

766854

5000/23

DEED OF ALLOTMENT

-: Property Schedule:-

Office No. **J-304** being constructed on lease hold land admeasuring 143825.40 sq.mts. carved out from land bearing Block No. 177 of Village-Khajod, Taluka-Majura, District-Surat

Promoter/ Bourse

SDB Diamond Bourse

The Member- Allottee

KAPU GEMS LLP

Mo.: 98790 54755
98988 88151

**B. N. Antala
N. B. Patel**

Advocate
7, Shreeji Aavas, Minibazar,
varachha Road, Surat



e-Challan
Inspector General of Registration
Revenue Department
Government of Gujarat

SRT/5/ALN
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2023

Application No (અરજી નંબર)	20231100766854	Printed On (પ્રિંટ કર્યા તારીખ)	29/04/2023 18:59:15
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Transaction No (ટ્રાંઝેક્શન નંબર)	Account Head (ખાતાનું હેડ)	Amount (Rs.) (રકમ)	Bank CIN (બેંક સી.આઇ.એન)	Date (તારીખ)	Bank Branch (બેંક શાખા)
20230408412662426	Registration Fee (0030-03-104-00)	157320.00	5700001355100300804 2361221	08-04-2023	SBIEPAY
Page Fee (પેજ ફી)	(40) 800	Other (અન્ય)	0	Postage (પોસ્ટેજ)	0.00
Registration Fee (નોંધણી ફી)	156520.00	Fee Exemption (ફી માફી?)	No	અવેજ ની રકમ	15651481.00
Total Amount (કુલ રકમ)	157320.00	In Words (શબ્દોમાં)	Rupees One Lac Fifty Seven Thousand Three Hundred Twenty Only		


Payee Details (નાણા ભરનારની વિગત)			
Name (નામ)	SDB DIAMOND BOURSE	Office District (કચેરીનો જિલ્લો)	SURAT
Address (સરનામું)		Office Name (કચેરીનું નામ)	S.R.O-Surat - 5 Althan
Mobile (મોબાઇલ નંબર)	7227034502	E-Mail (ઈ-મેલ)	admin2@sdbbourse.com
PAN (પાન નંબર)		Year (વર્ષ)	2023-2024 One time

Property Details (મિલકતની વિગત)
Moje - Khajod, Ta- Majura, Dist- Surat, Block No. - 177, Surat Diamond Bourse Unit No.-304,

Remarks (ટીપ્પણી)

For, SDB DIAMOND BOURSE

Authorized Signatory


સરનામું
સુરત-૫(અ.અ.સ.સ.)

નોંધ:

- ગુજરાત નોંધણી ફી ઇ-પેમેન્ટ અને રીફંડ નિયમો, ૨૦૨૦ના નિયમ ૪(૭) અનુસાર નોંધણી ફીનું ઇ-ચલણ ચાર માસ સુધી જ માન્ય ગણાશે.
- ગુજરાત સ્ટેમ્પ અધિનિયમ ૧૯૫૮ની કલમ ૫૨ અનુસાર ઇ-ચલણથી ભરેલ સ્ટેમ્પ ડ્યુટીની સમય મર્યાદા ડ્યુટી ભર્યાના ૬ મહિના સુધીની છે.
- ઇ-ચલણમાં ભેડભાડ કરવી કે ખોટું ચલણ બનાવવું ફોજદારી ગુનો બને છે.



IN-GJ50704464818259V

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹ 7,67,000



सत्यमेव जयते



Certificate No. : IN-GJ50704464818259V
Certificate Issued Date : 24-Apr-2023 01:43 PM
Account Reference : IMPACC (AC)/ gj13316811/ NANPURA/ GJ-SU
Unique Doc. Reference : SUBIN-GJGJ1331681127349318091178V
Purchased by : KAPU GEMS LLP
Description of Document : Article 20(a) Conveyance - Immovable Property
Property Description : DI-SURAT TA-MAJURA, MOJE-KHAJOD, B.NO.177,
SURAT DIAMOND BOURSE, UNIT NO.J304
Consideration Price (Rs.) : 1,56,51,481
(One Crore Fifty Six Lakh Fifty One Thousand Four
Hundred And Eighty One only)
First Party : KAPU GEMS LLP
Second Party : सत्यमेव जयते
SDB DIAMOND BOURSE
Stamp Duty Paid By : KAPU GEMS LLP
Stamp Duty Amount(Rs.) : 7,67,000
(Seven Lakh Sixty Seven Thousand only)

₹ 7,67,000



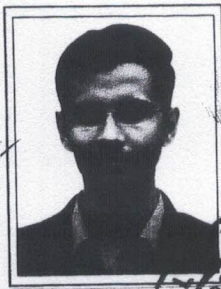
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Statutory Alert:

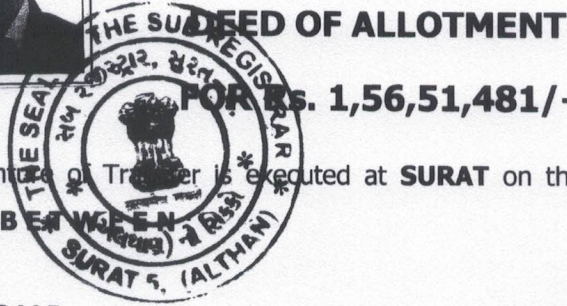
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



For, SDB DIAMOND BOURSE

(CONVEYANCE)

Authorized Signatory



This Instrument of Transfer is executed at SURAT on this 9th day of May, 2023 by and between

KAPU GEMS LLP
REGISTRATION NO.-AADFK3266D

PARTNERSHIP FIRM AUTHORIZED DEDICATED PARTNER,
DEEPAKALBHAI KALUBHAI PATEL

aged about 70 Years,

Add.: PLOTNO.96/A/2/1, 96/A/2/1,SR NO.403/2,TPS-III,VASTA DEVDI ROAD,KATARGAM,SURAT-395004.



(hereinafter called and referred to as "**the Member-Allottee**" which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include hisheirs executors, successors, administrators and assigns) of the **ONE PART.**

AND

SDB Diamond Bourse, (PAN : AAVCS2416E), a company registered and incorporated as Sec. 8(1) company under The Companies Act, 2013 with Registrar of Companies, Gujarat at CIN U74140GJ2014NPL081370, Dt.28.11.2014, having its registered office at: 67, 1st floor, Tapti Exports, Gotalawadi, Katargam, Surat -395004, by the hands of its authorized signatory **HIRENGIRI SURESHGIRI GOSVAMI** Aged about 27 years, Service by occupation, Address as above.

(hereinafter called and referred to as "**the party of the second part**" which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns)of the **OTHER PART.**

WHEREAS :

For, SDB DIAMOND BOURSE

(1) The traders and manufacturers of Diamond and its jewelry formed a Bourse under the name and style "SDB Diamond Bourse" under the license bearing No. 104567 Dt. 17.10.2014 u/s. 8(1) of the Companies Act, 2013 from Ministry of Corporate Affairs, Government of India and pursuant thereto, the said company is incorporated with Registrar of Companies, Gujarat at CIN U74140GJ2014NPL081370 on Dt.28.11.2014.

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14
FOR. KAPU GEMS LLP							

Bourse:

Member-Allottee:

Designated Partner

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- (2) On representation and submission of the representatives of SDB Diamond Bourse, the State Government recognized the need of the hour and by resolution Dt. 29.05.2015 of Revenue Department, State of Gujarat set a part about H 561- 98 Are land of Government land bearing Block No. 177 of Village Khajod, Taluka Majura, District Surat for establishment of Diamond Research And Mercantile City Company Ltd. (For short DREAM CITY) and granted lease of the said land in favour of DREAM CITY.
- (3) By resolution Dt. 17.10.2016, bearing No. Dream city/36 of Diamond Research And Mercantile City Company Ltd., a portion admeasuring 35.54 acres, ie. 143825.40 sq.mts. (more particularly described in the First Schedule hereunder written and hereinafter referred to as "the project land') carved out from the total holding of Dream City was set a part for Surat Diamond Bourse, promoted by SDB Diamond Bourse (Promoter) on the terms and conditions stipulated therein.
- (4) By indenture of lease Dt. 13.04.2017, registered in the office of Sub Registrar Surat/5/Althan Surat at Sr. No. 3038 of book No. 1 on Dt.13.04.2017, the Dream City has granted lease of the said project land for a period commencing on Dt. 17.10.2016 and expiring on Dt.16.10.2115 on the terms and conditions stipulated therein.
- (5) By Corrigendum Dt. 15.12.2018, registered in the office of Sub Registrar Surat/5/Althan at Sr. No. 9940 of book No. 1 on Dt. 15.12.2018, the mistake in the aforesaid lease deed has been corrected.
- (6) Under the terms of lease deed, the bourse was enjoined to deposit a sum of Rs. 626,96,94,367/- by way of purchase price of development rights on the said land by installments as stated in theaforesaid lease deed.
- (7) By resolution Dt. 05.02.2015 of the Bourse, all the members of the bourse were requested to notify their requirements in the Estate of the Bourse and were called upon to deposit pro-rata advance payments for making provision of land and development cost of theproject.
- (8) The Bourse has take-up this project only to meet with the requirements of its members and has no profit motive for thesame.
- (9) Under the scheme of the Bourse, only those who are engaged in business of diamond manufacturing and trading and also in diamond jewelry, colored /natural stone manufacturing, processing & trading and all supportive, ancillary and auxiliary services are eligible to become property/trade members of the bourse and can be allotted commercial premises in the estate of the bourse onsuch terms and conditions as may be imposed by the bourse from time to time. The

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DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.11P

Bourse:

Member-Allottee: 
 Designated Partner

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members are required to give their due share by way of contributions to the land and building fund of the Bourse oncost sharing basis and shall also be required to contribute for the maintenance and upkeep of the complex from time to time. Even default by the members in observing the rules and regulations of the Bourse will entail in termination of membership and such members will lose right to hold premises. They will be required to surrender the premises to the bourse and their contribution for acquiring the premises shall stand forfeited unless they are permitted to transfer their unit in favour of any other member/ proposed eligible member of the bourse subject to such terms and conditions as the Bourse may frame from time to time.



- (10) Special purpose designated premises in the complex shall be used or allowed to be used by banking, insurance and other auxiliary services operating in the field on lease/ license basis and income thereof will be appropriated by the bourse for common purpose. The use of premises in the complex shall always be subject to rules and regulations made by the bourse, from time to time, for the overall betterment of the trade and industry and all the members shall be obliged to observe the same.
- (11) The Bourse proposes to construct the complex from the contributions of the members and its completion will depends on timely contributions. The Directors of the Company are only leadingmerchants and manufacturers in Diamond trade and industry and have agreed to serve on the board of directors voluntarily without any remuneration or profit.
- (12) Bourse is not a promoter, as one understands in normal parlance, in realty sector. In real estate development, the promoter does his activities for profit and remains interested till the project is completed. He does not have long term involvement in the project. While in the case of Bourse, it is going to be a perpetual entity holding and managing the bourse under the Memorandum and Articles of Association.
- (13) The plans for construction of the Bourse are approved by Khajod Urban Development Authority vide development permission bearing DREAMCITY NO. 001, Dt. 28.01.2019. The details of the building plans are as under:

Name of building (On plan)	No. of floors	Total No. of Units	Total built up area (As per Plan)
Tower-1	Ground + 15	161	372503.44

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.11

Bourse:

Member-Allottee:


Designated Partner

FOR: KAPU GEMS LLP

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Tower-2	Ground + 15	88	
Tower-3	Ground + 15	302	
Tower-4	Ground + 15	627	
Tower-5	Ground + 15	542	
Tower-6	Ground + 15	603	
Tower-7	Ground + 15	542	
Tower-8	Ground + 15	542	
Tower-9	Ground + 15	541	
Spine	Basement + Ground + 15	809	
Diamond club	Basement + Ground	12	
Utility Building	Ground + 1	--	
--	double level basement	--	

(14) Out of abundant caution, the bourse has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no :**PR/GJ/SURAT/SURAT CITY/OTHERS/CAA05247/ A1C/EX1/260722,**

(15) According to the approved plans, the construction of a commercial complex known as **SURAT DIAMOND BOURSE** has been put up on the said land. The project is completed in accordance with the approved plans and Khajod Urban Development Authority has Issued Building Use Certificate vide its order bearing No.:**DREAM City/BUC/304, Dt.-07.11.2022.**

(16) The member-allottee herein has been enrolled as the member of Bourse and has applied to the Bourse for allotment of commercial Unit. The Bourse had agreed to allot premises, more particularly described in schedule hereunder written vide its Letter of AllotmentDt.**04.05.2019.**

(17) Though the Bourse requested the member-allottee to enter into formal agreement for allotment of the unit in the prescribed form, the member-allottee could not comply with the same for reasons known to him/her/it and accordingly there is no formal agreement between the parties for the said allotment. However, the Bourse had given the copy for draft agreement to the member-allottee and the

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	FOR. KAPU GENIS LLP.

Bourse:

Member-Allottee:

Designated Partner

SRT/5/ALN

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member-allottee has agreed to the terms and conditions of the said draft agreement subject to which the allotment has been made. The copy of the said agreement is annexed herewith as Annexure "A". The Bourse agreed to allot the said unit, more particularly described in schedule hereunder written, in favour of the member-allottee on the terms and conditions stipulated in the said draft agreement.



- (18) The member-allottee has satisfied himself/herself/itself that the construction of the project, more particularly the apartment agreed to be allotted to the member-allottee, is completed in all respect with all agreed specifications and amenities, carpet area of the apartment in question, quality of construction, titles of the land and the apartment and has shown his complete satisfaction to the Bourse and is ready and willing to take possession of the said apartment on what is popularly known as "on as is where is basis".
- (19) The member-allottee has now requested the Bourse to execute final Deed of Allotment in respect of the aforesaid unit and the Bourse has acceded to the said request.
- (20) The Bourse has by Resolution Dt. **13.01.2023** passed in the meeting of Board of Directors have authorized the undersigned to sign and execute formal Deed of Allotment in favour of the member-allottee herein and get it registered under the provisions of The Registration Act.

NOW THIS DEED OF ALLOTMENT WITNESSETH THAT:

In consideration of a sum of **Rs.1,56,51,481/-** contributed by the member-allottee to the land and building fund of the Bourse, the Bourse do hereby allot, grant, convey and assure unto the member-allottee, all that the said piece or parcel of commercial premises more particularly described in Schedule hereunder written (referred to as "**said apartment**") together with all such appurtenances as would ordinarily pass on such allotment TO HAVE AND TO HOLD all the singular the said apartment hereby granted, released conveyed and assured or intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the said member-allottee for ever subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government of Gujarat or other local authority or any other public body or Authority in respect thereof.

The Bourse doth hereby for itself, its administrators, successors and assignees, covenant with the member-allottee that notwithstanding any act, deed, matter or thing whatsoever by Bourse or by any person or persons lawfully or equitably

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3 FOR, KAPU	118.14 GEMS LLP

Bourse:

Member-Allottee:

Designated Partner

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claiming by, from through under or in trust for Bourse, ~~made done, committed~~, omitted or knowingly or willingly suffered to the contrary, ~~the Bourse now have~~ in itself good right, full power and absolute authority to allot the said apartment hereby granted, released assured or intended so to be untoand to the use of the member-allottee in manner hereinafter specified AND that it shall be lawful for the member-allottee from time to time and at all times hereafter peaceably and quietly to hold enter upon, have, occupy, possess and enjoy the said premises hereby granted with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption claim and demand whatsoever from or by the Bourse or any of them from or by any person or persons lawfully or equitably claiming or to claim by, from under or in trust for the Bourse AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and for every discharged or otherwise by the Bourse well and sufficiently saved defended kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter and made executed occasioned or suffered by the Bourse or by any other person or persons lawfully or equitably claiming or to claim, by from under or in trust for the Bourse AND FURTHER that the Bourse and all persons having or lawfully or equitably claiming any estate right title or interest at law or in equity in the said premises hereby granted released, conveyed, assured or intends so to be or any part thereof by from under or in trust for the Bourse or any of them shall and will from time to time and at all times hereafter at the request and cost of the member-allottee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting releasing conveying and assuring the said premises and every part thereof hereby allotted in manner aforesaid as shall or may be reasonably required by the member-allottee his heirs, executors, administrators or assigns or his or their counsel in law and the the Bourse doth HEREBY covenant with the member-allottee that the Bourse has not done, omitted, or knowingly or willingly suffered or been party or party to any act, deed matter or thing whereby the Bourse is prevented from allotting, releasing conveying and assuring the said premises unto the member-allottee in the manner aforesaid or whereby the same or any part thereof are/is can or may be charged encumbered or prejudicially affected in estate title or howsoever.



KAPU GEMS LLP BOURSE

The member-allottee has contributed a sum Amount of Rs. **1,56,51,481/-** the payment and receipt whereof is being acknowledged by the Bourse by this presents.

Type of Deed	Village	Block No.	Unit No. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
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Bourse:

Member-Allottee: Designated Partner

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The peaceful and absolute physical possession of the said apartment has been handed over by the Bourse to the member-allottee herein by this presents.

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Bourse as follows:-




To hold and use the said apartment only for the purposes for which the allotment is made or for such purposes as may be approved by the bourse in that behalf from time to time and for no other purpose. The member-allottee undertakes that he/she/it is eligible to become the member of the bourse and all the details given in the application form for being member of the bourse are true and if anything is found to be false or incorrect, the membership of the member-allottee shall be liable to be terminated and in that case this agreement shall stand canceled ab initio.

- 2 To surrender the apartment to the Bourse in case the member-allottee discontinues his/her diamond and diamond jewelry business/trade and auxiliary services to diamond industry, without anyway asking for the refund of full contribution without any interest or additional compensation or in the alternative transfer the said apartment, with the advance written permission of the Bourse to any other member of the Bourse on payment of such charges as the Bourse may decide in its meeting from time to time.
- 3 To maintain the Apartment at the member-allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- 4 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the member-allottee / in this

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DEED OF ALLOTMENT	KHAJOD	177	304	J	1	FOR KAPU GEMS	11.84

Bourse:

Member-Allottee:


 Designated Partner

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behalf, the member-allottee shall be liable for the consequences of the breach.

- 5 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Bourse to the member-allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the Bourse, concerned local authority or other public authority. In the event of the member-allottee committing any act in contravention of the above provision, the member-allottee shall be responsible and liable for the consequences thereof to the Bourse, concerned local authority and/or other public authority.
 - 6 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Bourse.
 - 7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
 - 8 Pay to the Bourse within fifteen days of demand by the Bourse, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the member-allottee for any purposes other than for purpose for which it is sold.



For SDB DIAMOND BOURSE

Authorized Signatory

Type of Deed	Village	Block No.	Unit No. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

Bourse:

Member-Allottee

[Signature]
 Designated Partner

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- 10 The Member-Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the member- allottee to the Bourse and without the advance written permission of the Bourse and shall always abide by all the terms and conditions on which such permission is granted by the Bourse.
- 11 The Member-Allottee shall observe and perform all the rules and regulations which the Bourse may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Member- Allottee shall also observe and perform all the stipulations and conditions laid down by the Bourse regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance or other out-goings in accordance with the terms of this Agreement.
- 12 The Member-Allottee shall permit the Bourse and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 13 The Member-Allottee shall permit the Bourse and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 14 The Member-Allottee agrees to abide by all the resolutions of the board of directors, committees appointed by the board and the general body of the bourse as regards the contribution charges for allotment of apartment, use of premises, allotment of units to other members, use of other properties in the complex, grant of lease and or other rights to third parties in respect of other premises, allotment of exclusive parking spaces etc. from time to time. The Member-Allottee agrees that all decisions taken by the members present in the meeting of such Board, committees etc; per majority shall be decisions of the bourse and shall be binding to all.
- 15 The Bourse holds the land on lease hold rights for a period expiring on Dt. **16.10.2115** and on termination of lease, the land in question is liable to be surrendered to Dream City/ Government. The Member-Allottee agrees to abide by



SUB REGISTRAR
 T.S. (ALTHANI)
 17-1-2023

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

Bourse:

Member-Allottee: 
 Designated Partner

FOR. KAPU GEMS LLP

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the decisions taken by the Bourse for surrender of rights and will co-operate by surrendering the possession of the apartment allotted to the said member-allottee without any objection thereto.



- 16 If any provision of this deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this deed.
- 17 Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and Rules and Regulations, there under.
- 18 After completion of the project and after receiving BUC thereof, the benefits as regards FSI shall stand automatically transferred to the managing body of all the member-allottee and the promoter shall have no right for the FSI received thereafter.
- 19 If within a period of five years from the date of handing over the Commercial unit to the member-allottee, the member-allottee brings to the notice of the Bourse any structural defect in the said unit or the building in which the said unit is situated or any defects on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Bourse at his own cost and in case it is not possible to rectify such defects, then the member-allottee shall be entitled to receive from the Bourse compensation for such defects in the manner as provided under the Act. Provided that the Bourse shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributed to the Bourse or is/was beyond the control of the Bourse.

Nothing contained in this deed shall be construed as a grant, demise or assignment in law of the land or undivided share therein, held by the Bourse on leasehold basis and the said land shall always be within the absolute control of the Bourse for the benefit of all the members of the Bourse, including the member-allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Building or any part thereof. The Member-Allottee shall have no claim save

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

Bourse:

Member-Allottee:

[Signature]
 Designated Partner

Authorised Signatory
[Signature]

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2023

and except in respect of the Apartment hereby agreed to be allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Bourse until the same is transferred as hereinbefore mentioned.

By virtue of this allotment, the member-allottee shall be Entitled to:



- A. Use and enjoy the possession of the allotted premises for its/her/his business activities as declared by the member-allottee for claiming eligibility to become member of the bourse subject to terms and conditions of this allotment as if the member-allottee is defacto owner of the said premises, subject of course to the parental control of the bourse in that behalf.
- B. offer the said apartment as security to any bank or financial institution for the purposes of raising loan on the condition that the liability to pay such loan with interest thereon shall always be on the member- allottee and the Bourse shall not be able to pay such dues. In case of default on the part of the member-allottee herein in paying up the said loan, and on auction of the said premises by the creditor, the Bourse shall be entitled to transfer the said apartment in favour of the auction purchaser, provided such purchaser is eligible to become the member of the Bourse and undertakes to use the said apartment for the purpose as may be permitted by the Bourse from time to time. The bourse agrees not to charge or encumber the said premises in any way so as to enable the member-allottee to take advantage of this benefit.
- C. To allow its affiliates, associates and other entities to make use of the said premises on lease/licence basis on such commercial terms as the member -allottee may agree upon subject to the condition that the use of the property shall be restricted to such activity as may be approved by the bourse by any general or special order in that behalf.
- D. To transfer the said premises to third parties subject to advance written approval of the bourse and subject also to compliance of all terms and conditions on which such approval is granted.
- E. To enjoy the benefits of this property till the lease hold rights of the bourse under the principal lease deed Dt **13.04.2017**. The article of Amendment of which has been Registered on **15.12.2018** and subsequent renewals thereof.

The said apartment is not subject to any rights of easement or such other rights as are in nature of easement like right of passage, light and air, water drain and water course etc.

The member-allottee shall be at liberty to get his name mutated on the appropriate records of all concerned authorities under the law for the time being in force.

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

Bourse:

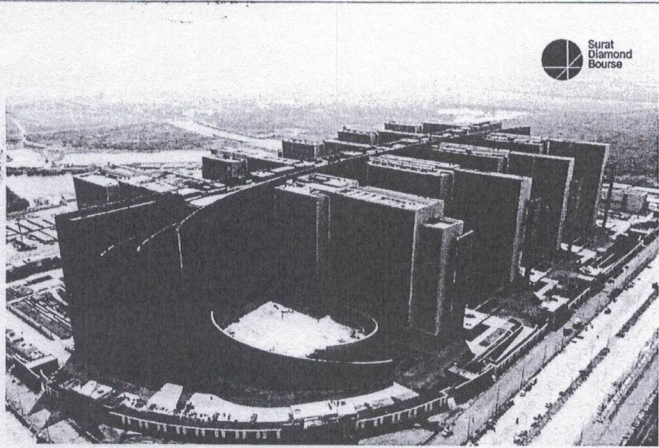
Member-Allottee:

[Signature]

FOR. KAPU GEMS LLP
 Designated Partner

SRT/5/ALN
 N-6449 15
 33
 2023

Photograph of the sold property:



Postal Address of the Property:

J-304, "SURAT DIAMOND BOURSE", KHAJOD, SURAT.

Signature of Promoter/ Bourse	Signature of The Member- Allottee
	 FOR KAPU GEMS LLP
	Designated Partner

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

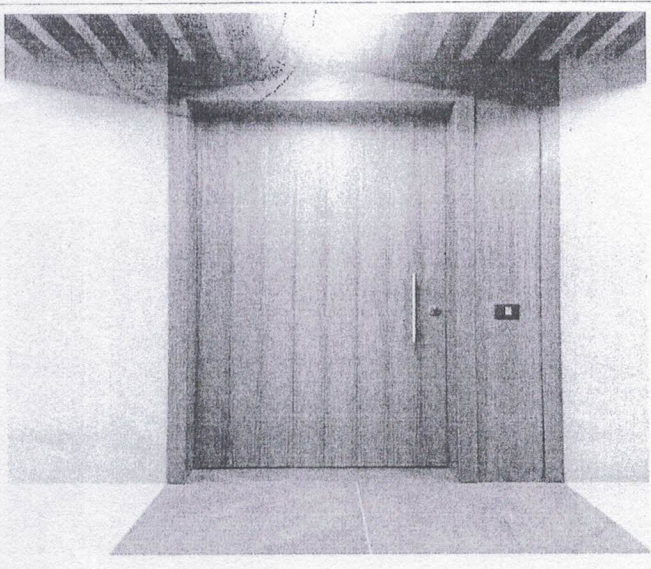
Bourse:

Member-Allottee:

FOR KAPU GEMS LLP
Designated Partner

SRT/5/ALN
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 33
 23

Photograph of the sold property:



Postal Address of the Property:

J-304, "SURAT DIAMOND BOURSE", KHAJOD, SURAT.

Signature of Promoter/ Bourse	Signature of The Member- Allottee

Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

Bourse:

Member-Allottee:

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2023

List of photo and thumb impression to be furnished with attached with sale deed as per Section 32A of the Registration Act

Promoter/ Bourse :-

SDB Diamond Bourse authorized signatory

Mr. HIRENGIRI SURESHGIRI GOSVAMI



Signature _____ Signatory

The Member- Allottee:-

KAPU GEMS LLP

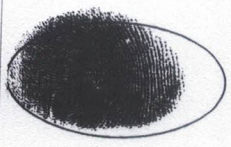
A PARTNERSHIP FIRM AUTHORIZED DEDICATED PARTNER

DIYALBHAI KALUBHAI PATEL



FOR, KAPU GEMS LLP

Signature _____ Designated Partner



Type of Deed	Village	Block No.	UnitNo. (Onsite)	Building (On Site)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.
DEED OF ALLOTMENT	KHAJOD	177	304	J	1	3	118.14

Bourse:

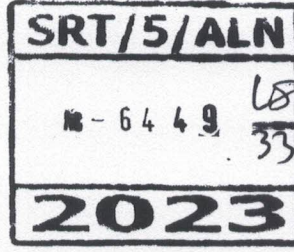
Member-Allottee:

 Designated Partner



Date: 15.03.2023

To,
SDB Diamond Bourse
67, 1st Floor, Tapti Exports,
Gotalawadi,
Katargam, Surat-395004.



SUB: Authority Letter
REF: Office No. 304 (Tower - J)

Sirs,

We are allottee of the subject premises would like to inform you that below mention persons are the partners in the firm i.e. M/s. KAPU GEMS LLP.

1. Mr. DIYALBHAI KALUBHAI PATEL
2. Mr. KALPESH DAYALBHAI VAGHANI
3. Mrs. MADHUBEN RAJUBHAI VAGHANI

We above mention partners solely affirm authorized Mr. DIYALBHAI KALUBHAI PATEL for all the matters related to agreement, allotment and any other related matters of above referred office.

Thank You.

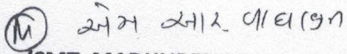
FOR KAPU GEMS LLP


(KALPESH DAYALBHAI VAGHANI)
PARTNER

FOR KAPU GEMS LLP


(SHRI DIYALBHAI KALUBHAI PATEL)
PARTNER

FOR KAPU GEMS LLP.


(SMT. MADHUBEN RAJUBHAI VAGHANI)
PARTNER

Kapu Gems LLP

Branch Office: Plot No. 96/A/2/1, 96/A/2, Syr. No. 403/2, Vastadevdi Road, Katargam, Surat - 395 004
Factory: S. R. No. 1653, Plot No. 3/A to 5/A, B/202-302, Sidhdheshwar complex, Priyanka Industrial Estate, Kapodara, Surat - 395 006

અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

અસ. આર.ઓ - ૫ અલણાણ



ગામનું નામ	દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટના દિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	લેટાઉટ	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે	દસ્તાવેજ કરી આપનાર પાસાનું નામ અથવા દિવાની કોર્ટના મુખનામ અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી આપનાર નામ અથવા આદેશના નામ	અનુક્રમ, વોલ્યુમ અને પુસ્તક નંબર	થેરો
KHAJOD	ભાડાપટ્ટો રૂ. ૦.૦૦	બ્લોક નં. ૧૭૭ જમીન પેટી ૫૬૧.૯૮ જે. જમીન જે પ્રીમ સીટી ને ફાળવવામાં આવેલ જમીન પેટી આથરે ૩૫.૫૪ એકર એટલે કે ૧૪૩૮૨૫.૪૦ ચો. મી. વાઈળી જમીન,		આથરે રીસર્ચ એન્ડ મર્ક-ટાઈલ સીટી લી. એક રજીસ્ટર્ડ કં. તરફે અને વતી તેના અધિકૃત સહિકર્તા તરીકે એમ. બેનારસન સેનેજીંગ ડાયરેક્ટર, પ્રીમસીટી લી. અને મ્યુ. કમિશનર સુરત મહાનગરપાલિકા વતી ધર્મશકુમાર બી મિસ્ત્રી	સુરત ડાયમંડ બુસ્ તેરફે અને તેના વતી અધિકૃત સહિક કરનાર મથુરભાઈ માધાભાઈ સવાણી	13/04/2017 13/04/2017	3038	ડુબ્લિકેટ કં. નં. 3039/2017

ઈ-પેમેન્ટ થી રૂન-એક્ષન ID No. 20230130388380679 Date. 30-01-2023 થી મળેલ છે.

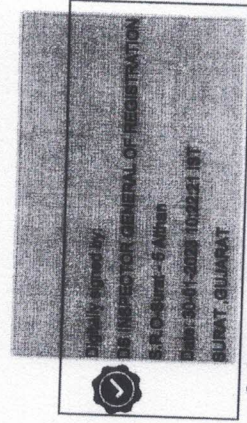
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નકલ ફી	રૂ. ૨૦



Nilesh Patel ની તારીખ ૩૦/૦૧/૨૦૨૩ ના રોજની
અરજી નંબર : ૮૦૧૨૦૨૩૧૭૫૨૭૮
તારીખ : ૩૦/૦૧/૨૦૨૩



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આ નકલ સીસ્ટમ જનરેટેડ હોવાથી સબ-રજીસ્ટ્રારની સહીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુક્રમણિકા નં : ૨ ની નકલમાં કોઈ ફેરફાર થયા કરવા કે ખોટી નકલ બનાવવાની ફોજદારી ગુહી બને છે.

ડિ-ટ તારીખ : 1/30/2023 10:22:08 AM

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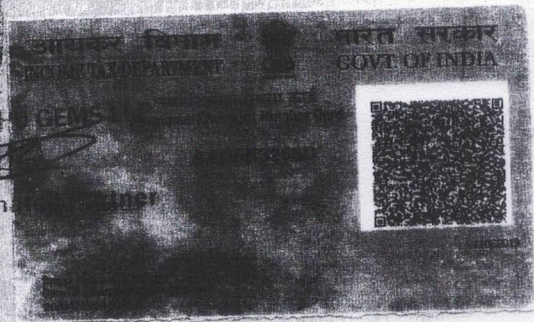
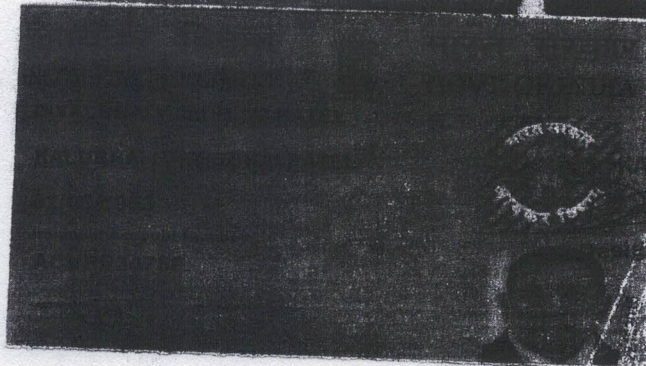
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SDB

SURAT DIAMOND BOURSE

Formed by the SURAT DIAMOND BOURSE A Section E
Company Registered Under The Companies Act, 2013
CIN No. U74140GJ2014NP081370 | GST No. 24AAVCS2410E12D

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/A. SDB DIAMOND BOURSE HELD ON 13TH JANUARY, 2023 AT 09:40 P. M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 1ST FLOOR, TAPTI EXPORTS, PATEL FALLA, GOTALAWADI, RATANGAM, SURAT, GUJARAT-392004.

To Authorize to sign the Allotment (Conveyance Deed) including to register the Allotment (Conveyance Deed) before Sub-Registrar, Surat.

"RESOLVED THAT the consent of the Board of Directors be and are hereby given for execution of Allotment (Conveyance) Deed, as per the approved draft of the Allotment (Conveyance) Deed (attached before the meeting and initialed) by the chairman for purpose of identification, to be entered between the company and trade members."

"FURTHER RESOLVED THAT any one of the following persons:

1. Mr. Hiren Goswami
2. Mr. Ashish Dhorajiya
3. Mr. Nikhil Gajjar - Legal Compliance Officer
4. Mr. Kishorbhaji Gadhavi - CEO

be and are hereby singly authorized to sign the said Allotment (Conveyance) Deed including to register the said Allotment (Conveyance) Deed before sub-registrar, Surat and to do, all the acts, deeds, and things as may be deemed necessary to execute the same and/or to do, all the things as may be deemed by any concerned authorities on behalf of the Company including signing an application and various papers on behalf of the company and also representing Company before concerned authorities."

"FURTHER RESOLVED THAT the persons authorized to sign the Allotment (Conveyance) Deed on behalf of the Company must get the list of trade members (whose Allotment (Conveyance) Deed is to be registered) approved and signed by any two of the below mentioned Directors or Committee members:

1. Mr. Dhanubhai Patel - Additional Director
2. Mr. Nigulbhai Spharoya - Additional Director
3. Mr. Manubhai Davajiya - Committee Member
4. Mr. Asheshbhai Doshi - Committee Member
5. Mr. Kishorbhaji Koshiya - Committee Member



"FURTHER RESOLVED THAT the person register the Allotment (Conveyance) Deed with Sub-Registrar, Surat and to do, all the things as may be deemed necessary to execute the same and/or to do, all the things as may be deemed by any concerned authorities on behalf of the Company including signing an application and various papers on behalf of the company and also representing Company before concerned authorities."

"FURTHER RESOLVED THAT, the aforesaid power entrusted to the officials shall be valid and effective unless revoked earlier by the Board or shall be exercisable by him so long as they are in the concerned to the Company."

"FURTHER RESOLVED THAT a copy of the resolution duly certified by Mr. Vallabhbhai Shirojibhai Patel, Director and Mr. Laljibhai Vallabhbhai Patel, Director of the company be submitted to the Sub-registrar or any other Concerned Authority and be requested to acc thereon."

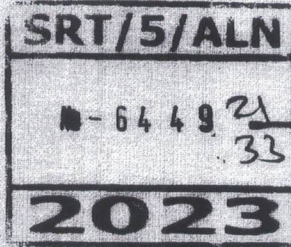
//CERTIFIED TRUE COPY//



For, SDB DIAMOND BOURSE

Laljibhai Tulabhhai Patel
(Director)
DIN: 01539972

Place: Surat
Date: 13/01/2023



Annexure-"A"

AGREEMENT

This Agreement made at.....this.....day of.....in the year Two Thousand and..... BY AND BETWEEN
SDB Diamond Bourse, (PAN : AAVCS2418E), a company registered and incorporated as Sec. 8(1) company under The Companies Act, 2013 with Registrar of Companies, Gujarat at CIN U74140GJ2014NPL081370, Dt.28.11.2014, having its registered office at: 67, 1st floor, Tapi Exports, Gotalawadi, Katargam, Surat -395006, by the hands of its authorised signatory:

Mr. _____ Aged about ____ years, Service by occupation, Address as above.

(Promoter, hereinafter referred to as "the Bourse") of the One Part,

AND

1. Mr. _____ by religion, Aged about ____ years, Business by occupation, Address _____

2. Mr. _____ by religion, Aged about ____ years, Business by occupation, Address _____

(hereinafter referred to as "the Allottee" or "the Member") of the Other Part.

WHEREAS:

(1) The traders and manufacturers of Diamond and its jewelry formed a Bourse under the name and style "SDB Diamond Bourse" under the license bearing No. 104567 Dt. 17.10.2014 u/s. 8(1) of the Companies Act, 2013 from Ministry of Corporate Affairs, Government of India and pursuant thereto, the said company is incorporated with Registrar of Companies, Gujarat at CIN U74140GJ2014NPL081370 on Dt.28.11.2014.

(2) On representation and submission of the representatives of SOB Diamond Bourse, the State Government recognised the need of the hour and by resolution Dt. 29.05.2015 of Revenue



advance payments for making provision of land and development cost of the project.

(8) The Bourse has take-up this project only to meet with the requirements of its members and has no profit motive for the same.

(9) Under the scheme of the Bourse, only those who are engaged in business of diamond manufacturing and trading and also in diamond jewelry, colored /natural stone manufacturing, processing & trading and all supportive, ancillary and auxiliary services are eligible to become property/trade members of the bourse and can be allotted commercial premises in the estate of the bourse on such terms and conditions as may be imposed by the bourse from time to time. The members are required to give their due share by way of contributions to the land and building fund of the Bourse on cost sharing basis and shall also be required to contribute for the maintenance and upkeep of the complex from time to time. Even default by the members in observing the rules and regulations of the Bourse will entail in termination of membership and such members will lose right to hold premises. They will be required to surrender the premises to the bourse and their contribution for acquiring the premises shall stand forfeited unless they are permitted to transfer their unit in favour of any other member/ proposed eligible member of the bourse subject to such terms and conditions as the Bourse may frame from time to time.

(10) Special purpose designated premises in the complex shall be used or allowed to be used by banking, insurance and other auxiliary services operating in the field on lease/ license basis and income thereof will be appropriated by the bourse for common purpose. The use of premises in the complex shall always be subject to rules and regulations made by the bourse, from time to time, for the overall betterment of the trade and

Department, State of Gujarat set a part about H 561- 98 Are land of Government land bearing Block No. 177 of Village Khajod, Taluka Majura, District Surat for establishment of Diamond Research And Mercantile City Company Ltd. (For short DREAM CITY) and granted lease of the said land in favour of DREAM CITY.

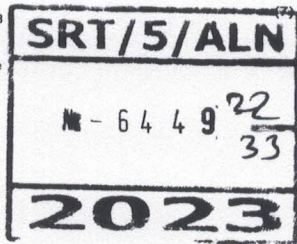
(3) By resolution Dt. 17.10.2015, bearing No. Dream city/36 of Diamond Research And Mercantile City Company Ltd., a portion admeasuring 35.54 acres, ie. 143825.40 sq.mts. (more particularly described in the First Schedule hereunder written and hereinafter referred to as "the project land") carved out from the total holding of Dream City was set a part for Surat Diamond Bourse, promoted by SOB Diamond Bourse (Promoter) on the terms and conditions stipulated therein.

(4) By indenture of lease Dt. 13.04.2017, registered in the office of Sub Registrar Surat/5/Althan Surat at Sr. No. 3038 of book No. 1 on Dt. 13.04.2017, the Dream City has granted lease of the said project land for a period commencing on Dt. 17.10.2016 and expiring on Dt. 16/10/2115 on the terms and conditions stipulated therein.

(5) By Corrigendum Dt. 15.12.2018, registered in the office of Sub Registrar Surat/5/Althan at Sr. No. 9940 of book No. 1 on Dt. 15.12.2018, the mistake in the aforesaid lease deed has been corrected.

(6) Under the terms of lease deed, the bourse was enjoined to deposit a sum of Rs. 626,96,94,367/- by way of purchase price of development rights on the said land by installments as stated in the aforesaid lease deed.

(7) By resolution Dt. 05.02.2015 of the Bourse, all the members of the bourse were requested to notify their requirements in the Estate of the Bourse and were called upon to deposit pro-rata



industry and all the members shall be obliged to observe the same.

(11) The Bourse proposes to construct the complex from the contributions of the members and its completion will depend on timely contributions. The Directors of the Company are only leading merchants and manufacturers in Diamond trade and industry and have agreed to serve on the board of directors voluntarily without any remuneration or profit.

(12) Bourse is not a promoter, as one understands in normal parlance, in realty sector in real estate development, the promoter does his activities for profit and remains interested till the project is completed. He does not have long term involvement in the project. While in the case of Bourse, it is going to be a perpetual entity holding and managing the bourse under the Memorandum and Articles of Association.

(13) The plans for construction of the Bourse are approved by Khajod Urban Development Authority vide development permission bearing DREAM TY NO. 001, Dt. 28.02.2019. The details of the building plans are as under:

Name of building (Or plan)	No. of floors	Total No. of Units	Total builtup area (As per Plan)
Tower-1	Ground + 15	180	TOTAL BU LTUP AREA 631567.43 Sq mtr. (S B AREA 368048.73 Sq mtr)
Tower-2	Ground + 15	108	
Tower-3	Ground + 15	303	
Tower-4	Ground + 15	605	
Tower-5	Ground + 15	542	
Tower-6	Ground + 15	603	
Tower-7	Ground + 15	542	
Tower-8	Ground + 15	542	
Tower-9	Ground + 15	541	
Spine	Basement + Ground + 15	809	
Diamond club	Basement + Ground + 1	27	
Utility Building	Ground + 1	-	

FOR. KAPU GEMS LLP

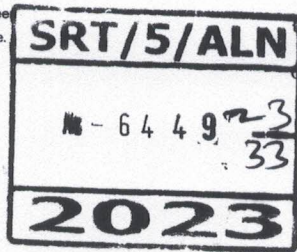
Designated Partner

For, SDB DIAMOND BOURSE

Authorized Signatory

Double level basement

- (14) Out of abundant caution, the bourse has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no _____ authenticated copy is attached in Annexure 'B';
- (15) The Allottee has applied to the Bourse for allotment of commercial Unit (hereinafter called 'Apartment') No on _____ floor in wing _____ situated in the building No. _____ being constructed in the said Project. The carpet area of the said Apartment is _____ sq. ft. i.e. _____ sq. mtrs and parties agree and record that "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
- (16) The allottee has taken inspection of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Morphogenesis and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the Allottee if satisfied in respect of the same.
- (17) The authenticated copies of Certificate of Title issued by the attorney, at law or advocate of the Bourse, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Bourse to the project land on which the Apartments are constructed or are to be constructed have also been inspected by the Allottee and is satisfied in respect of the same.



- (18) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Allottee.
- (19) The authenticated copies of the plans of the Layout as proposed by the Bourse and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has also been inspected by the Allottee.
- (20) The Bourse has also informed the allottee that the plans for the development on the said project may be revised and the same shall be submitted in the office of competent local authorities for approval.
- (21) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee has been annexed and marked as Annexure A.
- (22) The Bourse has got all the required approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- (23) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Bourse while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (24) The Bourse has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (25) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms,

conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- (26) Prior to the execution of these presents, the Allottee has contributed a sum of Rs. _____ (Rupees _____) only, being his/hers contribution to the land and development fund of the bourse (the payment and receipt whereof the Bourse hereby admit and acknowledge) and the Allottee has agreed to contribute the balance of the agreed amount on cost sharing basis in the manner hereinafter appearing.
- (27) Under section 13 of the said Act the parties are required to execute a written Agreement for said allotment of Apartment and register the same under the Registration Act, 1908.
- (28) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties and also under the scheme of the Bourse, the Bourse hereby agrees to allot and the Allottee hereby agrees to acquire the property more particularly described in schedule 1 hereunderwritten (hereinafter for brevity's sake referred to as the "said apartment").

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND ITS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Bourse shall construct the said building on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The allottees agrees that the bourse shall be entitled to change, revise, modify and vary the plans and specifications/amenities of the project if the same is approved in the general meeting of the Bourse from time to time. However the Bourse alteration or addition required by any Government authorities or due to change in law shall always be permissible without the approval of general meeting of the Bourse.

1(a) THE CONSIDERATION

The Allottee hereby agrees to acquire from the Bourse and the Bourse hereby agrees to allot to the Allottee commercial Unit (hereinafter called 'Apartment') No _____ having carpet area of _____ sq. mtrs. on _____ floor in wing _____ situated in the building No. _____ against the contribution from the allottee a sum of Rs. _____, to be worked out on actual cost sharing basis and the said final contribution includes the cost for the apartment and the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b) Accordingly, the total aggregate consideration amount for the apartment mentioned herein above is Rs. _____/-

1(c) The Bourse proposes to construct the complex from the contributions of the members and its completion will depend on timely contributions. The Directors of the Company are only leading merchants and manufacturers in Diamond trade and industry and have agreed to serve on the board of the bourse voluntarily without any remuneration or profit. Thus, Bourse is not a promoter, as one understands in normal parlance, in realty sector. The allottee confirms the aforesaid and agrees to make payment of contributions accordingly. The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees _____) only) as his /her /its contribution to land and building fund of the bourse as stated hereunder, for the purposes of enabling the bourse to deposit the same with Dream City Authorities for acquiring development rights coupled with lease of the project land.

DETAILS

payment and receipt whereof is being acknowledged by the bourse by this presents.

FOR: KAPU GEMS LLP

Designated Partner

FOR: SUE DIAMOND BOURSE

Authorized Signatory

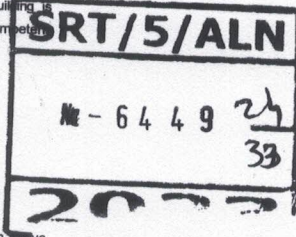
The allottee agrees to pay a further sum of Rs. _____ or such amount as may be worked out on cost sharing basis by installments as may be called upon by the Bourse from time to time within 7 days from the date of demand. The allottee agrees that the construction of the project would be completed by the bourse only from the funds given by the allottees and the allottee shall endeavour to deposit the balance contribution well in advance even before the demand is made.

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Bourse by way of Value Added Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Bourse) up to the date of handing over the possession of the said Apartment, which shall be separately payable by the Allottee in the manner as may be decided by the Bourse.

1(e) The total contribution is inclusive of present charges payable to the competent authorities, development cost / land cost and estimated construction cost. It may vary due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Bourse undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost of construction, or levies imposed by the competent authorities etc., the Bourse shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The allottee agrees to pay contribution on actual cost sharing basis.

1(f) In no case, the Bourse shall allow, a rebate for early payments of equal installments payable by the Allottee.

1(g) The Bourse shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent



construction by the Bourse as provided in clause 2 herein above. ("Payment Plan").

3. The Bourse hereby declares that the Floor Space available as on date in respect of the project land is 375616.65 square meters only and Bourse has planned to utilize Floor Space of 368048.73 square meters in the said Project. The Bourse has reserved its rights to have additional floor space under GDCR by applying to the State Government. Allottee has agreed to have the allotment of the said Apartment based on the proposed construction and allotment of apartments to be carried out by the Bourse by utilizing the proposed FS, if available, and on the understanding that the declared proposed FS shall belong to Bourse only.

4.1 If the Bourse fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Bourse agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate of as may be finally approved by the general meeting of the bourse. The Allottee agrees to pay to the Bourse, interest at such rate as the Bourse may resolve at the board's meeting under the approval from AGM on all the delayed payment which become due and payable by the Allottee to the Bourse under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Bourse.

4.2 Without prejudice to the right of bourse to charge interest in terms of the above sub clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Bourse under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Bourse shall at his own option, may terminate this Agreement.

Provided that, Bourse shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee

authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Bourse. If there is any reduction in the carpet area within the defined limit then Bourse shall refund the excess money paid by Allottee within forty-five days. If there is any increase in the carpet area allotted to Allottee, the Bourse shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause (a) of this Agreement. Delay in such payment shall carry interest at the rate as may be decided in the AGM of bourse.

1(b) The Allottee authorizes the Bourse to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Bourse may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Bourse to adjust his payments in any manner.

2.1 The Bourse hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Bourse as well as the Allottee. The Bourse shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee. The common areas in the estate shall be under the control and management of the bourse. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of

and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Bourse within the period of notice then at the end of such notice period, bourse shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Bourse shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Bourse) within a period of thirty days from date of new allotment to third party and from the installments of contribution for the Apartment received from such third party without any interest or compensation of any nature whatsoever.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with brand, or price range to be provided by the Bourse at his/her/its option in the said building and the Apartment as are set out in Annexure 'C', annexed hereto.

6. The Bourse shall give possession of the Apartment to the Allottee on or before Dt. 31-12-2021. However, if in any case, the Bourse fails to give possession of the Apartment to the Allottee, on account of reasons beyond its control and of its agents by the aforesaid date then the allottees shall bear with the same and shall not claim refund of the amounts already paid or interest or penalty of any nature whatsoever having regard to the fact that this is the project of the Bourse being developed for the mutual benefits of the members without any profit motive.

Provided that the bourse shall be at the liberty to extend the period by passing appropriate resolution in its meeting and also shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

FOR KAPU GEMS LLP

Designated Partner

For, SDB DIAMOND BOURSE

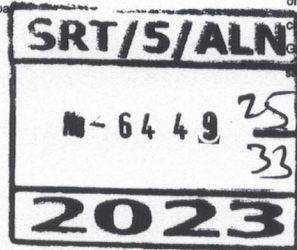
Authorized Signatory

- ① war, civil commotion or act of God;
- ② any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- ③ Delay in payment of installments by allottees of the Bourse.

7.1 Procedure for taking possession - The Bourse, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Bourse shall give possession of the Apartment to the Allottee. The Bourse agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Bourse. The Allottee agree(s) to pay the maintenance charges as determined by the bourse or such agency as may be appointed by the bourse in that behalf or association of allottees, as the case may be. The Bourse on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the bourse to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Bourse as per clause 7.1, the Allottee shall take possession of the Apartment from the Bourse by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Bourse shall give possession of the Apartment. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall over and above his liability to pay interest for delayed period at such rate as the Bourse may decide from time to time, be liable to pay maintenance charges as applicable.



expenses necessary and incidental to the management and maintenance of the project land and buildings. The Allottee shall pay to the Bourse such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Bourse provisional yearly contribution of such amount as may be decided by the bourse towards the outgoings. The amounts so paid by the Allottee to the Bourse shall not carry any interest.

10. Over and above the amounts mentioned in the agreement to be paid by the Allottee, the Allottee shall on or before delivery of possession of the said premises shall pay to the Bourse such proportionate share of the outgoings as may be determined by the Bourse and which are not covered in any other provisions of this agreement.

11. The Allottee shall pay to the Bourse such amount as may be decided by the bourse for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Bourse in connection with the said project as well as the cost of preparing and engrossing the conveyance or allotment of apartments to the allottees.

12. At the time of registration of conveyance or allotment of apartment, the Allottee shall pay to the Bourse, the Allottees' share of stamp duty and registration charges on actual basis.

13 REPRESENTATIONS AND WARRANTIES OF THE BOURSE
The Bourse hereby represents and warrants to the Allottee as follows:

13.1 The Bourse has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

13.2 The Bourse has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Bourse any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Bourse at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Bourse, compensation for such defect in the manner as provided under the Act. Provided that the Bourse shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the Bourse or beyond the control of the Bourse.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of . He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee agrees that the bourse is a Sec. 8(1) company working without any profit motive for the mutual benefit of all the allottees, it shall not be obligatory for the bourse to form a Society or an Association or any other entity for the allottees of the units in the estate. No objection shall be taken by the Allottee if any, changes or modifications are made in the Memorandum and/or Articles of Association of the bourse, as may be required by the Registrar of Companies, or any other Competent Authority.

Within 15 days after notice in writing is given by the Bourse to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other

shall obtain requisite approvals from time to time to complete the development of the project;

13.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;

13.4 There are no litigations except the proceedings initiated by the environment clearance authority, pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

13.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Bourse has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

13.6 The Bourse has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

13.7 The Bourse has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

13.8 The Bourse confirms that the Bourse is not restricted in any manner whatsoever from allotting the said Apartment to the Allottee in the manner contemplated in this Agreement;

13.9 At the time of execution of the final allotment deed of the apartment the Bourse shall hold lawful, vacant, peaceful, physical

FOR, KAPU GEMS LLP

Designated Partner

For, SDB DIAMOND BOURSE

Authorized Signatory

possession of the common areas of the Structure for the benefits of the Allottees;

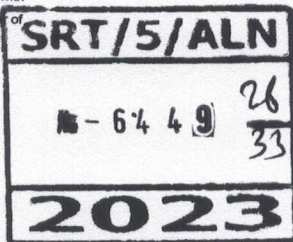
13.10 The Bourse has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

13.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Bourse in respect of the project land and/or the Project except those disclosed in the title report.

14 The Allottee/s or himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Bourse as follows :-

14.1 To hold and use the said apartment only for the purposes for which the allotment is made or for such purposes as may be approved by the bourse in that behalf from time to time and for no other purpose. The allottee undertakes that he/she/it is eligible to become the member of the bourse and all the details given in the application form for being member of the bourse are true and if anything is found to be false or incorrect, the membership of the allottee shall be liable to be terminated and in that case this agreement shall stand canceled ab initio.

14.2 To surrender the apartment to the Bourse in case the allottee discontinues his/her diamond and diamond jewelry business/trade and auxiliary services to diamond industry, without anyway asking for the consent of full contribution without any interest or additional consideration or in the alternative transfer the said apartment, with the written permission of the Bourse to any other member of



14.6 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parris or other structural members in the Apartment without the prior written permission of the Bourse.

14.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

14.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

14.9 Pay to the Bourse within fifteen days of demand by the Bourse, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

14.10 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

14.11 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession

of the Apartment until all the dues payable by the Allottee to the Bourse and without the advance written permission of the Bourse and shall always abide by all the terms and conditions on which such permission is granted by the Bourse.

14.3 To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

14.4 Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

14.5 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Bourse to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the Bourse, concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Bourse, concerned local authority and/or other public authority.

14.12 The Allottee shall observe and perform all the rules and regulations which the Bourse may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.

The Allottee shall also observe and perform all the stipulations and conditions laid down by the Bourse regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, maintenance or other outgoings in accordance with the terms of this Agreement.

14.13 The Allottee shall permit the Bourse and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

14.14 The Allottee shall permit the Bourse and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14.15 The allottee agrees to abide by all the resolutions of the board of directors, committees appointed by the board and the general body of the bourse as regards the contribution charges for allotment of apartment, use of premises, allotment of units to other members, use of other properties in the complex, grant of lease and or other rights to third parties in respect of other premises, allotment of exclusive parking spaces etc. from time to time. The allottee agrees that all decisions taken by the members of the Board of Management of such Board,

For SDB DIAMOND BOURSE

Authorized Signatory

FOR: KAPORENS LLP
Designated Partner

committees etc; per majority shall be decisions of the bourse and shall be binding to all.

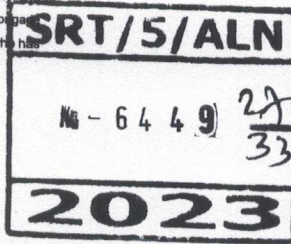
14.16 The Bourse holds the land on lease hold rights for a period expiring on Dt. 16/10/2115 and on termination of lease, the land in question is liable to be surrendered to Dream City/ Government. The Allottee agrees to abide by the decisions taken by the Bourse for surrender of rights and will co-operate by surrendering the possession of the apartment allotted to the said allottee without any objection thereto.

15. The Bourse shall maintain a separate account in respect of sums received by the Bourse from the Allottee as advance or deposit, sums received on account of the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this agreement shall be construed as a grant, demise or assignment in law of the land or undivided share therein, held by the Bourse on leasehold basis and the said land shall always be within the absolute control of the Bourse for the benefit of all the members of the Bourse, including the allottee. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be allotted to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Bourse until the same is transferred as hereinbefore mentioned.

17. BOURSE SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Bourse executes this Agreement, the Bourse shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken possession to take such Apartment.



It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, and the permissive users of the apartment viz. the nominees, tenants, licensees, agents, servants, franchisees etc. as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

Any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Bourse does not create a binding obligation on the part of the Bourse or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Bourse. If the Allottee fails to execute and deliver to the Bourse this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Bourse, then the Bourse shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as canceled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee after deducting any interest, penalty, taxes etc. till date without any interest or compensation of any nature whatsoever, within a period of thirty days from date of new allotment to third party from the contributions received from such new allotment.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Bourse through its authorized signatory at the Promoter's Office, and after the Agreement is duly executed by the Allottee and the Bourse, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Surat.

26. The Allottee and/or Bourse shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Bourse will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Bourse as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Bourse by Registered Post A/D and notified E-mail/Under Certificate of Posting at their respective addresses specified below:

Name and Address of Allottee

Notified E-mail D:

Bourse name and Address-

SOB Diamond Bourse,

registered office at: 67, 1st floor, Tapil Exports, Goliswadi/Katargam, Surat - 395006

Notified E-mail D: info@sdbbourse.com

It shall be the duty of the Allottee and the bourse to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the bourse or the Allottee, as the case may be.

28. JOINT ALLOTTEES

FOR. KAPU GEMS LLP

Designated Partner

Authorized Signatory

That in case there are Joint Allottees all communications shall be sent by the Bourse to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and Rules and Regulations, there under.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Surat will have the jurisdiction for this Agreement

WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Surat in the presence of attesting witness, signing as such on the day first above written.

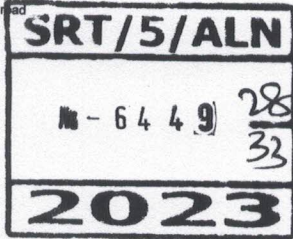
**First Schedule Above Referred to
Description of the leasehold land and all other details.**

All that piece and parcel of premises being the leasehold land admeasuring 143825.40 sq.mts., shown in red colour boundary line on the map annexed hereto, carved out from land bearing Block No. 177 of village Khajod, Taluka Majura, District Surat and forming part of the larger estate known as Dream City.

Said land held by SDB Diamond Bourse is bound as under:

On North: 60 Mtr. road
On South: 60 Mtr. road
On East: 60 Mtr. road
On West: 60 Mtr. road

Second Schedule Above Referred to



(Authorized Signatory)
in the presence of WITNESSES:
Name _____
Signature _____
Name _____
Signature _____

For, SDB DIAMOND BOURSE

Authorized Signatory

the nature, extent and description of common areas and facilities.

1. Multipurpose Banquet Halls
2. Conference Halls
3. Restaurant spaces
4. Kitchen & Dining Spaces
5. Custom Office Facility
6. Auction House
7. Safe Deposit Vaults
8. CCTV Surveillance
9. Control Room
10. Public Announcement System
11. Under Car Scanners at entry gates
12. Utility Infrastructure Services
13. Standard Lift facilities
14. Fire safety System

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottees:

in the presence of WITNESSES:

1. Name _____
Signature _____
2. Name _____
Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Bourse:
(1)

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE APARTMENT AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

All that piece and parcel of premises being the Office/Unit (More particularly mentioned in table below) in the estate of "SURAT DIAMOND BOURSE" being constructed on lease hold land admeasuring 143825.40 sq.mts. carved out from land bearing Block No. 177 of village Khajod, Taluka Majura, District Surat and forming part of the larger estate known as Dream City, along with share certificate bearing distinctive No. _____ of SDB Diamond Bourse.

Unit No. (On site)	Building (On site)	Unit No. (On plan)	Building (On plan)	Floor (On plan)	Carpet area sq. mtr.

The said unit is bound as under:

On North: _____ On South: _____
On East: _____ On West: _____

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT ONLY

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE -B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

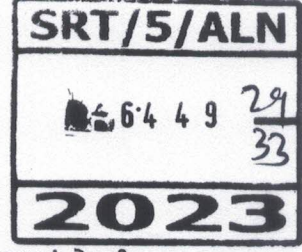
ANNEXURE - C

(Specification and amenities for the Apartment)

1. Aluminum section glass window
2. Flush door

FOR, KAPU GEMS LLP


Designated Partner



દસ્તાવેજ નંબર 6449 તારીખ 09/05/2023
પરિશિષ્ટ

નોંધણી અધિનિયમ-૧૯૦૮ ની કલમ-૩૪ ની પેટા કલમ-૩ મુજબનું ચેકલીસ્ટ

અ. નં.	પ્રશ્ન	જવાબ(હા/ના)
લખી આપનાર, સંમતિ આપનાર કે તેઓના કુલમુખત્યારને પુછવાના પ્રશ્નો		
1	લેખમાં દર્શાવ્યા મુજબ <u>KHAJOD</u> મહેસુલી ગામની <u>Moje - Khajod, Ta- Majura, Dist- Surat, Block No. - 177, Surat Diamond Bourse Unit No.J-304,</u> (સર્વે નંબર/ બ્લોક નંબર/ ટી.પી.નંબર /એફ.પી.નંબર વિગેરે) ની ખેતી/બિનખેતીની મિલકતનો <u>મિલકત ફેરખત/વેચાણ(મિલકતની ફાળવણી)</u> લેખ કરી આપેલ છે?	હા
2	લેખમાં દર્શાવ્યા મુજબ <u>118.14</u> ચો.મી. ખેતી/બિનખેતીની મિલકતનો માટે લેખ કરી આપેલ છે ?	હા
3	લેખમાં દર્શાવ્યા મુજબની વિગતે અવેજની રકમ મળેલ છે ?	હા
4	લેખમાં દર્શાવેલ વિગતો વાંચી, વંચાવી, સમજી, વિચારીને તમે પોતે જાતે જ સહી/અંગુઠાની છાપ કરેલ છે તે તમે કબૂલ રાખો છો ?	હા
	પાવર ઓફ એટર્ની આપનાર દસ્તાવેજની તારીખે હયાત છે?	લાગુ પડતું નથી
	પાવર ઓફ એટર્નીના લેખમાં પાવર ઓફ એટર્ની આપનાર વ્યક્તિઓ સહી/અંગુઠાનું નિશાન કરેલ છે?	લાગુ પડતું નથી
	પાવર ઓફ એટર્નીનો લેખ દસ્તાવેજની તારીખે અમલમાં છે?	લાગુ પડતું નથી
8	ઓળખાણ આપવા સારૂ તમને ઓળખતા હોય તેવી વ્યક્તિઓ સાથે લાવ્યા છો?	હા
ઓળખાણ આપનારને પુછવાના પ્રશ્નો		
	દસ્તાવેજ લખી આપનાર વ્યક્તિઓ કે જેઓએ કબુલાત આપી તેઓને તમે જાતે ઓળખો છો ?	હા
	દસ્તાવેજમાં લખેલ નામ અને કબુલાત આપનાર વ્યક્તિઓ એક જ છે ?	હા
3	કોઈ વ્યક્તિએ ખોટું નામ ધારણ કરીને કબુલાત આપી નથી જેની તમે ખાતરી આપો છો ?	હા



લખી આપનાર/સંમતિ આપનાર/કુ.મુ.ની સહી

1.	
2.	

ઓળખાણ આપનારની સહી

1.	
2.	

S.R.O-Surat - 5 Althan
સબ રજીસ્ટ્રાર

SRT/5/ALN

6449

30

33

2023

(G2.0) 09/05/2023 2:45 PM

Serial No. 6449 Presented of the office of the
Sub-Registrar of S.R.O-Surat - 5 Althan
Between the hour of 14 To 15 on Date
09/05/2023

Receipt No :- 202331900009858

Received Fees as following

	Rs.
Registration	156520.00
Side Copy Fee (40)	800.00
Other Fees	0.00
TOTAL :-	157320.00



Document Type: Convayance/Sale : Allotment of property
20230408412662426



SDB DIAMOND BOURSE ની અધિકૃત વ્યક્તિ
HIRENGIRI GOSVAMI

Y V AHIR
Sub Registrar
S.R.O-Surat - 5 Althan

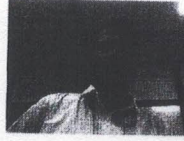
Y V AHIR
Sub Registrar
S.R.O-Surat - 5 Althan

No	Party Name and Address	Age	Photograph	Thumb Impression	Signature
----	------------------------	-----	------------	------------------	-----------

Executing

1 SDB DIAMOND BOURSE ની અધિકૃત
વ્યક્તિ HIRENGIRI GOSVAMI

KATARGAM, SURAT ,,,,,,

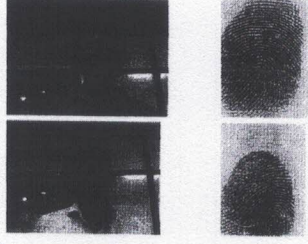


**Executing Party
admits execution**

SRT/5/ALN		
6449	31	33
2023		

(G2.0) 09/05/2023 2:45 PM

1 CHIRAG RAMESH VORA
 ,KRUSHANA BUILDING,VRAJBHUMI
 CHOWK,SARTHANA,SURAT_CITY (સુરત સીટી),SURAT
 (સુરત),GUJARAT (ગુજરાત),395006



2 NILESHKUMAR BABUBHAI PATEL
 7,SHREEJI AWAS,MINIBAZAR,SURAT,SURAT_CITY (સુરત
 સીટી),SURAT (સુરત),GUJARAT (ગુજરાત),395010

**State that they personally known above named
 executant and indentifies him/them.**



1

Date: 9 Month: May -2023

(Signature)

**Y V AHIR
 Sub Registrar
 S.R.O-Surat - 5 Althan**

Circular No.: EJR/VAHAT/347/2014/13001 to 13364

That explained about details of document to party no. as per circular no. EJR/VAHAT/347/2014/13001 to 13364 and circular no. EJR/VAHAT/347/2014/32392 to 32757, dated: 11/11/2016 of Inspector general of registration, gujarat state, gandhinagar, and confirmed their identity by identifiers and completed thr procedure as per section - 34,35,58 and 59 of registration act., 1908.

(Signature)

**Y V AHIR
 Sub Registrar
 S.R.O-Surat - 5 Althan**

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SRT/5/ALN		
6449	32	33
2023		

Produced Form No.1
for finalise the Marketvalue.

Date: 09/05/2023



Y V AHIR
Sub Registrar
S.R.O-Surat - 5 Althan



Verified PAN No/GIR No as per
IncomeTax Rules 1962.

Executant No
Claiment No 1
Confirmer No

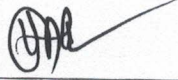
Date: 09/05/2023



Y V AHIR
Sub Registrar
S.R.O-Surat - 5 Althan

Received Copies of Certified Evidence of Seller, Buyer and
Identifiers of Document

Date: 09/05/2023



Y V AHIR
Sub Registrar
S.R.O-Surat - 5 Althan

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SRT/5/ALN		
6449	33	33
2023		

1 નંબરની બુકના 6449 નંબરે નોંધ્યો છે.
તારીખ: 09-05-2023



Y V AHIR
સબ રજીસ્ટ્રાર
સુરત - 5 અલ્ટમાન



Inspector General of Registration
Revenue Department, Government of Gujarat
રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર 202331900009858 દસ્તાવેજ નંબર 6449 દસ્તાવેજ વર્ષ 2023
તારીખ 9 માહે મે સને 2023
દસ્તાવેજનો પ્રકાર Conveyance/Sale(Allotment of property) અવેજ 15651481.00
રજુ કરનારનું નામ SDB DIAMOND BOURSE ની અધિકૃત વ્યક્તિ HIRENGIRI GOSVAMI
દાખલકાન નંબર 20230408412662426

નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....	156520.00
નકલ કરવા ની ફી સાઈડ / ફોલીઓ.....	800.00
શેરોની નકલ કરવા માટે ફી.....	
ટપાલ ખર્ચ.....	
નકલો અથવા ચાટીઓ (કલમ ૬૪ થી ૬૭).....	
શોધ અગર તપાસણી.....	
ઈંડ કલમ-૨૫.....	
કલમ-૩૪ (કલમ-૫૭).....	
નકલ ફી ફોલીઓ.....	
ઈન્ડેક્સ-૨ ફી.....	
અન્ય ફી.....	



કુલ એકંદરે રૂ. 157320.00

અંકે રૂપીયા એક લાખ સત્તાવન હજાર ત્રણ સો વીસ પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશે.

અગર Authority Name :NILESH PATEL 7227034502 ને આપશો

રજુ કરનારની સહી

Y V AHIR
સબ રજીસ્ટ્રાર
સુરત - 5 અલથાણ



અનુક્રમશિક્ષા નંબર - ૨

સોન-રજીસ્ટ્રાર ક્ષેત્રી

એસ. આર. ઓ - ૫ અલખાપુર

ગામનું નામ	દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટના કિસ્મતમાં આકર પટે આપનાર અથવા પટે ગામનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ધર નંબર (જો કંઈ પણ હોય તો)	ક્ષેત્રફળ	આકર અથવા જુદી આપવામાં આવે ત્યારે તે.	દસ્તાવેજ કરી આપનાર પાકારનું નામ અથવા દિવાની કેટલા યુગ્મનામ્ના અથવા આકરના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પાકારનું નામ અથવા દિવાની કેટલા યુગ્મનામ્ના અથવા આકરના સંબંધમાં વાદીનું નામ	સહીની તારીખ તોફાણીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	થોરો
KHAJOD	ફારવની રો. 156651481.00	પ્લોટ નં. 177 જમીન પેટા 561.98 હે.જમીન જે ડ્રીમ સીટી ને ફળવવામાં આવેલ જમીન પેટા આશરે 35.54 એકર એટલે કે 143825.40 ચો.મી. વાળી જમીન જેના પર આવેલ સુરત ડાયમંડ જુવેલ્સ માં સ્થળ પર બિલ્ડીંગ નં. જે માં ત્રીજા માળે આવેલ યુનિટ નં. 304, જેનું કાપેટ ક્ષેત્રફળ 118.14 ચો.મી.		SDB DIAMOND BOURSE ની અધિકૃત વ્યક્તિ HIRENGIRI GOSVAMI	KAPU GEMS LLP A PARTNERSHIP FIRM AUTHORIZED DEDICATED PARTNER DIYALBHAI KALUBHAI PATEL	09/05/2023 09/05/2023	6449		

ઈ-પેમેન્ટ થી ટ્રાન્ઝેક્શન ID No. 20230510952088321 Date. 10-05-2023 થી મળેલ છે.


સ્ટેમ્પ	રો. ૩૦૦
નકલ ફી	રો. ૨૦



Nilesh Patel ની તારીખ 10/05/2023 ના રોજની

અરજી નંબર : 8012023464364

તારીખ : 10/05/2023

Digitally signed by:

DS INSPECTOR GENERAL OF REGISTRATION
 S.R.O-Surat - 5 Althan
 Date: 10-05-2023 17:45:24 IST
 SURAT ,GUJARAT

આ નકલ સીસ્ટમ જનરેટ થોવાથી સબરજીસ્ટ્રારની સહીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુક્રમશિક્ષા નં. : ૨ ની નકલમાં કોઈ ફેરફાર/ચોટા કરવા કે ખોટી નકલ બનાવવી ફોજદારી ગુનો બને છે.

પ્રિન્ટ તારીખ : 5/10/2023 5:43:18 PM