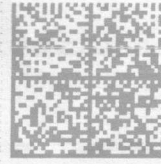


(Rupees Twenty Lakhs Only)

Phone No:
Sold To/Issued To:
PRIME BUILDERS
For Whom/ID Proof:
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₹ 2000000/-
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Other
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3815299 35/02/03/2021-RDI

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

Aboula
AUTHORISED SIGNATORY

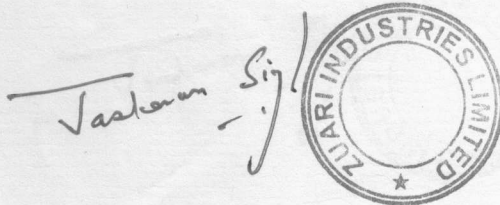
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MR. ANTHONY CEDRIC DIAS



1

DEED OF SALE



[Signature]

(Rupees Twenty Lakhs Only)

Phone No:
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PRIME BUILDERS
For Whom/ID Proof:
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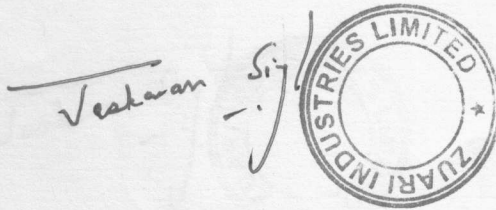
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2

DEED OF SALE



(Rupees Twenty Lakhs Only)

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Sold To/Issued To:
PRIME BUILDERS
For Whom/ID Proof:
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FOR CITIZEN CREDIT
CO-OP. BANK LTD.

Abhishek
AUTHORISED SIGNATORY



3

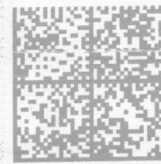
DEED OF SALE

Jashwan *Sig*
ZUARI INDUSTRIES LIMITED

[Signature]

(Rupees Eight Lakhs Ninety One Thousand Only)

Phone No:
Sold To/Issued To:
PRIME BUILDERS
For Whom/ID Proof:
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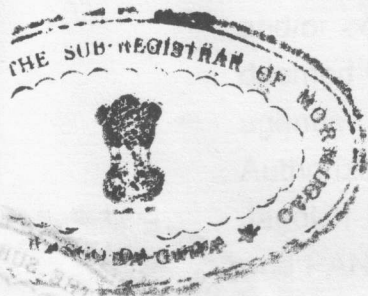
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₹ 0891000/-
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Other
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3816299 35/02/03/2021-RDI

FOR CITIZENCREDIT
CO-OP. BANK LTD.

Signature
AUTHORISED SIGNATORY



DEED OF SALE

Signature
ZUARI INDUSTRIES LIMITED

This Deed of Sale is executed at Vasco-Da-Gama, Goa, on this the 11th day of the month of January, in the Year Two Thousand and Twenty-three (2023)

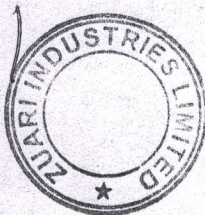
BETWEEN

ZUARI INDUSTRIES LIMITED (formerly known as ZUARI GLOBAL LIMITED, now renamed as Zuari Industries Ltd., 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), 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 55 years, holder of Aadhar Card No. [REDACTED] and PAN Card No. [REDACTED], residing at F1, 702, Uniworld City, Sector 10, Gurgaon - 122001, who is duly authorized by a Letter of Authority dated 09.01.2023 issued pursuant to the Resolution of the Board of Directors dated 13th August 2022, annexed hereto as "**Annexure-A**", of the **FIRST PART**;

AND

PRIME BUILDERS, a Proprietorship Firm, having its Office at 2nd Floor, "Prime Corner", Vasco-da-Gama, Goa, hereinafter referred to as the "**PURCHASER**" (which expression unless repugnant to the context or meaning thereof shall also mean and include its legal heirs, legal representatives, executors, administrators, successors and assigns) represented herein by its Proprietor, MR. ANTHONY CEDRIC DIAS, Indian National, holder of PAN No. [REDACTED] and Aadhar No. [REDACTED], aged 60 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 the VENDOR is the absolute, sole, exclusive owner in possession enjoying good, marketable, exclusive and absolute title to all that separate, distinct, partitioned parcel of land bearing Survey No. 188/1-B of Sancoale Village with an area of 17,669 square metres, as per Survey Plan annexed hereto as "Annexure-1", earlier being a part of a larger property known as GADEGAL, situated at Sancoale, surveyed under Survey No. 188/1 of Sancoale Village, not registered in the Land Registration Office nor enrolled in the Taluka Revenue office, now separated by way of partition and resulting in the said parcel of land bearing Survey No. 188/1-B of Sancoale Village, more particularly described in Schedule-I hereunder written and hereinafter called the "**SCHEDULED PROPERTY**"

AND WHEREAS:

- B. 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) and communicated vide Letter No. RD/COM/441/68 dated 06/01/1969 of Revenue Department and 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.



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C. 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. I, Volume No. 1, the Comunidade of Sancoale gave on lease various lands identified therein to the said Birla Gwalior Private Limited together admeasuring 499 Ha. 9500 sq.m. (Four hundred ninety-nine hectares and nine thousand five hundred square metres) under various Division (Lote) Numbers presently surveyed under new Survey Numbers, to the said Birla Gwalior Private Limited. The property bearing Survey No. 188/1 of Sancoale Village was a part of the leased lands (partly corresponding to Lote bearing Old Cadastral No. 14342 L.R. No. LXII) and one other Lote No.

D. 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 Ltd. by an Indenture of Assignment dated 04.12.1969 duly registered with the Sub Registrar of Mormugao on 22.12.1969 under Reg. No. 287, Book No. I, Volume No. 4.

E. 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 by a Deed of Conveyance dated 31.03.1971, which was duly registered with the Sub Registrar of Mormugao on 26.06.1971 under Reg. No. 167 at pages 335 to 358. Book No. I, Volume No. 9 and since 31.03.1971, said Zuari Agro Chemicals was vested with absolute title to the said lands conveyed to it.

F. The name of Zuari Agro Chemicals Ltd. was later changed to Zuari Industries Ltd. 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.

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- G. There was a transfer of undertakings between "Zuari Industries Ltd." 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 19/2011 the property bearing Survey No. 188/1 of Sancoale Village admeasuring an area of 199575 square metres, got transferred in the name of Zuari Holdings Ltd.
- H. Subsequently, the name of "Zuari Holdings Ltd." was changed to "Zuari Agro Chemicals Ltd." as per the Certificate of Incorporation dated 28.09.2012 issued by the Registrar of Companies. Thus, the property bearing Survey No. 188/1 of Sancoale Village admeasuring an area of 199575 square metres came to be owned by "Zuari Agro Chemicals Ltd." w.e.f. 28.09.2012.
- I. The name of "Zuari Industries Ltd." was changed to "Zuari Global Ltd." as per the Certificate issued by the Registrar of Companies dated 26.06.2012.
- J. However, the name of "Zuari Global Ltd." was again changed to "Zuari Industries Ltd." vide "Certificate of Incorporation pursuant to change of name" dated 16.06.2022. [Hence whenever and wherever the name Zuari Global Ltd. appears herein it shall mean Zuari Industries Ltd. with effect from 16.06.2022, as the need for interpretation may so require.]
- K. In the meantime, vide a prior Agreement for Sale dated 28.03.2014 between Zuari Agro Chemicals Ltd. and Zuari Global Ltd., Zuari Agro Chemicals agreed to sell to Zuari Global Ltd., a total of fourteen (14) different properties, one of which was undivided land, in two parcels, together admeasuring 27283 square metres, under Survey No. 188/1(p) of Village Sancoale, listed in the Schedule to the said Agreement for Sale dated 28.03.2014 at Serial Number Nine (9) therein and identified on a plan prepared by the parties, and on the same date of the Agreement, the said Zuari Global Ltd. paid the full agreed consideration of all fourteen (14) properties, including the said undivided area of land, in two parcels, together admeasuring 27283 square metres, to Zuari Agro Chemicals



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Ltd., who thereafter handed over the possession of all the fourteen properties to Zuari Global Ltd.

- L. Zuari Agro Chemicals Ltd. and Zuari Global Ltd. had represented to the PURCHASER that the said undivided land, in two parcels, together admeasuring 27283 square metres bearing Survey No. 188/1(p) of Sancoale Village was free from encumbrances of whatsoever nature and that they enjoyed a clear, marketable and transferrable title to the said undivided land, and based upon that representation, the PURCHASER after undertaking a thorough due diligence had evinced interest to purchase and develop a part of the said land, admeasuring 17669 square metres (out of 27283 square metres), which part of land was identified by the parties on a plan and accordingly, the said Zuari Agro Chemicals Ltd. and said Zuari Global Ltd. had executed a Memorandum of Understanding dated 15.02.2020 (MOU), with Prime Builders (the PURCHASER herein), registered before Notary Public Adv. Ms. Harjit Kaur Gurmit Singh under Reg. No. 720/2020, whereby it was agreed to sell the said parcel of land admeasuring 17,669 square metres (the SCHEDULED PROPERTY herein) to Prime Builders, as per plan therein attached as Annexure-2 to the said MOU, at or for a price and on other terms and conditions therein mentioned.

Thereafter, in pursuance of its Agreement for Sale dated 28/3/2014 with Zuari Global Ltd. and to facilitate the partition of the said parcel of land admeasuring 17,669 square metres from the rest of the property under Survey No. 188/1 of Sancoale Village, said Zuari Agro Chemicals Ltd. sold the land admeasuring 17,669 square metres to said Zuari Global Ltd. vide a Deed of Sale dated 21.01.2021, registered with the Sub-Registrar of Mormugao under Registration No. MOR-1-100-2021 dated 21.01.2021.

- N. Subsequently, said Zuari Global Ltd. got the said land admeasuring 17,669 square metres partitioned from the rest of the bigger property under Survey No. 188/1, at the cost and expense of the PURCHASER, vide Order of the Inspector of Survey & Land records, bearing Reference No. 3/ISLR/MOR/PART/155/2021 dated 09.11.2021 and the partitioned land parcel of 17,669 square metres in the name of Zuari Global Ltd. was

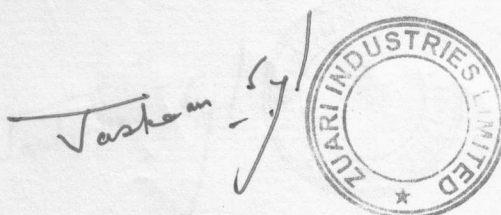
Jashwan *Sig*  

allotted Survey No. 188/1-B of Village Sancoale i.e., the SCHEDULED PROPERTY herein, the SCHEDULED PROPERTY being the subject matter of this Deed, to the exclusion of any other property under Survey No. 188/1.

- O. 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 Registration Act 1908 with the Sub-Registrar of Mormugao Taluka.

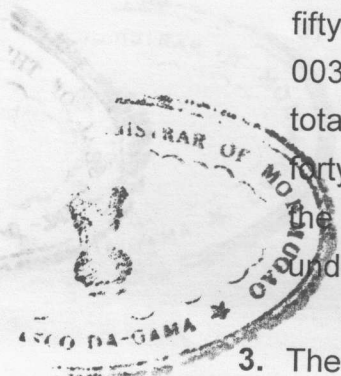
NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of the sum of Rs. 11,48,48,500/- (Rupees Eleven crores, forty-eight lakhs, forty-eight thousand, five hundred only), which the PURCHASER has fully paid to the VENDOR as per details in Clause (2) below, and which the VENDOR admits and acknowledges having received, the VENDOR does hereby indefeasibly grant, convey, sell, transfer, assign and assure unto the PURCHASER all that separate and distinct property bearing Survey No. 188/1-B of Sancoale Village with an area of 17,669 square metres, i.e., the SCHEDULED PROPERTY herein, together with benefits and advantages, rights, liberties, easement and privileges, appendages and appurtenances whatsoever 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 in 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. The PURCHASER had paid to the VENDOR, an amount of Rs. 3,86,10,000/- (Rupees Three crores, eighty-six lakhs, ten thousand, only), through two bank transfers; (1) vide UTR No. INDB0000005 for Rs.



50,00,000/- (Rupees Fifty lakhs only) on 21/1/2020 and (2) vide UTR No. SRCBR92020021500018126 for Rs. 3,36,10,000/- (Rupees Three crores, thirty-six lakhs, ten thousand only) on 15/2/2020, and in addition thereof, the PURCHASER has on the same day, i.e., 15/2/2020 paid an amount of Rs. 3,90,000/- (Rupees Three lakhs, ninety thousand only) as tax deducted at source (TDS) on the account of the VENDOR, vide Challan No.00145, together in all, amounting to Rs. 3,90,00,000/- (Rupees Three crores, ninety lakhs, only) which the VENDOR hereby admits and acknowledges having received. In addition, the PURCHASER incurred an expenditure of Rs. 23,80,968/- (Rupees Twenty-three lakhs, eighty thousand, nine hundred sixty-eight, only) on behalf of the VENDOR as per details on the PURCHASER's Letter addressed to the VENDOR bearing Ref. No. PB/01/2021/026 dated 21.1.2021 and incurred a further expenditure of Rs. 49,80,000/- on other expenses which the VENDOR accepts, and after adjusting the aforesaid amounts of Rs. 3,90,00,000/- and Rs. 23,80,968/- and Rs. 49,80,000/-, a balance of Rs 6,84,87,532/- remained to be paid to the VENDOR, and accordingly the PURCHASER has transferred an amount of Rs. 6,77,29,047/- (Rupees Six Crore, seventy-seven lakhs twenty-nine thousand, forty-seven, only) to the VENDOR vide UTR No. SIBLH23011332325 on 11.01.2023, and further the PURCHASER has paid TDS of Rs. 7,58,485/- (Rupees Seven lakhs, fifty-eight thousand, four hundred eighty-five, only), vide Challan No. 00327 on the account of the VENDOR, in full and final settlement of the total price consideration of Rs. 11,48,48,500/- (Rupees Eleven crores, forty-eight lakhs, forty-eight thousand, five hundred, only) for the sale of the SCHEDULED PROPERTY by the VENDOR to the PURCHASER, under these presents.

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



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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, if 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 SCHEUED PROPERTY.



- 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 SCHEDULE 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 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 are no difficulties, legal or otherwise for the sale, transfer, assignment of the SCHEDULED PROPERTY which is absolutely free from encumbrances and there is no attachment or notices from the Central and State Government or any other local body or authority under or any schemes or legislative enactment or any other Act or statue, law or regulation affecting the SCHEDULED PROPERTY.
9. The VENDOR confirms that there is no ongoing litigation or any legal proceedings before any Court/Authorities in Goa/India affecting the SCHEDULED PROPERTY or any part thereof.
10. The VENDOR, at the time of execution of the present Deed of Sale, has not entered into any agreement for sale, memorandum of understanding and/or any other written or oral arrangement/agreement/understanding with any third party, 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 carrying out the said mutation in the Survey Record of Rights in respect of the SCHEDULED PROEPRTY.

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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.
14. The VENDOR hereby irrevocably confirms the delivery of the vacant and peaceful possession of the SCHEDULED PROPERTY to the PURCHASER.
15. The VENDOR hereby declares that the SCHEDULED PROPERTY in transaction, does not belong to the Schedule Caste/Schedule Tribe.

SCHEDULE-I

(Description of the SCHEDULED PROPERTY)

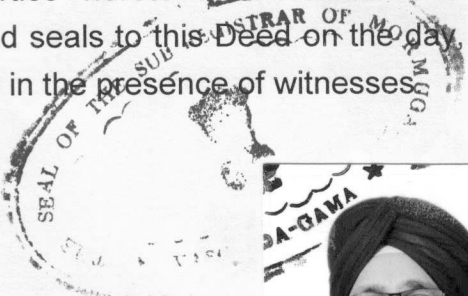
All that separate, distinct, partitioned parcel of land bearing Survey No. 188/1-B of Sancoale Village with an area of 17,669 square metres, as per Survey Plan annexed hereto as "Annexure-1", earlier being a part of a larger property known as GADEGAL, situated at Sancoale, surveyed under Survey No. 188/1 of Sancoale Village, not registered in the Land Registration Office nor enrolled in the Taluka Revenue office, now separated from the rest of the property under Survey No. 188/1 of Sancoale Village by way of partition under new Survey No. 188/1-B of Sancoale Village with an area of 17,769 sq.m., situated at Sancoale, bounded on the north by remaining part of the property under Survey No. 188/1 occupied by Housing Board; on the south and on the east by the remaining part of the property under Survey No. 188/1 occupied by/in the possession of Electricity Dept. and on the west by public road.

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[Signature]

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



Jaskaran Singh

Signed, sealed and delivered by
Within-named **VENDOR,**
ZUARI INDUSTRIES LIMITED,
through its Authorised Signatory,
Mr. Jaskaran Singh

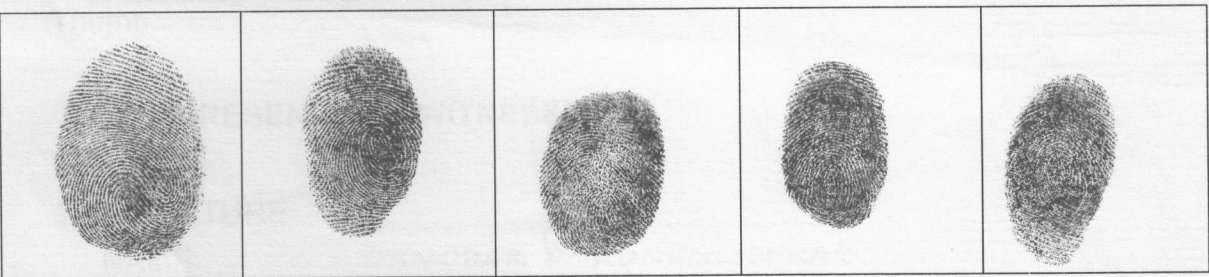
Jaskaran Singh

left hand impression



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right hand impression



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Jaskaran Singh

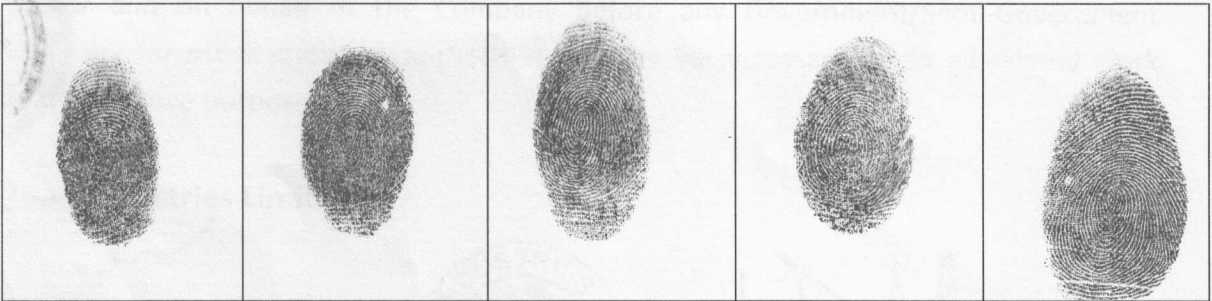


Signed, sealed and delivered by
the within-named **PURCHASER**,
PRIME BUILDERS, through its
Proprietor, Mr. Anthony Cedric Dias

For Prime Builders

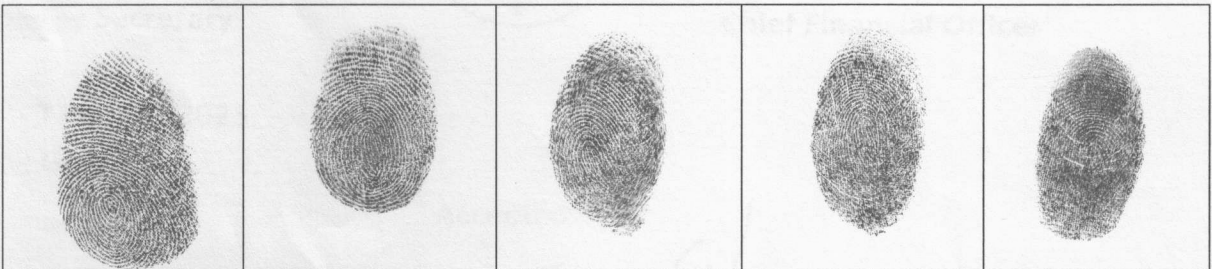
(A. Cedric Dias)
Proprietor

left hand impression



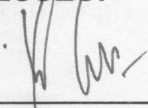
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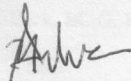
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IN THE PRESENCE OF WITNESSES:

1) SIGNATURE : 
NAME : DAMODAR P. KUNKOLIENKAR

2) SIGNATURE : 
NAME : NICOLAU DA SILVA







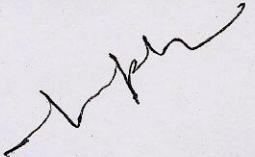
LETTER OF AUTHORITY

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. [REDACTED] and PAN No. [REDACTED], residing at F1, 702, Uniworld City, Sector 3-, Gurgaon – 122001, in pursuance to the Board Resolution dated 13th August 2022 passed by Zuari Industries Limited (formerly "Zuari Global Ltd") (hereinafter referred to as "the Company"), having its Registered Office at Jai Kisaan Bhawan, Zuarinagar, Goa 403726.

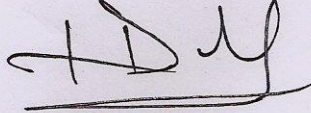
Vide this Letter of Authority, Mr. Jaskaran Singh is hereby authorized to sign and execute, on behalf of the Company, the Deed of Sale of the Company's property bearing Survey No. 188/1-B of Sancoale Village, admeasuring 17,669 square metres, situated at Sancoale, Goa, in favour of Prime Builders, 2nd Floor, "Prime Corner", Vasco da Gama, Goa, and to admit the said document for registration at the Office of the Sub-Registrar of Mormugao Taluka at Vasco da Gama, Goa, as required under the law and also to appear before the Registering authorities.

Mr. Jaskaran Singh is further authorized to sign any other documents, applications, forms, undertakings, papers, 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 to do all related work towards the above purpose.

For Zuari Industries Limited


Laxman Aggarwal
Company Secretary

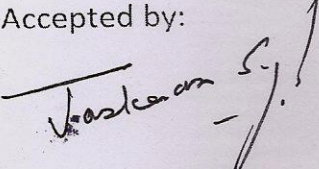



Nishant Dalal
Chief Financial Officer

Date: 9 January 2023

Place: Gurgaon

Accepted by:



Jaskaran Singh

ZUARI INDUSTRIES LIMITED

(formerly Zuari Global Limited)

CIN No.: L65921GA1967PLC000157

Corp. Off : 5th Floor, Tower – A, Global Business Park, M. G. Road, Sector 26,
Gurugram – 122 002, Haryana India

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

Website : www.adventz.com, E-mail: ig.zgl@adventz.com

Regd. Off : Jai Kisaan Bhawan, Zuarinagar, Goa - 403726



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

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

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

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

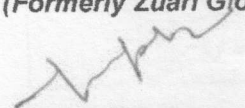
RESOLVED FURTHER THAT the authorized signatories as mentioned above, be and are hereby authorized jointly;

- 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 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 Kisaan Bhawan, Zuarinagar, Goa - 403726



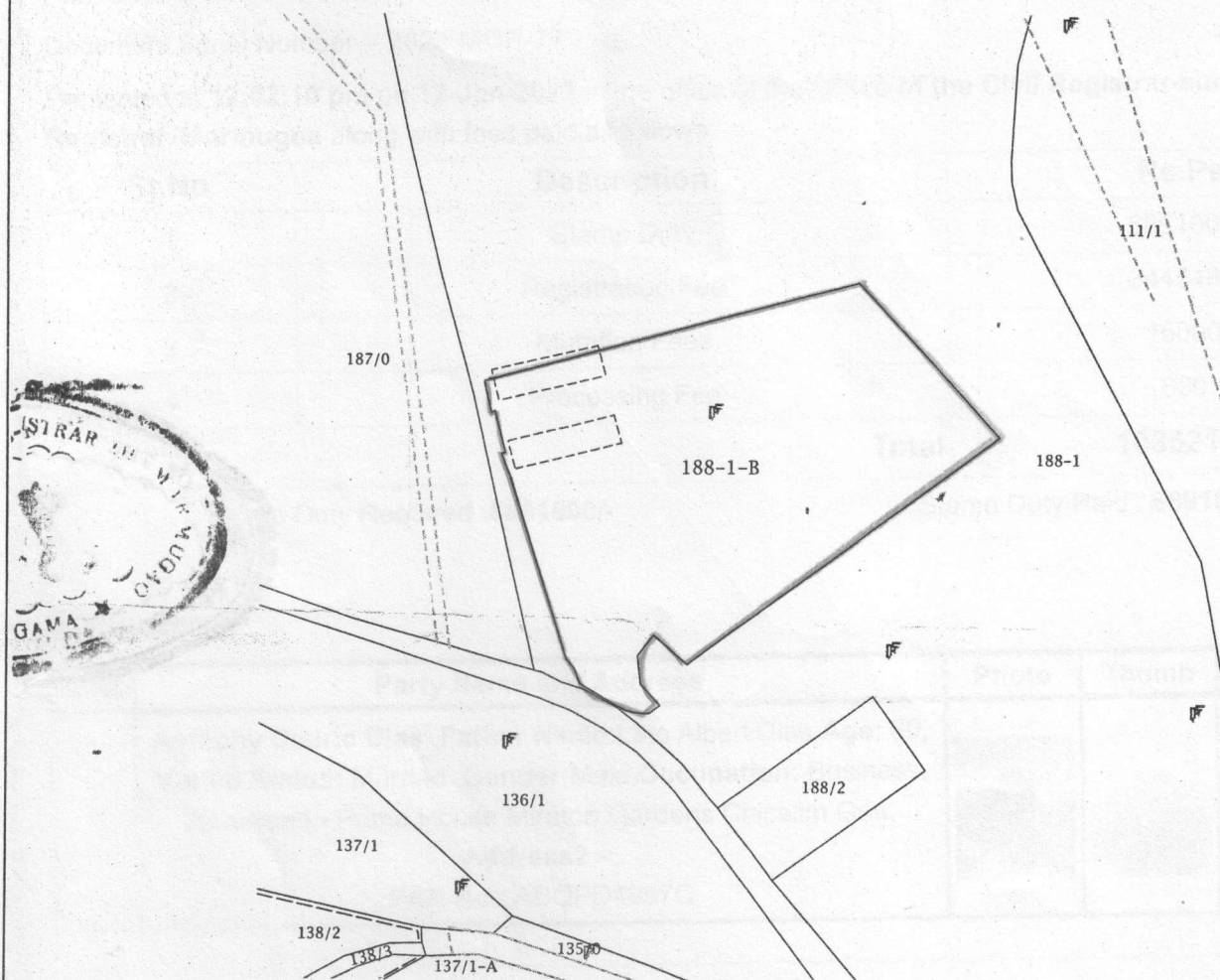
Government Of Goa
Directorate of Settlement and Land records
Plan

Appln Date :24-11-2022

Ref. No.:



Scale 1:2000

*For Prime Builders*

(A. Cedric Dias)
 Proprietor

Tasharan Sig



No Plot Information



Government of Goa

Document Registration Summary 2

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

Print Date & Time : - 12-Jan-2023 12:09:00 pm

Document Serial Number :- 2023-MOR-77

Presented at 12:02:10 pm on 12-Jan-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	6891000
2	Registration Fee	3445460
3	Mutation Fees	15000
4	Processing Fee	680
Total		10352140

Stamp Duty Required :6891000/-

Stamp Duty Paid : 6891000/-

Presenter

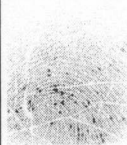
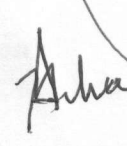
Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anthony Cedric Dias ,Father Name:Late Albert Dias, Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Address1 - Prime House Miraton Gardens Chicalim Goa, Address2 - , PAN No.: [REDACTED]			

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anthony Cedric Dias , Father Name:Late Albert Dias, Age: 60, Marital Status: Married ,Gender:Male,Occupation: Business, Prime House Miraton Gardens Chicalim Goa, PAN No.: [REDACTED]			
2	Jaskaran Singh , Father Name:Jagdish Singh, Age: 55, Marital Status: ,Gender:Male,Occupation: Service, H No 76 Holy Enclave Holy City Amritsar Punjab 143001, PAN No.: [REDACTED]			

Witness:

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

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: Damodar P Kuncolienkar, Age: 64, DOB: 1958-02-02, Mobile: 9112060451, Email: , Occupation: Service, Marital status : Married, Address: 403002, Flat No. 321 Kamat Royale Bldg 9 Kerant Caranzalem North Goa Tiswadi Goa, Flat No. 321 Kamat Royale Bldg 9 Kerant Caranzalem North Goa Tiswadi Goa, Taleigao, Tiswadi, North Goa, Goa			
2	Name: Nicolau Da Silva, Age: 53, 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 :- 2023-MOR-77



Book :- 1 Document
Registration Number :- MOR-1-84-2023
Date : 12-Jan-2023

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

SUB - REGISTRAR
MORMUGAO



DEED OF SALE