



**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-challan Payment 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)**

**REGISTRAR  
MORMUGAO**

**DOCUMENT DETAILS**

NATURE OF THE DOCUMENT	:	Conveyance - 22
PRE REGISTRATION NUMBER	:	202300069284
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**

Department: 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



**DEED OF SALE**

Jastaran sig!



This Deed of Sale is executed at Vasco-Da-Gama, Goa, on this the 19<sup>th</sup> 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 L65921GA1967PLC000157, holder of PAN No. [REDACTED], having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa, 403726, hereinafter referred 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. [REDACTED] and PAN Card No. [REDACTED], 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 13<sup>th</sup> August 2022, annexed hereto as "**Annexure-A**", of the **FIRST PART**;

**AND**

**PRIME BUILDERS**, a Proprietorship Firm, having its Office at 2<sup>nd</sup> 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. [REDACTED] and Aadhar No. [REDACTED] aged 61 years, businessman, son of late Mr. Albert Dias, residing at "Prime House", Miraton Gardens, Chicalim, Goa, 403711, of the **SECOND PART**.

Jaskaran Singh  
  






**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 !.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 Comunidade of Sancoale on permanent lease/purchase basis. The Lt.



Governor referred the application to the Administrator of Comunidades, South Goa, for his consideration and necessary action. The Administrator referred the matter to Comunidade of Sancoale and said Comunidade 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 Comunidade of Sancoale was directed to enter into a Lease Agreement with said Birla Gwalior Private Limited on terms and conditions stipulated by the Comunidade of Sancoale.

D. Thereafter by a Deed of Lease dated 01.02.1969 executed by the Comunidade 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. 1, 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. 1, Volume No. 4.



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 Comunidade 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. 1, 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.

H. There was a transfer of undertakings between "Zuari Industries Limited" and "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



*Jastan Singh*

*[Signature]*

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

- L. Vide an Agreement for Sale dated 28/3/2014 between Zuari Agro Chemicals 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 L.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



*Jastwan Singh*

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.



*Tankar Syal*

*[Signature]*



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. ICIC000000SRCB00000095 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, ninety-six 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 thousand, 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 No. 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,




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*[Signature]*

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.



*Joshua Sijl*

- 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 statute, 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.

13. Any prior understanding agreement, covenants, communications, arrangements, et. al., oral or written, between the VENDOR and the PURCHASER in 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.



*Toshom - 5/1*

*[Signature]*

**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.



*Zuari* *Singh*

*[Signature]*



*Jaskaran Singh*

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

*Jaskaran Singh*

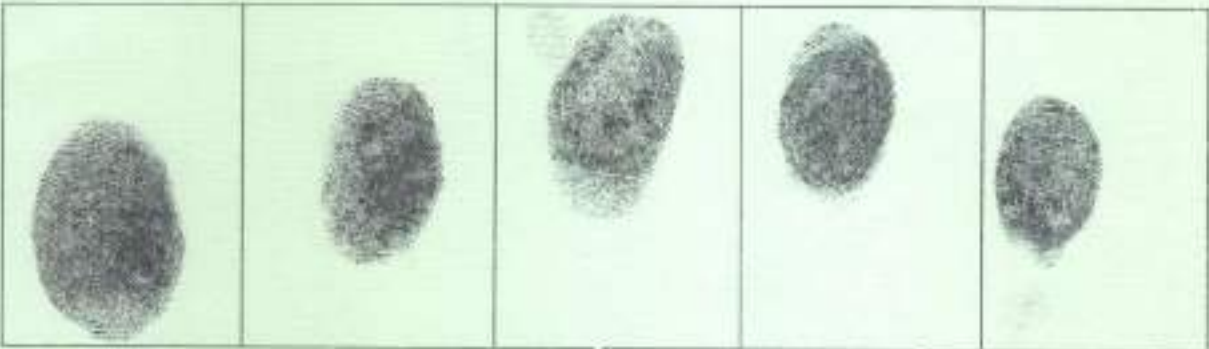


left hand impression



Thumb

right hand impression



Thumb



*Jaskaran Singh*

*[Signature]*



For Prime Builders

(A. Cedric Dias)  
Proprietor

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

**left hand impression**



Thumb

**right hand impression**



Thumb

**IN THE PRESENCE OF WITNESSES:**

1) SIGNATURE : [Signature]  
NAME : NICHILAS D SILVA

2) SIGNATURE : [Signature]  
NAME : STRATON D SOUZA



[Signature]





Government Of Goa  
Directorate of Settlement and Land records  
Plan

Appln Date :31-01-2023 Ref. No.: 135



Scale 1:4000



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



*Joakim - SJ*

For Prime Builders

*(A. Cedric Dias)*  
Proprietor

Report Generated By: DILIP NAIK

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. 25/13/2015-RD/B639 dtd. 13/09/2021. The latest copy of this record can be seen/verified for authenticity on the DSLR website <https://e.gov.goa.nic.in/dslr>.


**ZUARI INDUSTRIES LIMITED**

(Formerly Zuari Global Limited)

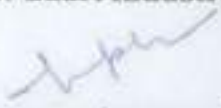
 211 Floor, Tower A, Global Business Park, M.G. Road, Sector 26, Gurgaon - 122 002, India  
 Tel: +91 (124) 432 7800 Email: gurgaon@adventz.com, www.zuariindustries.in


**LETTER OF AUTHORITY**

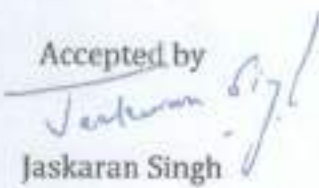
This Letter of Authority is issued in favour of Mr. Jaskaran Singh, Head-Administration, Corporate Affairs and real Estate, son of Mr. Jagdish Singh, aged 55 years, married, holder of Aadhar Card No. 3215 6054 0457 and PAN No. AAXPS7122G, residing at F1, 702, Uniworld City, Sector 3-, Gurgaon – 122001, in pursuance to the Board Resolution dated 13<sup>th</sup> 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, 2<sup>nd</sup> Floor, "Prime Corner", Vasco da Gama, Goa, and to admit the said document for registration at the Office of the Sub-Registrar at 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**

  
**Nishant Dalal**  
**Chief Financial Officer**
**Date: 13 October 2023**  
**Place: Gurgaon**

 Accepted by  
  
**Jaskaran Singh**

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



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 5<sup>th</sup> 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;

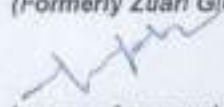
To sign and execute the requisite MEMORANDUM OF UNDERSTANDING agreement for sale, sale deed, lease deed, Swearing in Affidavits and such other documents as may be found necessary, modify or amend the documents so executed where necessary and present the documents so signed by him on behalf of the Company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

- b. 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.
- f. 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 Kisan Bhawan, Zuarinagar, Goa - 403726



सत्यमेव जयते  
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

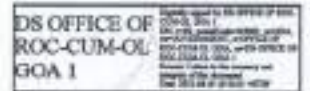
**Certificate of Incorporation pursuant to change of name**  
*[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]*

Corporate Identification Number (CIN): L65921GA1967PLC000157

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
<b>Total</b>		<b>16490820</b>

Stamp Duty Required :10958400/-

Stamp Duty Paid : 10958400/-

**Presenter**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anthony Cedric Dias , Father Name:Late Albert Dias, Age: 61, Marital Status: Married ,Gender:Male, Occupation: Business, Address1 - Prime House Miraton Gardens Chicalim Goa, Address2 - , PAN No.: ABQPD4957Q			




**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			
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			
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			

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 , Candoim, Bardez, NorthGoa, Goa			

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, SouthGoa, Goa			

  
Sub Registrar

~~SUB-REGISTRAR~~  
MORMUGAO

Document Serial Number :- 2023-MOR-1977



Document Serial No:-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)

**SUB - REGISTRAR**  
**MORMUGAO**



(Rupees Two Lakhs Thirty Two Thousand Only)

Phone No: 9545127856  
Sold To/Issued To:  
PRIME BUILDERS  
For Khun/ID Proof:  
30AB0PD49570124



DEC-31-2021 11:53:24

₹ 0232000/-  
230 TWO THRE TWO 230 230 230

Other:  
38152891640951818000-00000000  
3815222 34/02/03/2021-401

FOR CITIZENCREDIT  
CO-OP. BANK LTD.

AUTHORISED SIGNATORY

MR. ANTHONY CEDRIC DIAS



1

DEED OF SALE





This DEED OF SALE is made at Vasco-Da-Gama, Goa, on this the 5<sup>th</sup> day of the month of January, in the Year Two Thousand and Twenty-two (2022);

**BETWEEN**

**ZUARI AGRO CHEMICALS LIMITED**, a Company incorporated under the provision of the Companies Act, 1956, and now deemed to have been incorporated under the Companies Act, 2013, having CIN L65910GA2009PLC006177, holder of PAN Card No. [REDACTED] having its Registered Office at Jal Kisaan Bhawan, Zuarinagar, Goa, 403726, represented herein by its Deputy General Manager - CSR, Public Relation & Estate, MR. ANAND RAJADHYAKSHA, Indian National, son of Shri. Dattatraya Rajadhyaksha, aged 50 years, married, service, holder of Aadhar Card No. [REDACTED] and PAN Card No. [REDACTED], residing at C-17, Zuari Residential Colony, Zuarinagar, Sancoale, South Goa, Goa- 403 726, who is duly authorized by a Resolution of the Board of Directors dated 03/09/2020, annexed hereto as Annexure-A, hereinafter referred 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), of the **FIRST PART**;

**AND**

**PRIME BUILDERS**, a Proprietorship Firm, having its Office at 2<sup>nd</sup> Floor, "Prime Corner", Vasco-da-Gama, Goa, represented herein by its Proprietor, MR. ANTHONY CEDRIC DIAS, Indian National, holder of PAN Card No. [REDACTED] and Aadhar Card No. [REDACTED] married, aged 59 years, businessman, son of late Mr. Albert Dias, residing at "Prime House", Miraton Gardens, Chicalim, Goa, 403711, 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 permitted assigns) of the **SECOND PART**;




AND

**ZUARI GLOBAL LIMITED**, a Company incorporated under the provision of the Companies Act, 1956, and now deemed to have been incorporated under the Companies Act, 2013, having CIN L65921GA1967PLC000157, holder of PAN Card No. [REDACTED] having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa, 403726, represented herein by its Authorized Signatory, MR. DAMODAR P. KUNCOLIENKAR, Indian National, son of Shri Pandurang B. Kuncolienkar, aged 63 years, married, service, holder of Aadhar Card No. [REDACTED] and PAN Card No. [REDACTED], residing at Flat 321, Kamat Royale Building 9, Kerant, Caranzalem, Tiswadi, Goa - 403002, who is duly authorized by a Resolution of the Board of Directors dated 07/09/2020, annexed hereto as Annexure-B, hereinafter referred as the "CONFIRMING PARTY" (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), of the **THIRD PART**;

**WHEREAS:**

A. There is a property known as GADEGAL, originally admeasuring 199575 square meters, 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 and surveyed under Survey No. 188/1 of Sancoale, more particularly described in Schedule-I hereunder written and hereinafter called the "SAID PROPERTY"

B. The SAID PROPERTY originally belonged to the Comunidade of Sancoale. As per the resolution passed in the extra ordinary meeting of the Shareholders of the Comunidade of Sancoale held on 10/11/1968, it was resolved that permanent




(perpetual) lease of this property, along with other properties, be granted to Birla Gwalior Pvt. Ltd which proposal was subsequently approved by the Lieutenant Governor of Goa Daman & Diu Territory (now the State of Goa) vide his Letter dated 06/01/1969, bearing No. RD/COM/441/68 and by the Collector and by the Directorate of Civil Administration vide Letter No. CAB/58/65/69 dated 7/1/1969.

- C. By an Deed of Lease dated 01/02/1969 executed by the Comunidade of Sancoale in favour of Birla Gwalior Private Limited, duly registered with the Sub Registrar of Mormugao under No. 43 at pages 267 to 283, Book I, Volume 1, dated 25/2/1969, the Comunidade of Sancoale leased the SAID PROPERTY, along with various other lands, together admeasuring 499 Ha. 9500 sq.m. (Four hundred ninety-nine hectares and nine thousand five hundred square meters) under various Division (Lote) Numbers presently surveyed under new Survey Numbers, on permanent lease, to the said Birla Gwalior Private Limited.
- D. By a Deed of Indenture of Assignment dated 04/12/1969 duly registered with the Sub Registrar of Mormugao at Registration No. 287, Book I, Volume 4 dated 22/12/1969 the said Birla Gwalior Private Limited assigned all their perpetual leasehold rights in the entire leased land mentioned above, in favour of Zuari Agro Chemicals Limited.
- E. Pursuant to payment of 20 years lease rent as stated in the Deed of Lease dated 01/02/1969 by Zuari Agro Chemicals Limited on 31/03/1971 which was accepted by the Administrator of Comunidade South Zone, Margao, Goa, and as required under Art. 240 of the Code of Comunidade, the Comunidade of Sancoale sold and transferred the said entire leased land to Zuari Agro Chemicals Limited by a Deed of



Conveyance dated 31/03/1971 duly registered with the Sub Registrar of Mormugao under No. 167 at pages 335 to 358, Book I Volume 9 dated 26/06/1971.

- F. The name of Zuari Agro Chemicals Limited was changed to Zuari Industries Limited as per the Certificate of Incorporation issued by the Registrar of Companies Goa, Daman & Diu dated 12/02/1993. Another Company by the name "Zuari Holdings Limited" was incorporated and formed on 10/09/2009 as per the Certificate of Incorporation issued by the Registrar of Companies Goa, Daman & Diu.
- G. Vide Order dated 02/03/2012, the Hon'ble High Court of Bombay at Goa, sanctioned the Scheme of Arrangement and Demerger between "Zuari Industries Limited" and "Zuari Holdings Limited". Pursuant to the said scheme, the fertilizer Division of Zuari Industries Limited along with its related assets and properties, including the SAID PROPERTY herein, were transferred and vested into Zuari Holdings Limited. Thus Zuari Holdings Limited became the owner of the SAID PROPERTY.
- H. Subsequently, the name of "Zuari Holdings Limited" was changed to "Zuari Agro Chemicals Limited" as per the Certificate of Incorporation dated 28/09/2012 issued by the Registrar of Companies Goa, Daman & Diu. Thus the SAID PROPERTY came to be owned by the VENDOR w.e.f. 28/09/2012.
- I. The name of "Zuari Industries Limited" was changed to "Zuari Global Limited" as per the Certificate of Incorporation issued by the Registrar of Companies Goa, Daman & Diu dated 26/06/2012.



- J. In the meanwhile, Goa Electricity Department, Goa Housing Board, Public Water Works (PWD) of Govt. of Goa and National Highway, acquired portions of land in the said Survey No. 188/1 of Sancoale Village and hence their names are appearing on Form I & XIV of the said Survey No. 188/1 of Sancoale Village and the said entities provided public utilities and/or duly took possession of their respective areas and cordoned off the same from the rest of the property.
- K. The Goa Housing Board thereafter sub-divided their portion of land into smaller plots and sold the same to individual buyers, some of whom applied for mutation and got their names recorded in Form I & XIV of the said Survey No. 188/1 of Sancoale Village.
- L. Recently an area of 65905 square metres was partitioned from the SAID PROPERTY and allotted new Survey No. 188/1-A.
- M. Vide Deed of Sale dated 21.01.2021, Zuari Agro Chemicals Ltd., sold an area of 17669 square metres in the SAID PROPERTY to Zuari Global Ltd. and Zuari Global Ltd. thereafter got the said area partitioned from the SAID PROPERTY and allotted new Survey No. 188/1-B.
- N. The remaining land under said Survey No. 188/1 of Sancoale Village, i.e., the SAID PROPERTY, after Goa Electricity Department, Goa Housing Board and Public Water Works (PWD) of Govt. of Goa, acquired portions of land in the SAID PROPERTY and after the partitions mentioned at (L) and (M) above, remains with the VENDOR.
- O. Vide a document titled "Memorandum of Understanding" dated 14/10/2020 executed before Advocate & Notary Mrs. Harjit Kaur Gurmit Singh, under Reg. No. 3789/2020 dated




14/10/2020, which the parties hereto admit and acknowledge having executed, the VENDOR and CONFIRMING PARTY herein, agreed to sell a parcel of land to the PURCHASER herein, at an agreed rate of Rs. 3,000/- per sq.m admeasuring about 76463.88 square metres, consisting of four smaller parcels of land, one admeasuring 60,879.88 square metres under Survey No. 111/1 of Sancoale Village; another admeasuring 3761.04 square metres, another admeasuring 2208.76 square metres and another admeasuring 9614 square metres, all under Survey No. 188/1 of Sancoale Village.



P. The PURCHASER has now requested the VENDOR to convey the title of one of the smaller parcels of land, i.e., 2209.00 square metres (rounded off), being an undivided share of land located at north-eastern part of the property under Survey No. 188/1(p) more particularly described in Schedule-II hereunder written and annexed hereto as "Annexure-C" and hereinafter referred to as the "SAID UNDIVIDED SHARE OF LAND", which is intended to be subsequently partitioned and separated from the rest of the property under said Survey No. 188/1 of Sancoale Village and if desired by the PURCHASER, amalgamated on its southern side with the adjacent property under Survey No. 111/1, presently belonging to the CONFIRMING PARTY, which is consented to and agreed by the CONFIRMING PARTY and accordingly the VENDOR has agreed to convey the title of the SAID UNDIVIDED SHARE OF LAND to the PURCHASER, as desired by the PURCHASER.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. In consideration of an amount of Rs. 66,27,000/- (Rupees Sixty-six lacs, twenty-seven thousand only), out of which, an amount of Rs. 66,270/- (Rupees Sixty-six Thousand, Two Hundred Seventy only) is deducted by the PURCHASER and paid to the Government Account towards Tax Deduction at Source (TDS), on account of




VENDOR, vide Challan No. 04956 dated 04.01.2022 and the balance amount of Rs. 65,60,730/- (Rupees Sixty-five Lakhs, Sixty Thousand, Seven Hundred Thirty Only) is paid by the PURCHASER to the VENDOR vide bank transfer bearing UTR No. SIBLR52022010400082052 on 04.01.2022, which the VENDOR hereby admits and acknowledges having received, the VENDOR by these presents hereby indefeasibly grants, conveys, sells, transfers, assigns and assures unto the PURCHASER, all that SAID UNDIVIDED SHARE OF LAND, admeasuring 2209.00 square meters, more particularly described in Schedule-II hereunder written and hereinafter referred to as the "SAID UNDIVIDED SHARE OF LAND" 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 "SAID UNDIVIDED SHARE OF LAND", and every part thereof TO HAVE AND HOLD the "SAID UNDIVIDED SHARE OF LAND" and every part thereof hereby granted, conveyed and transferred absolutely forever.

2. From the date of execution of this Deed, the PURCHASER may hereafter peacefully and quietly possess and enjoy the "SAID UNDIVIDED SHARE OF LAND", hereby conveyed without any claims or demands whatsoever from the VENDOR or any person or persons claiming through or under it.
3. The VENDOR does hereby covenant with the PURCHASER as follows:
  - a) That the VENDOR is the lawful owner in title of the "SAID UNDIVIDED SHARE OF LAND"




- b) That the "SAID UNDIVIDED SHARE OF LAND" 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 "SAID UNDIVIDED SHARE OF LAND" hereby conveyed and transferred and the PURCHASER confirms having taken the possession of the same.
- d) That the VENDOR indemnify and keep indemnified the PURCHASER and save them harmless from any defect in title of the PURCHASER to the "SAID UNDIVIDED SHARE OF LAND" or any part thereof due to any other charge or encumbrance affecting the "SAID UNDIVIDED SHARE OF LAND" or due to any act of omission or commission of the VENDOR resulting in depriving the PURCHASER of the title and/or possession of the "SAID UNDIVIDED SHARE OF LAND" or any part thereof, save and except for statutory road widening provisions applicable to the "SAID UNDIVIDED SHARE OF LAND"
- 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 "SAID UNDIVIDED SHARE OF LAND" and every part thereof according to the true intent of this Deed.
4. The VENDOR hereby gives their no objection for carrying out mutation in the Survey Record of Rights in respect of the "SAID UNDIVIDED SHARE OF LAND", so as to include the name of the PURCHASER as occupant thereof in respect of the property surveyed under No. 188/1 of Sancoale Village.



A blue ink signature consisting of a stylized monogram.





5. The VENDOR hereby gives their no objection for carrying out partition of the "SAID UNDIVIDED SHARE OF LAND" from the rest of the SAID PROPERTY.
6. The CONFIRMING PARTY hereby gives their consent to this Deed and shall not demand any compensation from the PURCHASER for this parcel of land under the said Memorandum of Understanding dated 14/10/2020 referred to in Recital (O) above.
7. The VENDOR and the CONFIRMING PARTY hereby assure and undertake to sign all papers and complete all formalities for partition of the SAID UNDIVIDED SHARE OF LAND and to amalgamate the same with the parcel of land under Survey No. 111/1 admeasuring 60,880 square metres on its southern side, presently in the name of the CONFIRMING PARTY, to honour the terms of the said Memorandum of Understanding dated 14/10/2020 referred to in Recital (O) above, with the PURCHASER.
8. The VENDOR has obtained NOC bearing Ref. No. MPDA/7-Z-52/2021-22/84 dated 21.04.2021 from Mormugao Planning and Development Authority, for sale of the said undivided area 2209.00 sq. mtrs. in the SAID PROPERTY
9. The sale of the land is made at the agreed rate of Rs. 3,000/- per sq.m., which is higher than the Government notified land rates, and the stamp duty and registration fees are paid accordingly.



**SCHEDULE-I****(Description of the SAID PROPERTY)**

All that property known as GADEGAL, 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 and surveyed under Survey No. 188/1 of Sancoale Village, bounded on the North by the property bearing Sr. No. 185 of Sancoale Village, on the South by the property under Survey No. 134 & 135, on the East by National Highway 566 (earlier known as 17-B) and property under Survey No. 111/1 and on the West partly by the property bearing Sr. No. 186 & 187 of Sancoale Village and partly by public road.

**SCHEDULE-II****(Description of the "SAID UNDIVIDED SHARE OF LAND")**

ALL THAT PLOT, duly demarcated on ground, admeasuring 2209.00 square metres, being an undivided share of land under Survey No. 188/1(p), originally forming part of the SAID PROPERTY described in SCHEDULE-I hereinabove written, located at north-eastern side of the SAID PROPERTY, bounded on the North partly by a road and partly by compound wall of the property surveyed under Survey No. 188/1 of Sancoale Village occupied by SICGIL; on the South by the property surveyed under Survey No. 111/1 of Sancoale Village, on the East by National Highway 566 (earlier known as 17-B), and on the West, by the compound wall of the property surveyed under Survey No. 188/1 of Sancoale Village occupied partly by SICGIL and partly by Electricity Dept.

IN WITNESS WHEREOF, the parties hereto have herewith set and subscribed their respective hands on the day, month and year first hereinabove written.

*[Handwritten Signature]*  


*[Handwritten Signature]*

*[Handwritten Signature]*  




*Handwritten signature in blue ink over the portrait.*

SIGNED & DELIVERED BY THE  
WITHIN-NAMED VENDOR,  
**ZUARI AGRO CHEMICALS LIMITED**  
through its Authorized Signatory,  
MR. ANAND RAJADHYAKSHA

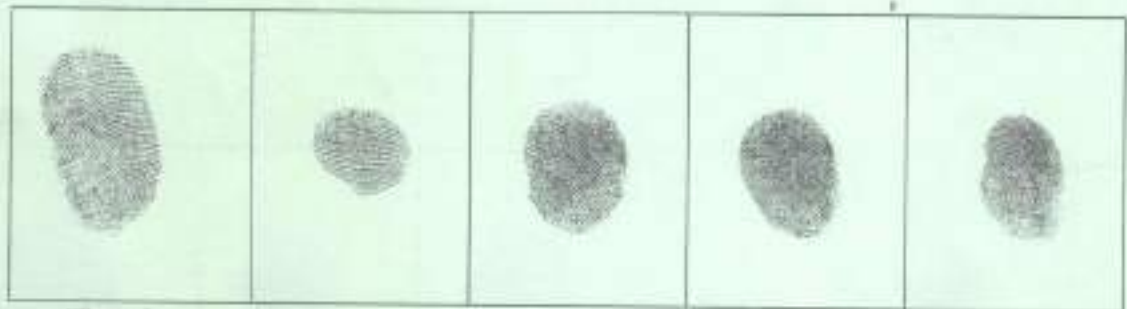


L.H.



Thumb

R.H.



Thumb



*Small handwritten mark in blue ink.*





*[Handwritten signature]*

SIGNED & DELIVERED BY THE  
WITHIN-NAMED PURCHASER,  
**PRIME BUILDERS,**  
through its Sole Proprietor,  
**MR. ANTHONY CEDRIC DIAS**

)  
) *For Prime Builders*  
) *[Handwritten signature]*  
) *(A. Cedric Dias)*  
) *Proprietor*  
)



**L.H.**



Thumb

**R.H.**



Thumb



*[Handwritten mark]*





IN THE PRESENCE OF WITNESSES:

1) SIGNATURE : 

NAME : STRATON T. DSOUZA.

2) SIGNATURE : 

NAME : REWA RITESH SAWANT AMONKAR









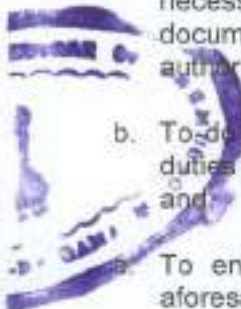


Certified true copy of the Resolution passed at the meeting of the Board of Directors of Zuari Agro Chemicals Limited held on Thursday, 3<sup>rd</sup> September, 2020

Sale of land totally admeasuring 12,58,409 square metres, approximately 311 acres to Zuari Global Limited

RESOLVED THAT in partial modification of the earlier resolution passed for sale of land totally admeasuring 12,58,409 square metres, approximately 311 acres to Zuari Global Limited, any one Director, Chief Financial Officer, Company Secretary, DGM- CSR, Public Relation & Estate be and are hereby severally authorized;

- a. To sign and execute the requisite sale deed, 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
  - b. 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 and
- To engage Advocate and incur necessary expenses in connection with registration aforesaid land, before the concerned authorities



For Zuari Agro Chemicals Limited

Nitin M. Kantak  
Executive Director



**ZUARI AGRO CHEMICALS LIMITED**

CIN No.: L65910GA2009PLC006177

Registered Office: Jaikisaan Bhawan, Zuarinagar, Goa - 403 726, India.

Tel: +0832 2592180, 2592181, 6752399

www.zuari.in



*For Prime Builders*

(A. Cecil Dias)  
Proprietor



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ZUARI GLOBAL LIMITED HELD ON MONDAY, 07<sup>TH</sup> SEPTEMBER 2020 AT 5<sup>TH</sup> FLOOR, TOWER - A, GLOBAL BUSINESS PARK, M G ROAD, SECTOR - 26, GURUGRAM - 122002, HARYANA, THROUGH VIDEO CONFERENCING**

**Authorisation for execution of Memorandum of Understanding/Agreement for Sale/Sale Deed/Lease of Land**


"RESOLVED THAT the approval of the Board of Directors be and is hereby accorded to sell/lease the portion of land with respect to land parcels owned by the Company at Goa or any other place.

RESOLVED FURTHER THAT, any one Director including Managing Director, Chief Financial Officer, Company Secretary of the Company, Mr. Vijayamahantesh V. Khannur, Mr. Sachin Patil, Mr Damodar P. Kuncolienkar, be and are hereby severally authorized to negotiate, finalize, agree and settle the terms and conditions for sale of the aforesaid lands at the most advantageous price.

RESOLVED FURTHER THAT any one Director including Managing Director, Chief Financial Officer, Company Secretary of the Company, Mr. Vijayamahantesh V. Khannur, Mr. Sachin Patil, Mr Damodar P. Kuncolienkar, be and are hereby severally authorized;

- a. 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;
- b. 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;
- 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 lands; and
- d. 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.

**Certified True Copy,  
For ZUARI GLOBAL LIMITED**

  
**Laxman Aggarwal**  
 Company Secretary  
 M. No. A-19861



**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 Fax: +91 124 421 2046  
 Website : www.adventz.com, E-mail: ig.zgl@adventz.com  
 Regd. Off : Jai Kisaan Bhawan, Zuarinagar, Goa - 403726



**For Prime Builders**

  
 (A. Cedric Dias)  
 Proprietor









**Government of Goa**

**Document Registration Summary 2**

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

Print Date & Time : - 05-Jan-2022 12:11:11 pm

Document Serial Number :- 2022-MOR-16

Presented at 10:20:42 am on 05-Jan-2022 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	232000
2	Registration Fee	198810
3	Mutation Fees	2500
4	Processing Fee	780
<b>Total</b>		<b>434090</b>

Stamp Duty Required :232000/-

Stamp Duty Paid : 232000/-

Presence

Sr.No	Party Name and Address	Photo	Thumb	Signature
1	Anthony Cedric Dias ,Father Name:Late Albert Dias, Age: 59, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Prime House, Miraton Gardens, Chicalim, Goa, Address2 - , PAN No.: ABQPD4957Q			




Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anand Rajadhyaksha , , Age: , Marital Status: ,Gender:,Occupation: , Jal Kisaan Bhawan, Zuarinagar, Goa, PAN No.: AAACZ3924H			
2	Anthony Cedric Dias , Father Name:Late Albert Dias, Age: 59, Marital Status: Married ,Gender:Male,Occupation: Business, Prime House, Miraton Gardens, Chicalim, Goa, PAN No.: ABQPD4957Q			
3	Damodar P Kuncollenkar , . Age: , Marital Status: ,Gender:,Occupation: , Jal Kisaan Bhawan, Zuarinagar, Goa, PAN No.: AAACZ0306P			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Straton Thomas DSouza, Age: 36, DOB: 1985-06-06 , Mobile: 7756031710 , Email: , Occupation: Service , Marital status : Married , Address: 403515, 1737 Salpam Bardez Candolim Goa, 1737 Salpam Bardez Candolim Goa, Candolim, Bardez, NorthGoa, Goa			

Sr.NO	Party Name and Address	Photo	Thumb	Signature
2	Name: Nicolau Da Silva, Age: 52, DOB: 1969-06-22, Mobile: 9823510276, Email: , Occupation: Service, Marital status: Married, Address: 403711, House No. 126 Near Mohidin Industries Chicalim Goa, House No. 126 Near Mohidin Industries Chicalim Goa, Chicalim, Mormugao, South Goa, Goa			

Sub Registrar

**SUB-REGISTRAR**  
**MORMUGAO**

Document Serial Number :- 2022-MOR-16



Document Serial No:-2022-MOR-16

Book :- 1 Document

Registration Number :- **MOR-1-19-2022**

Date : 05-Jan-2022

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

**SUB - REGISTRAR  
MORMUGAO**