

(Rs. Twenty Lacs Only)

1(a)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO. 1 & 1A, SAPARA TERRACES C.H.S.L.
SWATANTRA PATH, VASCO-DA-GAMA
GOA - 403 002
D-5/STP(V)/C.R./35/33/2011-80

भारत 13882
170282

NON JUDICIAL
JUN 18 2019



16:13

R.2000000/- PB7122

INDIA

STAMP DUTY

GOA

Name of Purchaser AVEZ AZIM SHAIKH.

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

AUTHORIZED SIGNATORY



DEED OF SALE AND CONVEYANCE

M. Patil

Buyer
Seller

(Rs. Five Lacs Sixty five thousand only) 1(b)

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO.1 & 1A, SARANA TERRACES C.H.S.L.
SHANTANTRA PATH, VASCO-DA-GAMA
GOA - 403 002

D-5/STP(V)/C.A./35/33/2013-80

भारत 13083
112286



NON JUDICIAL गौज
JUN 18 2019

16:16

R.0565000/- PB7122

INDIA

STAMP DUTY

GOA

Name of Purchaser AVEZ AZIM SHAIKH.

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

AUTHORISED SIGNATORY



THIS DEED OF SALE AND CONVEYANCE is made at Vasco Da Gama, Goa on this 19th day of the month of JUNE in the year TWO THOUSAND AND NINETEEN (2019), A. D.;

M. P. D.

W. M.

for

BETWEEN

(1) **M/S ZUARI GLOBAL LIMITED**, a company incorporated under the Companies Act 1956, holder of PAN Card No. [REDACTED], having its registered office at Jai Kisaan Bhawan, Zuarinagar, Goa -403726, represented herein by its Assistant Company Secretary, **MR. SACHIN SHANKAR PATIL**, son of Shankar Gavadu Patil, aged 33 years, married, service, Indian, resident of No.30, Khanapur Road, Saraf Colony, Tilakwadi, Belgaum, Tilakwadi, Hukeri, Belgaum, Karnataka, 590 006, holding PAN card bearing no. [REDACTED], Aadhaar No. [REDACTED], email id [REDACTED], mobile no. 7875489346, authorized by resolution dated 24/05/2019 of the Board of Directors, a certified copy whereof is annexed as ANNEXURE A), hereinafter referred to as the "**VENDOR**", (which expression shall, unless contrary and/or repugnant to, or otherwise inconsistent with the context or meaning thereof, include its successors, successors, legatees, executors, administrators, attorneys, assigns and/or other legal representatives) of the ONE PART;

AND

(2) **M/S VMZ DEVELOPMENT ONE LLP.**, a limited liability partnership firm, duly registered and incorporated under the Limited Liability Partnership Act, 2008, holder of PAN Card No. [REDACTED] having its registered office/principal place of business at House No. 247A, Alto Dabolim, Goa, 403 801, represented by its Designated Partners, (i) **AVEZ AZIM SHAIKH**, son of Abdul Azim Shaikh Mohidin, aged 40 years, Indian national, married, businessman, residing at House No. 650, Mohidin Villa, Airport Road, Near Chicalim Park, Mormugao, Goa-403711, holder of PAN Card No. [REDACTED] and AADHAR Card No. [REDACTED], email id [REDACTED], mobile number [REDACTED] and (ii) **PRASHANT MANUEL VALES**, son of son of Mr. Domingos A. Vales, aged about 39 years, Indian, married, businessman, residing at B/247-A, Vales Vihar, Opp. NSD & DLF Riverview, Alto Dabolim, South Goa, Goa, 403801, holder of PAN Card No. [REDACTED], Aadhaar Card No. [REDACTED], email id [REDACTED], Mobile No. [REDACTED] hereinafter

MPatil

Any

for

referred to as the "**PURCHASER**", (which expression shall, unless contrary and/or repugnant to, or otherwise inconsistent with the context or meaning thereof, include its successors, administrators, attorneys, assigns and/or other legal representatives) of the SECOND PART;

AND

(3) **PRASHANT MANUEL VALES**, son of son of Mr. Domingos A. Vales, aged about 39 years, Indian, married, businessman, residing at B/247-A, Vales Vihar, Opp. NSD & DLF Riverview, Alto Dabolim, South Goa, Goa, 403801, holder of PAN Card No. [REDACTED] Aadhaar Card No. [REDACTED] email id [REDACTED] Mobile No. [REDACTED], hereinafter referred to as the "**CONFIRMING PARTY**", (which expression shall, unless it be contrary and/or repugnant, or otherwise contrary to the context or meaning thereof, be deemed to mean and include his heirs, successors, legatees, executors, administrators, attorneys, assigns and/or other legal representatives) of the Second Part;

(The parties shall, where the context so demands, unless it be contrary and/or repugnant, or otherwise contrary to the context or meaning thereof, be referred to individually as "**PARTY**" collectively as "**PARTIES**").

* * * *

WHEREAS:

1) The **VENDOR** represents to the **PURCHASER** and the **CONFIRMING PARTY**, that it is the absolute owner and in control of the lands Vide Survey No 194/1-A admeasuring 2,29,875 square meters, situated at Sancoale village, Mormugao Taluka, South Goa District, hereinafter referred to as the "**LARGER PROPERTY**". The details and/or particulars of the **LARGER PROPERTY**, are set out, for better and/or more clarity in **SCHEDULE 1**, hereinafter written, and it is indicated in the plan annexed hereto as **ANNEXURE B**, with its boundaries marked in red.

2) The **LARGER PROPERTY**, was part of a bigger portion of land identified as "**PATAN**" or "**PATTONA**", described in Land Description No. 121, Book B, No. 1 of the old series, at page 237V, referred to as the "**ORIGINAL PROPERTY**" and permanently inscribed in favour of

MP

HA

Prashant

Vishnu Naique, under No. 9572 as a transfer/transmission of the property under Description No. 121, supra and 1/6th of the property no. 10732, described at page no. 61V of Book B, No. 40, of the old series. The ORIGINAL PROPERTY admeasured 2,37,025 square meters.

3) The ORIGINAL PROPERTY came to be surveyed and is presently surveyed under Survey No. 194/1 of village Sancoale, in Mormugao, Goa. The details and/or particulars of the ORIGINAL PROPERTY, are set out, for better and/or more clarity, in SCHEDULE II, hereinafter written, and it is indicated in the plan annexed hereto as ANNEXURE C, with its boundaries marked in red.

4) Vishnu Naique and his wife Godavary Naiquinim, having no male children, adopted their grandson, Anand Bhandari, son of Fotu Bhandari and Anandibai Bhandari, by Public Deed of Gift, Partition, Declaration cum Adoption, dated 24/12/1934, by virtue of which Anand Bhandari, thereby conferred with the new name "Anand Vishnu Naique" for all official use from the date of execution thereof, for enjoyment of rights in law, and ever since, the said Anand Vishnu Naique enjoyed all rights, titles and privileges flowing through the said Public Deed of Gift, Partition, Declaration cum Adoption, dated 24/12/1934.

5) After the demise of Vishnu Naique and his wife Godavary Naiquinim, their estate, including the ORIGINAL PROPERTY devolved upon Anand Vishnu Naique @ Naik.

6) Anand Vishnu Naique @ Naik was married to Malini Sunderrao Dessai, who passed away, leaving behind her husband, and their son, Mohan Anand Naique @ Naik, married to Aparna Ashok Borkar, as her only heirs.

7) Upon her demise, all her estate, excluding the moiety/half sharing right, that vested in Anand Vishnu Naique @ Naik, by virtue of his marriage to her and inclusive her moiety/half sharing rights qua the assets of her husband, Anand Vishnu Naique @ Naik, which includes the ORIGINAL PROPERTY devolved upon Mohan Anand Naique @ Naik, to which Aparna Ashok Borkar would have acquired moiety half sharing rights, by virtue of her marriage to him.

8) Anand Vishnu Naique @ Naik, Mohan Anand Naique @ Naik and Aparna Ashok Borkar, sold the entire ORIGINAL PROPERTY



M. Petri

A

Aparna Ashok Borkar

admeasuring 2,37,025 square meters to one Sadiq Shaikh, and his wife Sadia Shaikh by a Deed of Sale dated 12/03/2007.

9) Sadiq Shaikh, and his wife Sadia Shaikh, sold the entire ORIGINAL PROPERTY, admeasuring 2,37,025 square meters, to M/s Good Earth Developers, by a Deed of Sale dated 08/12/2008.

10) M/s Good Earth Developers had obtained various licenses, permissions, sanads, NOCS, et. al., for development of the ORIGINAL PROPERTY.

11) M/s Good Earth Developers subdivided the ORIGINAL PROPERTY, admeasuring 2,37,025 square meters and sold the LARGER PROPERTY, originally forming part thereof, now admeasuring 2,29,875 square meters, to M/s Trinitas Realtors India Private Limited, an incorporated company having its registered office at Pune, Maharashtra, having retained with them a differential land an area of 7150 Square meters in their procession, separately.

12) M/s Trinitas Realtors India Private Limited initiated partition proceedings in respect of the LARGER PROPERTY, sold to it, as aforesaid, and the LARGER PROPERTY, was allotted new survey no. 194/1-A.

13) By Deed of Exchange, dated 24/05/2013, between the VENDOR, and M/s Trinitas Realtors India Private Limited, registered at the office of the Sub Registrar of Mormugao at Vasco da Gama, Goa, vide no. 884, at pages 143 to 164, of Book No. 1, Volume No. 1550 on 28/05/2013, M/s Trinitas Realtors India Private Limited transferred, granted, conveyed, assigned and assured to the VENDOR, the LARGER PROPERTY, to have and hold the same absolutely and forever, with all its appurtenances, in exchange for other property specified therein, (then) belonging to the VENDOR, which the VENDOR transferred, granted, conveyed, assigned and assured unto M/s Trinitas Realtors India Private Limited, to have and hold the same absolutely and forever, with all its appurtenances, by virtue of which the VENDOR became the absolute and lawful owner of the LARGER PROPERTY.

14) By MEMORANDUM OF UNDERSTANDING dated 15/02/2019, a copy of which is annexed hereto as ANNEXURE D, hereinafter referred to as the "SAID MOU", executed ex ante, at Vasco da Gama, between the VENDOR and the CONFIRMING PARTY, and

Handwritten signature

Handwritten mark

Handwritten signature

registered before Ms. Harjit Kaur Gurmit Singh, Advocate and Notary Public, Vasco da Gama, Goa on 16/02/2019, vide Registration No. 1168/2019, of her notorial register, the VENDOR (as 'Owner', thereof), agreed to permit the CONFIRMING PARTY (as 'Developer') to enter upon a portion of the LARGER PROPERTY admeasuring 63454.71 square meters, referred to as the "SAID PROPERTY", and to grant to him, the exclusive rights to develop the SAID PROPERTY, at his own cost and expense, and to pay it the consideration specified therein, and to transfer and/or convey to him and/or his nominee(s), the right, title and/or interest thereto, for consideration paid to the VENDOR in terms of the stipulations of the SAID MOU. The details and/or particulars of the SAID PROPERTY are set out, for better and/or more clarity, in SCHEDULE III, hereinafter written, and it is indicated in the plan annexed hereto as ANNEXURE E, with its boundaries marked in red.



15) In and under the SAID MOU, it was agreed between the VENDOR and the CONFIRMING PARTY, (in Clause 5.4, thereof read with the table forming part of Annexure 5 to the SAID MOU) that on payment of the first and second instalments, i.e. Rs. [REDACTED] /- (Rupees [REDACTED] and [REDACTED] Only), i.e. a total of Rs. [REDACTED], the VENDOR would sell, transfer and convey, an undivided share of right, title and/or interest in/to the SAID PROPERTY corresponding to 2 acres or 8,093.71 square meters out of the total area of the LARGER PROPERTY, as also of out of the total area of the SAID PROPERTY, hereinafter referred for the sake of convenience to as the "SAID AREA", together with all rights, title and/or interest, thereto, and all its other appurtenances, to the CONFIRMING PARTY, and/or his nominee(s), as absolute and lawful owner(s) thereof. The details and/or particulars of the SAID AREA are set out for better and/or more clarity, in SCHEDULE IV, hereinafter written, after deducting a retention amount of [REDACTED] (as per terms of Clause 5.4a and 5.5 of the SAID MOU) and accordingly valued the SAID AREA at [REDACTED] in this Deed.

16) The [REDACTED] instalment of [REDACTED] only) being the amount of [REDACTED] after deduction of tax at source as required by law, was paid to the VENDOR on [REDACTED], vide [REDACTED] dated [REDACTED]

Notary

HA

Subhan

drawn on Punjab National Bank, Vasco da Gama, in terms of Clause 5.4 of the SAID MOU at the time of the execution thereof and the second instalment of

being the amount of

after deduction of tax at source as required by law, vide

drawn on drawn in favour of the VENDOR and handed over to the VENDOR on execution of these presents and the CONFIRMING PARTY has decided to exercise his right of sale, transfer and/or conveyance of the SAID AREA, together all right, title and/or interest, thereto, and all its other appurtenances, under the SAID MOU, and has chosen to exercise the same in favour of his nominee, i.e. PURCHASER.

17) The CONFIRMING PARTY has indicated to the PURCHASER, to be his nominee, to whom, the SAID AREA, together with all right, title and/or interest, thereto, and all its other appurtenances, is to be sold, transferred and/or conveyed, and called upon the VENDOR, to executed a deed of sale in respect of the SAID AREA, in favour of the PURCHASER.

18) The VENDOR has, in view of the payment of the first and installment, as agreed to in the SAID MOU, has agreed to sell to the PURCHASER, as the nominee of the CONFIRMING PARTY, the SAID AREA, supra, together all right, title and/or interest, thereto, and all its other appurtenances.

19) The VENDOR has mortgaged the LARGER PROPERTY to IndusInd Bank, Barkhamba Branch, New Delhi, hereinafter referred to as the "SAID BANK". The VENDOR has obtained from the SAID BANK, a letter of NOC dated 27/05/2019, releasing the SAID AREA from the mortgage aforesaid with the SAID BANK and giving its NOC to the VENDOR for selling, transferring and/or conveying the SAID AREA, in favour of a the PURCHASER. A copy of this NOC issued by the SAID BANK, duly attested/certified to be a true copy of the original, thereof, is annexed hereto as ANNEXURE F.

20) The VENDOR has represented to the PURCHASER and the CONFIRMING PARTY, that it is fully seized and possessed of the SAID AREA, with power and authority to sell, develop or otherwise dispose of the same in favour of any person and/or persons, party and/or parties, entity and/or entities of its choice.

h/latr)

W

for

21) And whereas the Mormugao Planning and Development Authority, having examined the application dated 13/05/2019 seeking its 'no-objection' to the sale, transfer and conveyance of the SAID AREA, together with all rights, title and/or interest, thereto, and all its other appurtenances, and/or registration of a deed of sale in respect thereof, under Section 49(6) of the Goa Town and Country Planning Act, 1974, and finding the same to be in Order and as per law, has granted its 'no-objection' to the sale of the SAID AREA and/or registration of this DEED OF SALE vide No Objection Certificate bearing no. MPDA/7-Z-51/2019-20/195 dated 11/06/2019, a copy whereof, duly attested/certified, to be a true copy of the original thereof, is annexed hereto as ANNEXURE G.

22) And whereas the PARTIES hereto, are desirous of reducing into writing the details of this transaction, and the terms and conditions, upon which it is executed and/or to which it shall be subject, as in any event, is required by law, have decided to execute this DEED OF SALE to give effect to the transaction, aforesaid, between them.

* * * *

NOW THEREFORE, THIS INDENTURE WITNESSETH, AND THE PARTIES HERETO COVENANT TO THE OTHERS OF THEM, IN THE MANNER FOLLOWING:

(1) The VENDOR hereby sells, transfers and conveys, unto the PURCHASER, as the nominee of the CONFIRMING PARTY, who hereby purchases, by this DEED OF SALE, the SAID AREA, i.e. an undivided share of right, title and/or interest in/to the LARGER PROPERTY, as also the SAID PROPERTY, corresponding to 2 acres or 8,093.71 square meters out of the total area of the LARGER PROPERTY, as also of out of the total area of the SAID PROPERTY, described hereinabove, and in SCHEDULE IV, hereinafter written, for a total consideration of [REDACTED]

(2) The total consideration aforesaid, in respect of the SAID AREA, has been paid by the PURCHASER and/or the CONFIRMING PARTY, the VENDOR, in the following manner:

M. P. D. A.

U

[Signature]

(a) An amount of [REDACTED] being the amount of [REDACTED] after deduction of tax at source as required by law, vide Demand draft no. 137908 dated 16/02/2019, drawn on Punjab National Bank, Vasco da Gama in favour of the VENDOR and was handed over & paid to the VENDOR on 16/02/2019;

(b) An amount of [REDACTED] being the amount of [REDACTED], after deduction of tax at source as required by law, vide [REDACTED] dated [REDACTED] drawn on [REDACTED] drawn in favour of the VENDOR and handed over and paid in full to the VENDOR on execution of these presents.

(c) Out of the aforesaid amount paid by the PURCHASER to the VENDOR in Clause 2(a) & Clause 2(b) hereinabove, the VENDOR has retained an amount of [REDACTED] (as per terms of Clause 5.4a and 5.5 of the SAID MOU) and accordingly valued the SAID AREA at [REDACTED] in this Deed.

(3) The CONFIRMING PARTY hereby irrevocably admits and confirms that the PURCHASER is his nominee, in whose favour the SAID AREA, supra, is to be sold, transferred and/or conveyed, together all right, title and/or interest, thereto, and all its other appurtenances, and hereby irrevocably gives "his no-objection", to the sale, transfer and/or conveyance, thereof, together all right, title and/or interest, thereto, and all its other appurtenances, entirely to and/or in favour of the PURCHASER.

(4) The **total consideration of** [REDACTED], aforesaid represents the true and correct present market value of the SAID AREA hereby sold.

(5) The VENDOR does hereby irrevocably acknowledge and admit, the receipt by it, of the total consideration, aforesaid, in the manner indicated hereinabove and does hereby release, discharge and acquit the PURCHASER and the CONFIRMING PARTY, forever hereafter.

Warij

W

[Signature]

(6) The VENDOR does hereby grant, convey, sell and transfer, the SAID AREA, together all the benefits and other rights, liberties, easements, appendages and appurtenances and all estate, title, interest, property claim and demand and forever the ways, paths, passages, privileges and all appurtenances whatsoever to the SAID AREA in anyway appurtenant thereto, and to hold the same unto and to the use of the PURCHASER, as absolute owner thereof, for all legal purposes and intents, to have and to hold, to own and to possess the same, forever and absolutely with title deeds, writings and other evidences of title as ordinarily pass on, forever hereafter.



(7) The VENDOR does hereby and on the date of execution of this DEED OF SALE, deliver unconditionally and notionally to the PURCHASER, the possession of the plot admeasuring 8,093.71 square meters, corresponding to SAID AREA, without prejudice to the sale of the undivided share of right, title and/or interest in/to the SAID PROPERTY corresponding to 2 acres or 8,093.71 square meters out of the total area of the LARGER PROPERTY, as also the total area of the SAID PROPERTY, which plot corresponds to Plot No. 2 indicated in Annexure 5 to the SAID MOU. This plot is indicated in the plan annexed hereto as ANNEXURE H, with its boundaries marked in red.

(8) The VENDOR hereby declares and covenants to the PURCHASER, that the SAID AREA, is free from any and/or all encumbrances, of whatsoever nature.

(9) The VENDOR does hereby covenant with the PURCHASER that notwithstanding any act, deed, matter or thing whatsoever by it, the VENDOR, or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it, made, done, committed or knowingly or willingly suffered to the contrary, the VENDOR now has in itself good right, full power and absolute authority to grant, sell, assign, release, convey and assure by way of sale and conveyance the SAID AREA as in the manner hereby granted, sold, assigned, released, conveyed, assured and confirmed and intended so to be unto and to the use and benefit of the PURCHASER in the manner set out in these presents.

(10) The VENDOR assures the PURCHASER and the CONFIRMING PARTY that the SAID PROPERTY, has been duly discharged and/or

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

released from the mortgage created with the SAID BANK, in respect of the LARGER PROPERTY, and is no subject to the said mortgage, any further. The VENDOR assures the PURCHASER and the CONFIRMING PARTY that it is not prevented, impeded, obstructed and/or hindered by the said mortgage of the LARGER PROPERTY with the SAID BANK, from executing this indenture, as the SAID AREA, has now been discharged and/or released from the scope and/amplitude thereof by the NOC dated 27/05/2019, issued by the SAID BANK discharging and/or releasing the SAID AREA, from the mortgage aforesaid. Nothing in this DEED OF SALE shall have any effect, on the SAID MOU, and/or its contents, terms, conditions and/or stipulations, and/or the covenants made therein, and the rights, obligations and/or liabilities of the PARTIES thereunder, in respect of the remainder of the SAID PROPERTY, and/or LARGER PROPERTY, after excluding the SAID AREA therefrom, and which shall continue to operate, unaltered, in respect thereof.

(11) The VENDOR hereby declares and covenants with the PURCHASER and the CONFIRMING PARTY:

- (a) that, the VENDOR is the absolute and lawful owner of the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA;
- (b) that, the VENDOR is now lawfully seized and possessed of the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA, free from any encumbrances, attachments or defects in title whatsoever, (except the mortgage referred to hereinabove) and the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA, constitutes freehold property, of the VENDOR,
- (c) that, the VENDOR has full right and power, and absolute authority to sell, convey and transfer the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA, in the manner aforesaid, unto the PURCHASER;
- (d) that, the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof) is not the subject matter of any litigation and/or legal proceeding in/before/by a Court of Law, and/or Tribunal, and/or any other judicial, quasi-judicial, executive and/or administrative forum, other judicial/quasi-judicial for a, or any arbitration or other mode of dispute resolution, and that there is no order of interim relief, or ad interim relief, or stay, or

M. Putti

W

[Signature]

temporary injunction granted by any competent Court of Law or Tribunal, and/or any other judicial, quasi-judicial, executive and/or administrative forum to restrain the VENDOR from selling, transferring and/or conveying the right, title and/or interest, in/to the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), and/or restrain the PURCHASER, from purchasing, developing (whether by construction and/or in any other manner) and/or using in any way, whatsoever, the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), and/or selling, transferring and/or conveying the right, title and/or interest, in the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), and or restraining the VENDOR, and/or the PURCHASER from entering upon and/or occupying the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof);

(e) that, other than the mortgage of the LARGER PROPERTY and/or SAID PROPERTY to the SAID BANK, as aforesaid), the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof) is not subject to any mortgage, tenancy, lien, charge, interest, agreement, contract, deed and/or any other interest, whatsoever, of any third party, and they have not created and shall not create hereafter any third party rights and/or interests, of whatsoever nature, in respect in the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), in favour of any person and/or persons(s), including banks, financial institutions and other organizations by virtue of any agreement, gift deed, lease, license, mortgage, lien or any other mode, whatsoever.

(f) that, there is no attachment in respect of the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), and/or notifications or notices, for any action, and/or for mandatory acquisition or requisition thereof, by the Central, State or any other Government, or department, official or authority thereof, or any other public authority, or local self-government body, and no notices of any such action have been served upon VENDOR in respect of the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), in any legal proceedings instituted in respect thereof, under

M. Parth

H

S. Subramanian

any other statute, rules, regulations, executive instructions, circulars and/or any other document and/or instrument, having the force of law, and for the time being in force.

(g) that, prior to this DEED OF SALE, the VENDOR has not entered or executed any Agreement for Sale and/or Memorandum of Understanding and/or any other indenture, document and/or writing, nor created any right or interest, of whatsoever nature, other than SAID MOU with the CONFIRMING PARTY, with any person/s or parties, and have not has received any consideration or amount from any person/persons and/or party/parties and/or entity/entities for sale of the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA (and/or any part and/or portion thereof), or for creation of any other rights, of whatsoever nature, in respect thereof;

(h) that, the LARGER PROPERTY, SAID PROPERTY and/or SAID AREA, shall be quietly and peacefully entered into and upon and held and enjoyed, by the PURCHASER without any interruption or disturbance by the VENDOR, or any person claiming through or under it and without any lawful disturbance or interruption by any other person whomsoever, receive rents, issues, profits and/or any other income, thereof and every part thereof, for its own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the VENDOR or its successors, legal representatives or by any person or persons, party or parties, entity or entities, lawfully and equitably, or otherwise, claiming from, under or in trust for it.

(12) The VENDOR convents to save harmless, indemnify and keep indemnified the PURCHASER and the CONFIRMING PARTY from and against all encumbrances, actions, claims, demands, costs, charges, tax receipts, rates due, duties, expenses, equities, et al., of the Government, and/or any local, public, and/or other public authority, and/or any third party claims, of any nature, whatsoever, of any person/persons, and/or party/parties and/or entity/entities, in respect of the SAID AREA (and/or any part and/or portion thereof) arising prior to the execution of this Deed of Sale and Conveyance.

(13) In the event, the PURCHASER's title, possession, use, occupation and/or enjoyment of the SAID AREA (and/or any part and/or portion thereof), is disturbed, interrupted and/or affected, in

Handwritten signature

Handwritten signature

Handwritten signature

any manner, and/or it is dispossessed of the same, on account of any encumbrance and/or imperfection in the right, title and/or interest of the VENDOR, (including but not limited to the mortgage of the LARGER PROPERTY, of which the SAID AREA formed part, with IndusInd Bank, as aforesaid, or any dispute and/or controversy arising therefrom, and/or any claim(s) and/or demand(s) made by the SAID BANK, whether on the basis thereof, and/or otherwise) it shall be the responsibility of the VENDOR to, at its own cost, resolve the controversy and/or dispute, claim(s) and/or demand(s) and to restore the PURCHASER's use occupation and possession, thereof to it, failing which the VENDOR, shall be bound to remove and/or rectify, the encumbrance and/or imperfection, at its own cost and/or expense, and/or to bear all cost and/or expense, in respect of any legal proceedings, that might be instituted in respect thereof. In the event, the VENDOR is unable to remove and/or rectify the encumbrance and/or imperfection in its right, title and/or interest, it shall return to the PURCHASER, the entire consideration aforesaid, and reimburse to them all costs and expenses, incurred in the execution of THIS DEED, including, stamp duty, registration fee, professional fees of lawyers, chartered accountants and/or other qualified professionals necessitated for completing this transaction, fees, cost of stationary, typing, printing, photocopying, compensation for business expenses incurred for initiating this project including loss of goodwill and business expenses arising out of loss of business opportunity and/or any all other expenses incurred in this regard, alongwith interest thereon at the rate of 18% per annum, from the date of this DEED OF SALE, till the date of payment thereof, as also to compensate the PURCHASER, suffered on account thereof, without prejudice to the right of the PURCHASER to take recourse, to any and/or all legal remedies and/or avenues, in law.

(14) The VENDOR has no objection to having the SAID AREA partitioned after mutation in the government records under Form I & XIV in accordance with law, from the SAID PROPERTY and/or the LARGER PROPERTY, and/or obtaining a separate and/or independent survey number for the same, and/or to name of the PURCHASER being entered and/or included, in all public records, including the records of rights (Form I & XIV under the Goa Land Revenue Code and/or rules framed thereunder) or in any other records, in respect of the SAID AREA. The PURCHASER shall be

M. Parik

A

for [unclear]

entitled to apply for such partition of the SAID AREA and/or to have a separate and/or independent survey number allotted to it, and/or to have the record of rights and all other public records, of all public authorities, in respect of SAID AREA transferred, mutated, modified, updated and/or assessed in its own name and the VENDOR hereby unconditionally and irrevocably waives notice of any such application for partition and allotment of a separate and/or independent survey number, transfer, mutation, modification and/or assessment, of the PURCHASER for mutation, or any/other proceeding/ application filed by it, in this regard, and hereby unconditionally and irrevocably gives its no-objection to the grant thereof. The VENDOR shall at all times hereafter do and execute, or cause to be done and executed all such further acts, deeds, matters, things, indentures, conveyances and assurances, and sign/execute, or cause to be signed/executed, all such all such forms, letters and/or N.O.Cs. and/or do/give every such assurance or thing necessary for further more perfectly assuring to the PURCHASER, the SAID AREA, sold to it, in the manner aforesaid.

(15) The VENDOR, PURCHASER and CONFIRMING PARTY hereby declare that neither of them belongs to any scheduled caste and or scheduled tribe.

(16) The VENDOR, PURCHASER and CONFIRMING PARTY hereby declare that the Mormugao Planning and Development Authority has granted its 'no-objection' to the sale of the SAID AREA and/or registration of this DEED OF SALE, under and in terms of Section 49(6) of the Town and Country Planning Act, 1974 vide No Objection Certificate bearing no. MPDA/7-Z-51/2019-20/195 dated 11/06/2019 (Annexure G, hereto).

(17) The VENDOR shall ensure that all taxes, charges, fees, duties and/or any other levies, payable to any government, local self-government body or other public authority, under law, in respect of the SAID AREA shall be paid by it upto the date of the registration of this DEED OF SALE.

(18) The VENDOR shall immediately, upon execution of this DEED OF SALE, hand over the originals of all the title documents (as per the flow of title, charted in the recitals, hereinabove) and/or a full set, thereof, duly attested/certified, in accordance with law, to be true

M. P. D. A.

H.

[Signature]

copies of the originals thereof, to the PURCHASER, alongwith copies of all permissions, conversion sanads, approvals, forest clearances, naval height clearances, any other clearances, NOCs, licenses and/or all such other documents issued by public authorities, for conversion of land use, development of and/or construction in the SAID AREA and/or SAID PROPERTY and/or LARGER PROPERTY and/or ORIGINAL PROPERTY, cutting of trees and/or any other activity in the SAID AREA and/or SAID PROPERTY and/or LARGER PROPERTY and/or ORIGINAL PROPERTY, which requires the permission of any public authority, under any law in force, obtained by the VENDOR, ex ante, duly attested/certified, in accordance with law, to be true copies of the originals thereof,



(19) The Parties hereto agree that all expenses, including stamp duty, registration fees, for the execution and registration of this DEED OF SALE shall be borne by the PURCHASER, except for tax required to be deducted as source, and paid to the Income Tax Authorities, which liability shall be that of the VENDOR. Accordingly, the amount has been deducted as tax at source, on the total consideration amount to be remitted to the public authority, competent to receive the remittance thereof, which amounted has been deducted from the total consideration, payable to the VENDOR by the PURCHASER, under this DEED OF SALE, and the balance, after deduction thereof, has been paid to the VENDOR as the total consideration payable in respect of this DEED OF SALE.

(20) As the CONFIRMING PARTY, is also a Designated Partner, representing the PURCHASER in this DEED OF SALE, he has subscribed his signature to this DEED OF SALE only once, in both capacities and has not signed it separately, in his capacity as a CONFIRMING PARTY.

(21) The schedules, plans and other annexures, annexed to this DEED OF SALE shall form part and parcel of the present DEED OF SALE, which shall be read, understood, interpreted and construed accordingly, and shall not at any time be read, understood, interpreted and construed in isolation therefrom.

(22) This DEED OF SALE constitutes the entire agreement between the CONFIRMING PARTY, OWNER/ VENDOR and the PURCHASER,

M. P. Singh

H

for [unclear]

and supersedes all prior or contemporaneous agreements, memoranda of understanding and other instruments, communications and proposals, whether electronic, oral or written, between them and/or any of them. The CONFIRMING PARTY, OWNER/ VENDOR and the PURCHASER agree that the contents of this DEED OF SALE shall speak for themselves and in the event of any dispute, none of them shall be entitled to lead any evidence to the contrary. This DEED OF SALE is subject to laws for the time being in force in the Republic of India and its clauses shall be interpreted and construed in consonance therewith. Nothing contained in this DEED OF SALE is in derogation of the right of any of the parties hereto, to comply with law and with governmental, court and law enforcement requests or requirements, and such compliance would not amount to breach of the terms and conditions of this DEED OF SALE. If any part of this DEED OF SALE is determined to be invalid or unenforceable pursuant to or due to its repugnancy to applicable law in force in and/or public policy of the India then the unenforceable provision will be deemed to be superseded by a valid, enforceable interpretation that most closely matches the intent of the original provisions and the agreement between the Parties, hereto and it shall not affect the remainder of this DEED OF SALE which shall continue to remain in force and operate.



(23) The VENDOR/PURCHASER do not belong to Schedule caste / tribe of Goa.

(24) That the land under transaction is non-agricultural and that the parties under this Deed own the responsibility for the said averment which is within the FEMA/RBI Guideline.

(25) The VENDOR confirms payment received by the PURCHASER as detailed in Clause 2(a) and 2(b) and assures the PURCHASER by way of attached herewith letter of undertaking dated 07/06/2019 (attached as ANNEXURE I herein) that it will comply with the provisions requested by IndusInd Bank in its letter of NOC dated 27/05/2019 for depositing the sale proceeds of these presents into the designated account mentioned in the said letter of NOC and accepts full responsibility and liabilities for any noncompliance on its part. The VENDOR shall confirm to the PURCHASER the receipt of the payment to IndusInd Bank within 30 days of executing this SALE DEED.

shakti

HA

[Signature]

(26) That the possession of the SAID PROPERTY is handed over by the VENDOR to the PURCHASER upon execution of this DEED and that the PURCHASER shall thereafter have full legal and clear possession and marketable title of the SAID PROPERTY.

* * * *

SCHEDULE I

THE LARGER PROPERTY.

ALL THAT PARCEL OF LAND known and/or denominated as 'PATAN' and/or 'PATTONA' and/or 'PALONA', admeasuring 2,29,875 square meters, situated in village Sancoale, within the limits of the Village Panchayat, Sancoale, taluka and sub-district of Mormugao, district of South Goa, in the State of Goa, presently surveyed under Survey No. 194/1-A of village Sancoale, and bounded thus:

On the north: By the boundaries of the properties under Survey Nos. 216(part), 217, 218 and part of Survey No. 194/1 of village Sancoale;

On the south: By the property under Survey No. 178/1 of village Sancoale;

On the east : By the property under Survey No. 193 of village Sancoale; and,

On the west : By the property under Survey No. 195 of village Sancoale;

The LARGER PROPERTY, originally formed part of the ORIGINAL PROPERTY, under Survey No. 194/1 of village Sancoale, described in SCHEDULE II, hereinafter written. It is now partitioned as an independent property having an independent survey number and is demarcated in a plan annexed hereto as ANNEXURE A with its boundaries marked in red.

* * * *

[Signature]

[Signature]

[Signature]

SCHEDULE II

THE ORIGINAL PROPERTY.

ALL THAT PARCEL OF LAND known and/or denominated as 'PATAN' and/or 'PATTONA' and/or 'PALONA, admeasuring 2,37,025 square meters, situated in village Sancoale, within the limits of the Village Panchayat, Sancoale, taluka and sub-district of Mormugao, district of South Goa, in the State of Goa, described under land description no. 121, at page no. 237v of Book B, No. 1 of the old series (itself being a one sixth part of the property under description no. 10732 at page 61V of Book B, No. 40 of the old series) and surveyed under Survey No. 194/1 of village Sancoale, and bounded thus:

On the north: By the boundaries of the properties under Survey Nos. 216, 217, 218 and 194 of village Sancoale;

On the south: By the property under Survey No. 178/1 of village Sancoale;

On the east : By the property under Survey No. 193 of village Sancoale; and,

On the west : By the property under Survey No. 195 of village Sancoale;

The LARGER PROPERTY, described in SCHEDULE I, hereinabove, originally formed part of the ORIGINAL PROPERTY, and has been partitioned and separated from it under a separate/independent survey no. 194/1-A. The ORIGINAL PROPERTY is demarcated in a plan annexed hereto as ANNEXURE A with its boundaries marked in red.

* * * *

SCHEDULE III

THE SAID PROPERTY.

ALL THAT PARCEL OF LAND known and/or denominated as 'PATAN' and/or 'PATTONA' and/or 'PALONA', admeasuring 63,454.76 square meters, being the western portion of the LARGER PROPERTY, described in SCHEDULE I, hereinabove written, and forming part thereof, situated in village Sancoale, within the limits of the Village

M. Patil

HA

[Signature]



Panchayat, Sancoale, taluka and sub-district of Mormugao, district of South Goa, in the State of Goa, presently surveyed under Survey No. 194/1-A of village Sancoale, and bounded thus:

On the north: By the boundaries of the properties under Survey Nos. 216, and part of Survey No. 194/1-A of village Sancoale;

On the south: By the property under Survey No. 178/1 of village Sancoale;

On the east : By the remaining portion of the LARGER PROPERTY under Survey No. 194/1-A of village Sancoale;

On the west : By the property under Survey No. 195 of village Sancoale;

The SAID PROPERTY is demarcated in a plan annexed hereto as ANNEXURE A with its boundaries marked in red.

* * * *

SCHEDULE IV

THE SAID AREA HEREBY SOLD

All that an undivided share of right, title and/or interest in/to the LARGER PROPERTY, as also to the SAID PROPERTY, corresponding to 2 acres or 8,093.71 square meters out of the total area of the LARGER PROPERTY, described in SCHEDULE I hereinabove written, also out of the total area of the SAID PROPERTY, described in Schedule III, hereinabove written.

* * * *

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day and year first hereinabove written in the presence of witnesses.

* * * *

M. Patil

W

J. Salunkhe

Signed, sealed and delivered

by the within named **VENDOR:**

M/S ZUARI GLOBAL LTD through its

ASSISTANT COMPANY SECRETARY/

AUTHORISED SIGNATORY

MR. SACHIN SHANKAR PATIL



Right hand fingerprints of MR. SACHIN SHANKAR PATIL



Left hand fingerprints of MR. SACHIN SHANKAR PATIL



S. Patil

W

Sachin

Signed, sealed and delivered
by the within named **PURCHASER**
M/S VM2 DEVELOPMENT ONE LLP
Through its Designated Partner
MR. AVEZ AZIM SHAIKH



A handwritten signature in blue ink, appearing to be "Avez".

Right hand fingerprints of MR. AVEZ AZIM SHAIKH



Left hand fingerprints of MR. AVEZ AZIM SHAIKH



A handwritten signature in blue ink, appearing to be "M. Patel".

A handwritten signature in blue ink, appearing to be "H".

A handwritten signature in blue ink, appearing to be "Avez".

Signed, sealed and delivered
 by the within named **PURCHASER**
M/S VMZ DEVELOPMENT ONE LLP
 through its Designated Partner
 and also in his capacity as the
CONFIRMING PARTY
MR. PRASHANT MANUEL VALES



Right hand fingerprints of MR. PRASHANT MANUEL VALES



Left hand fingerprints of MR. PRASHANT MANUEL VALES



In the presence of the following witnesses:

(1) Name: DAMODAR JUNCUNCO
VERGAS

Signature:

(2) Name: KUMAR GORAVE

Signature:



CERTIFIED TRUE COPY



Certified true copy of Resolution passed at the Meeting No. 1B/2019-20 of the Board of Directors of Zuari Global Limited held on Friday, 24th May, 2019., at Global Business Park, Tower 'A', 5th Floor, M.G. Road, Gurgaon - 122 002, Haryana

RESOLVED THAT the approval of the Board be and is hereby accorded to any one Director or Chief Financial Officer or Sachin Patil, Asst. Company Secretary or Mr. Alok Banerjee Authorised Signatory, to execute such Documents, Deeds, Power of Attorney, MOU and Agreement for Sale in respect of the whole property or part of the scheduled property admeasuring 15.68 acres (i.e. 63,454.76 m²), in Survey No 194/1-A of village Sancoale, within the jurisdiction of Sancoale Panchayat, Mormugao, Goa and to sign and execute the Sale Deed in favour of developer /purchaser on behalf of the Company.

RESOLVED FURTHER THAT any one Director, Chief Financial Officer, Sachin Patil, Asst. Company Secretary, Mr. Alok Banerjee, Mr. Rajesh Menon, Authorised Signatories of the Company, be and are hereby severally authorized to execute the Sale Deed in respect of whole property or part of the scheduled property admeasuring 15.68 acres (i.e. 63,454.76 m²), in Survey No 194/1-A of village Sancoale for registration before concerned Sub-Registrar and admit execution thereof on behalf of the Company.

RESOLVED FURTHER THAT the above resolution duly certified by any Director/ Mr. Sachin Patil, Asst. Company Secretary of the Company be communicated to all concerned for their information.

Certified true copy
For Zuari Global Limited

Sachin Patil
Asst. Company Secretary



ZUARI GLOBAL LIMITED

(Formerly known as Zuari Industries Limited)

CIN No.: L65921GA1967PLC000157

Registered Office: Jaikisaan Bhawan, Zuarinagar, Goa - 403726, India

Tel: +0832 259 2180, 259 2181 Fax: +0832 255 5279

www.adventz.com

Adv. (Mrs.) VIDHYA A. SHEI
NOTARY

STATE OF GOA
47, GROUND FLOOR, APNA BAZZAR,
VASCO-DA-GAMA, GOA-403802
PH: 0832-2514130

Date: 15/06/2019
Reg. No.: 13545/2019

MORMUGAO PLANNING & DEVELOPMENT AUTHORITY
"Commerce Centre", 11nd Floor
Vasco da Gama

Ref.No.MPDA/7-Z-51/2019-20/ 195

Date: 11/06/2019.

NO OBJECTION CERTIFICATE

Under Section 49(6) of Goa, Daman & Diu, Town and Country Planning Act, 1974, Mormugao Planning & Development Authority has No Objection for the registration of **Deed of Sale of undivided share of property bearing Sy. No. 194/1-A of Sancoale Village, Mormugao Taluka, Goa.**



The property/plot falls within 500 mts. from the High Tide Line: No.

The plot/property falls partly within S-1 and A-2 Zone, admeasuring 8093.71/229875.00 m² known as "PATAN or PATTONA or PALONA" -registered under No.- ..of Book - and Matriz neither described nor inscribed.

BOUNDARY DETAILS AS GIVEN BY THE APPLICANT ARE:

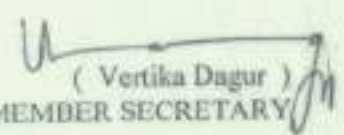
North by: property under Sv. No. 216 (part), 217, 218 & Sv. No. 194/1 of Sancoale Village;
South by: property under Sv. No. 178/1 of Sancoale Village;
East by: property under Sv. No. 193 of Sancoale Village;
West by: property under Sv. No. 195 of Sancoale Village;

- 1) This NOC is issued at the request of the Applicant and is subject to verification of Ownership documents by the appropriate Authority.
- 2) It will not be binding on this Authority to grant any Development Permission in the aforementioned property under Section 44 of Town and Country Planning Act 1974 based on this N.O.C..
- 3) On issue of this NOC any Development Permission granted earlier under Section 454 of Town and Country Planning Act, 1974, stands cancelled/withdrawn/invalid any other development going on shall stop, unless the same is transferred with the permission of this Authority.
- 4) Traditional access and natural water drain if any passing through the property shall be maintained.
- 5) This NOC is valid for the purpose of registration for period of 3 years.
- 6) This NOC is issued for the undivided share of property and it does not amount to physical sub-division without prior permission from this Authority.
- 7) Property is affected by proposed 15.00 mtrs wide ODP road towards the East and West of the property.



To,
✓ Zuari Global Limited,
Jai Kissan Bhavan,
Zuarinagar- Goa.

Sent/-


(Vertika Dagur)
MEMBER SECRETARY





ANNEXURE - B



SITE PLAN
SCALE - 1:5000

ANNEXURE 'B' : PLAN SHOWING PLOT '194/1-A' ADMEASURING 229875 SQ MTR OUT OF THE LARGER PROPERTY SURVEYED UNDER NO. 194/1 OF SANCOALE VILLAGE ADMEASURING 237025 SQ MTR

in Part

Wm

for land



Government of Goa

Document Registration Summary 2

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

Print Date & Time :- 19-Jun-2019 11:06:13 am

Document Serial Number :- 2019-MOR-1278

Presented at 11:06:20 am on 19-Jun-2019 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	2565000
2	Registration Fee	1995000
3	Mutation Fees	2500
	Processing Fee	630
Total		4563130

Stamp Duty Required : 2565000

Stamp Duty Paid : 2565000

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Avez Azim Shaikh ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - Vales Vihar, B.247-A, Dabolim, Goa, Address2 - , PAN No.:			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Sachin Shankar Patil ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - Jai Kisaan Bhawan,Zuarinagar, Goa,403726, Address2 - , PAN No.: AAACZ0306P			
2	Avez Azim Shaikh ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - Vales Vihar, B.247-A, Dabolim, Goa, Address2 - , PAN No.:			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
3	Prashant Manuel Vales ,S/o - D/o Age: , Marital Status: ,Gender:,Occupation: , Address1 - Vales Vihar, B.247-A, Dabolim, Goa, 403801, Address2 - , PAN No.:			
4	Prashant Manuel Vales ,S/o - D/o Domingos A Vales Age: 39, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - B.247-A, Vales Vihar, Opp.NSD and DLF Riverview, Alto Dabolim, Goa 403801, Address2 - , PAN No.: AGOVP2282R			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Kumar Gorave, 43 ,1975-06-24 ,7720926248 , ,Service , Marital status : Married 403802, 21A Jalvayu Villas Zuarinagar Vasco Goa 403726, 21A Jalvayu Villas Zuarinagar Vasco Goa 403726, Zuarinagar Vasco Da Gama, Mormugao, SouthGoa, Goa			
2	Mukul Aghicha, 34 ,1985-05-01 ,9373113145 .groupmail@mohidins.com ,Service , Marital status : Married 403802, 0-1 1st Floor Commerce Centre Vasco Da Gama Goa 403802, 0-1 1st Floor Commerce Centre Vasco Da Gama Goa 403802 Vasco Da Gama, Mormugao, SouthGoa, Goa			

Sub Registrar

SUB - REGISTRAR
MORMUGAO

Book :- 1 Document

Registration Number :- MOR-1-1251-2019

Date : 19-Jun-2019

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

CERTIFICATE

"As per Audit Para document referred to the collector and vide collector's Judgement and order No. STP/AL/2/JUD/2020/AC-I/14076 dt. 26/11/2020, the differential registration fees has been collected of Rs. 105000/- (Rupees one lakh five thousand only) vide Receipt No. 54/16 dated 12/01/2021, challan No. 202100023592 dated 08/01/2021."

Mormugao

Dated:- 02-03-2021

CIVIL REGISTRAR
- CUM -
SUB-REGISTRAR
MORMUGAO