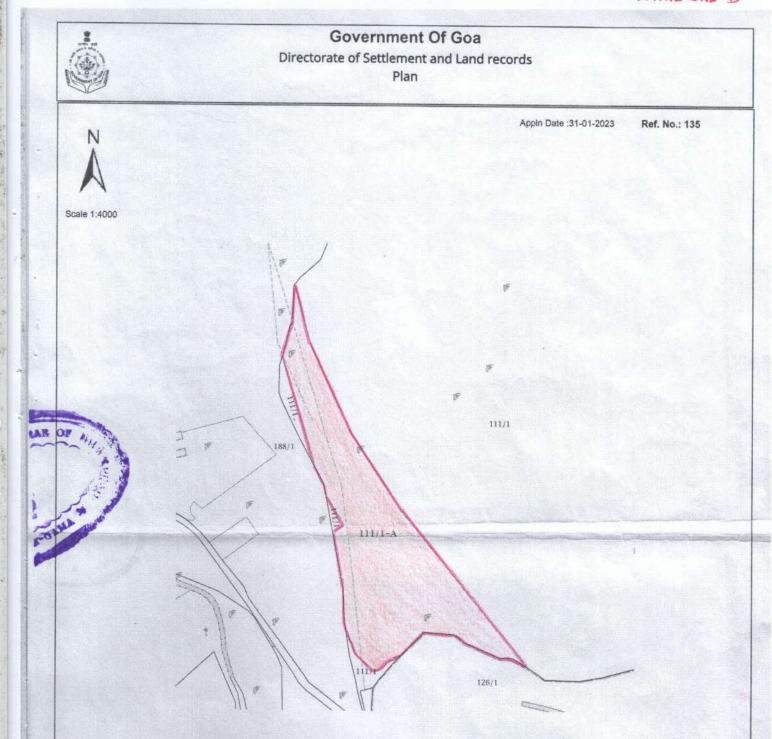
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IN THE PRESENCE OF WITNESSES:

1) SIGNATURE :

2) SIGNATURE :

NAME



Taluka Name : MORMUGAO Village Name : Sancoale Survey No. : 111 Subdiv No : 1-A

Report Generated By: DILIR NAIK

For Prime Builders Proprietor

Page Size: A3

This record is computer generated on 31/01/2023 11:15:24 as per Online Ref No.135. This record is valid without any signature as per Govt of Goa Notification No. 26/13/2016-RD/8639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website https://egov.goa.nic.in/dslr.



ZUARI INDUSTRIES LIMITED



5th Floor, Tower A, Global Business Park, M.G. Road, Sector 26, Gurugram - 122 002, India Tel: +91 (124) 432 7800 Email: ig.zgl@adventz.com, www.zuariindustries.in

LETTER OF AUTHORITY

This Letter of Authority is issued in favour of Mr. Jaskaran Singh, Head-Administration, Corporate Affairs and real Estate, son of Mr. Jagdish Singh, aged 55 years, married, holder of Aadhar Card No and PAN No residing at F1, 702, Uniworld City, Sector 3-, Gurgaon – 122001, in pursuance to the Board Resolution dated 13th August 2022 passed by Zuari Industries Limited (formerly "Zuari Global Ltd") (hereinafter referred to as "the Company"), having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa 403726.

Through this Letter of Authority, Mr. Jaskaran Singh is hereby authorized to sign and execute, on behalf of the Company, the Deed of Sale of the Company's property on 'as is where is basis', bearing Survey No. 111/1-A of Sancoale Village, admeasuring 60,880 square metres, situated at Sancoale, Goa, in favour of Prime Builders, 2nd Floor, "Prime Corner", Vasco da Gana, Goa, and to admit the said document for registration at the Office of the Sub-Registrar Mormugao Taluka at Vasco da Gama, Goa, as may be required under the law.

Mr. Jaskaran Singh is further authorized to sign any other documents, affidavits, applications, Memorandum of Understanding, forms, or any other undertakings, papers for the above purpose with any third party or parties, submissions and/or any other document as may be required to be signed for and on behalf of the Company before any Government/Semi-Government authority and/or other statutory authorities, as may be necessary.

For Zuari Industries Limited

Laxman Aggarwal Company Secretary

Date: 13 October 2023

Place: Gurgaon

Nishant Dalal Chief Financial Officer

Registered Office Jai Kisaan Bhawan, Zuarinagar, Goa - 403 726 CIN No.: L65921GA1967PLC000157

Jaskaran Singh

Certified True Copy of the Resolution passed at the Meeting of Board of Directors of Zuari Industries Limited (formerly known as Zuari Global Limited) held on Saturday, 13 August 2022 at 5th Floor, Tower – A, Global Business Park, M G Road, Sector – 26, Gurugram – 122002, Haryana, through video conferencing

Authorization for execution of Memorandum of Understanding/Agreement for Sale/Sale Deed/Lease of Land

"RESOLVED THAT in supersession of all earlier resolutions passed in this regard from time to time, the approval of the Board of Directors be and is hereby accorded to sell/lease, all / any portion of the land with respect to land parcels owned by the Company at Goa or any other place where the Company is having its business / land / property.

RESOLVED FURTHER THAT any two of the Managing Director, Chief Financial Officer, Deputy Chief Financial Officer, Company Secretary of the Company, be and are hereby authorized jointly to negotiate, finalize, agree and settle the terms and conditions for sale of the land(s) at the most advantageous price.

RESOLVED FURTHER THAT the authorized signatories as mentioned above, be and are hereby authorized jointly;

To sign and execute the requisite MEMORANDUM OF UNDERSTANDING agreement for sale, sale deed, lease deed, Swearing in Affidavits and such other documents as may be found necessary, modify or amend the documents so executed where necessary and present the documents so signed by him on behalf of the Company for registration before the concerned authorities and admit execution of the documents;

To appear before any authorities, Courts, Tribunals including before Office of Registrar, if required:

- c. To engage Advocate and incur necessary expenses in connection with the sale of the aforesaid lands and to institute/defend any legal proceedings in connection with the aforesaid land:
- d. To settle any dispute or pending dispute arising out of any executed MOU, agreement to sale or any other documents of similar nature executed towards sale of the land;
- e. To make applications, sign papers, forms, documents, as may be prescribed/ necessary, and submit the same to appropriate Revenue Authorities of Govt. of Goa, for the purpose of partition, conversion, mutation and/or any other such work and to appoint Advocates for representing the Company in all such matters.
- To do all acts, deeds, matters and things and to exercise all rights, powers, authorities, duties
 and discretion's as may be useful, necessary or expedient for the above purposes;

RESOLVED FURTHER THAT the authorized signatories as mentioned above, be and are hereby authorized jointly to delegate any power in this connection including the power(s) as mentioned above in favour of any other person or officer, whether in employment of the Company or otherwise, as may be deemed fit and proper and in the best interest of the Company and / or issue of any Power of Attorney to such person, if required, in this regard."

Certified True Copy

For Zuari Industries Limited (Formerly Zuari Global Limited)

Laxman Aggarwal Company Secretary

ZUARI INDUSTRIES LIMITED

(formerly Zuari Global Limited)
CIN No.: L65921GA1967PLC000157

Corp. Off: 5th Floor, Tower - A, Global Business Park, M. G. Road, Sector 26,

Gurugram – 122 002, Haryana India

Tel: +91 124 482 7800 / +91 124 404 3572

Website : www.adventz.com, E-mail: ig.zgl@adventz.com Regd. Off : Jai Kisaan Bhawan, Zuarinagar, Goa - 403726



GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
Company Law Bhawan, EDC Complex Plot No. 21, Goa, Goa, India, 403001

Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN):



I hereby certify that the name of the company has been changed from ZUARI GLOBAL LIMITED to ZUARI INDUSTRIES LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name ZUARI AGRO CHEMICALS LIMITED.

Given under my hand at Goa this Sixteenth day of June two thousand twenty-two.





Arya Jayant Pyarelal

Registrar of Companies RoC - Goa

Mailing Address as per record available in Registrar of Companies office:

ZUARI INDUSTRIES LIMITED

JAI KISAAN BHAWAN "ZUARINAGAR, Goa, India, 403726





Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Mormugoa

Print Date & Time : - 20-Oct-2023 10:02:32 am

Document Serial Number :- 2023-MOR-1977

Presented at 10:00:45 am on 20-Oct-2023 in the office of the Office of the Civil Registrar-cum-Sub Registrar, Mormugoa along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	10958400
2	Registration Fee	5479200
3	Mutation Fees	52500
4	Processing Fee	720
	Total	16490820

Stamp Duty Required :10958400/-

Stamp Duty Paid: 10958400/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
Or 1	Anthony Cedric Dias ,Father Name:Late Albert Dias,Age: 61, Mark I Status: Married ,Gender:Male,Occupation: Business, Acciress1 - Prime House Miraton Gardens Chicalim Goa, Address2 - , PAN No.: ABQPD4957Q			Ans

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Mr. Jaskaran Singh , , Age: , Marital Status: ,Gender:,Occupation: , Jai Kisaan Bhawan, Zuarinagar, Goa 403726, PAN No.: AAACZ0306P	Ø.		Josteron Syl
2	Jaskaran Singh, Father Name: Jagdish Singh, Age: 55, Marital Status: ,Gender: Male, Occupation: Service, F1, 702, Uniworld City, Sector 30, Gurgaon 122001, PAN No.: AAXPS7122G	at L		Jasteran Si
3	Anthony Cedric Dias , Father Name:Late Albert Dias, Age: 61, Marital Status: Married ,Gender:Male,Occupation: Business, Prime House Miraton Gardens Chicalim Goa, PAN No.: ABQPD4957Q		Special Control of the Control of th	And

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Straton Thomas DSouza, Age: 38, DOB: 1985-06-06 , Mobile: 7756031710 , Email: , Occupation: Service , Marital status: Married , Address: 403515, Saipem Candolim , Saipem Candolim , Candolim , Bardez, North Goa, Goa			Alys

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Name: Nicolau Da Silva, Age: 54, DOB: 1969-06-22, Mobile: 9823510276, Email: ,Occupation: Service, Marital status: Married, Address: 403711, H.No. 126 Chicalim Goa, H.No. 126 Chicalim Goa, Chicalim, Mormugao, South Goa, Goa			affler



MORMUGAO

Document Serial Number :- 2023-MOR-1977



Book :- 1 Document

Registration Number :- MOR-1-1924-2023

Date: 20-Oct-2023



Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Mormugoa)

