

## Agreement

### -: Property Schedule :-

Office No. **A - 509** "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

### Promoter/ Bourse

**SDB Diamond Bourse**

### Allottee

**DIRGH DIAMOND PVT LTD**

Mo.: 98790 54755  
98988 88151

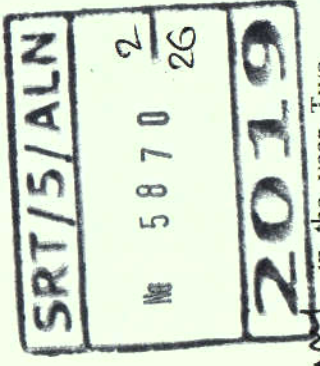
**B. N. Antala**  
**N. B. Patel**

Advocate

7, Shreeji Aavas, Minibazar,  
varachha Road, Surat







### AGREEMENT

This Agreement made at Surat this 17<sup>th</sup> day of Sept in the year Two Thousand and Nineteen

BY AND BETWEEN **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 authorised signatory:

Mr. H.S. Goswami Aged about 44 years, Service by occupation, Address as above.

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

AND

**DIRGH DIAMOND PVT LTD(PAN : AAECD6704F), A Registered Company** , CIN : U36910MH2013PTC305270

**Address: Plot NO-92, Kabinwadi NR, Samarthan B/H New Silk Mills A.K Road Surat.**

by the hands of its authorised signatory and director :

**LAXMIDAS BALUBHAI VEKARIYA, Aged about 45 Years , Address : As Above.**

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

### WHERE AS :

- (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 SDB Diamond Bourse, the State Government recognised 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

Bourse:

Allottee:



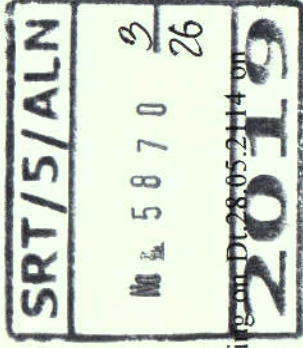
For, SDB DIAMOND BOURSE  
Authorized Signatory

FOR DIRGH DIAMOND PVT. LTD

*(Signature)*

DIRECTOR





period commencing on Dt. 17.10.2016 and expiring on Dt. 28.05.2014 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 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 industry and all the members shall be obliged to observe the same.

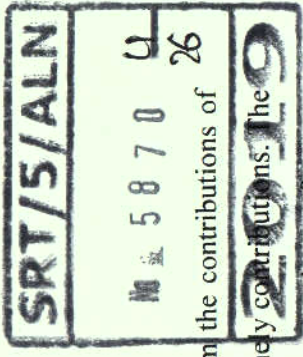


For, SDB DIAMOND BOURSE  
Authorized Signatory

Bourse: *CHAMAN CHITAN BORA*  
Allottee: *CHAMAN CHITAN BORA*  
DIRECTOR

FOR DIRGH DIAMOND PVT. LTD





- (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 DREAMCITY NO. 001, Dt. 28.02.2019. The details of the building plans are as under:

| Name of building (On plan) | No. of floors          | Total No. of Units | Total Builtup area (As per Plan) |
|----------------------------|------------------------|--------------------|----------------------------------|
| Tower-1                    | Ground + 15            | 161                |                                  |
| 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                | 372503.44                        |
| Tower-9                    | Ground + 15            | 541                | sq.mts.                          |
| 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/ 100419, Dt:**

**10/04/2019** authenticated copy is attached in Annexure 'B';

- (15) The Allottee has applied to the Bourse for allotment of commercial Unit (hereinafter called 'Apartment') No 509 on floor 5 in wing - situated in the building No. A On Site ( 2 - On Plan) being constructed in the said Project. The carpet area of the said Apartment is 299.58 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

Bourse:

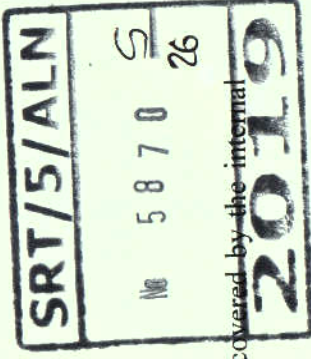
Allottee:



FOR SDB DIAMOND BOURSE  
Authorized Signatory

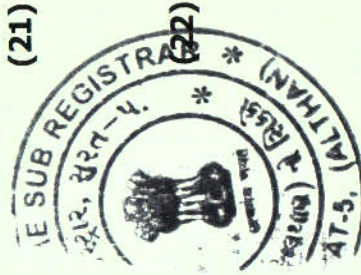
FOR DIRGH DIAMOND PVT. LTD.  
DIRECTOR  
*(Signature)*





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.



For, SDB DIAMOND BOURSE  
Authorized Signatory

FOR DIRGH DIAMOND PVT. LTD.

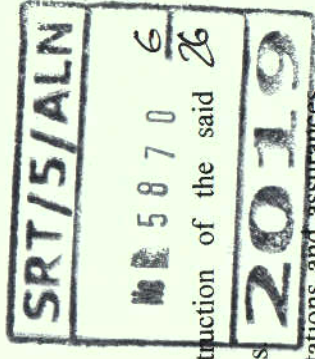
*Signature*

DIRECTOR

Bourse:

Allottee:





- (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. 1,15,00,000/- (Rupees One Crore Fifteen Lac Only)** only, being his/her/its 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 here underwritten (hereinafter for brevity's sake referred to as the "said apartment").

**NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS 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 entitle 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 509 having carpet area of 299.58 sq. mtrs. on 5 floor in wing - situated in the building No. A On Site ( 2 - On Plan) against the contribution from the allottee a sum of **Rs. 3,96,87,911/-**, to be worked out on actual cost sharing basis and

Bourse:

Allottee:



Authorized Signatory

For, SDB DIAMOND BOURSE

FOR HIGH DIAMOND BOURSE  
DIRECTOR  
1) 22/01/2019



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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. 3,96,87,911/-**

**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 1,15,00,000/-** (Rupees **One Crore Fifteen Lac Only** 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.

The allottee agrees to pay a further sum of **Rs. 2,81,87,911/-** 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



For, SDB DIAMOND BOURSE

Authorized Signatory

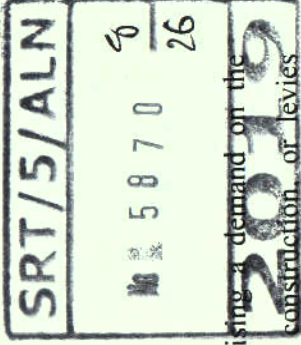
FOR DIRGH DIAMOND PVT. LTD

DIRECTOR

Bourse:

Allottee:





time. The Bourse undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost of construction, 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 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 1(a) of this Agreement. Delay in such payment shall carry interest at the rate as may be decided in the AGM of bourse.

**1(h)** 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 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 372503.44 square meters in the said Project. The Bourse



For, SDB DIAMOND BOURSE

Authorized Signatory

Bourse:

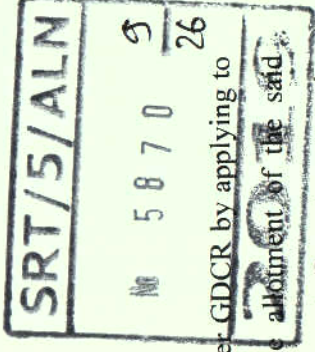
Allottee:

DIRECTOR

OR DIRGH DIAMOND PVT. LTD.

AP 29/5/19 12/13/18/19/20





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 FSI, if available, and on the understanding that the declared proposed FSI 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 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

Bourse:

Allottee:



For, SDB DIAMOND BOURSE  
Authorized Signatory

DR DIRGH DIAMOND PVT. LTD  
DIRECTOR





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 -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) 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.



For, SDB DIAMOND BOURSE  
Authorized Signatory

DIRECTOR

DR DIRGH DIAMOND PVT. LD

Bourse:

Allottee:







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**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

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 clearnace 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;



For, SDB DIAMOND BOURSE  
 Authorized Signatory

FOR DIRGH DIAMOND PVT. LTD

Signature of Director

DIRECTOR

Bourse:

Allottee:



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- 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 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/herselves 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 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.
- 14.3** To maintain the Apartment at the Allottee's own cost in good and tenantable 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.



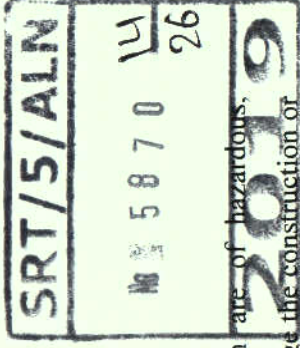
For, SDB DIAMOND BOURSE  
Authorized Signatory

Bourse:

Allottee:

FOR DIRGH DIAMOND PVT. LTD. (BTLV)  
11/12/2019  
DIRECTOR





- 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 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.
- 14.6** 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.
- 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.



For, SDB DIAMOND BOURSE  
Authorized Signatory

Bourse:

Allottee:

DR DIRGH DIAMOND PVT. LTD  
MAGISTRAR ALTMAN  
DIRECTOR







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 or agreed to take such Apartment.

**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.



For, SDB DIAMOND BOURSE  
Authorized Signatory

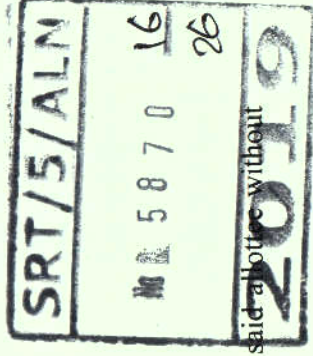
*[Signature]*

Bourse:

Allottee:

DIRECTOR

FOR DIRGH DIAMOND PVT. LTD  
*[Signature]*





**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**

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**

If 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.

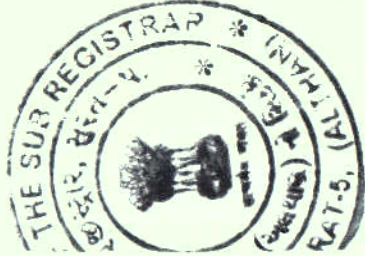
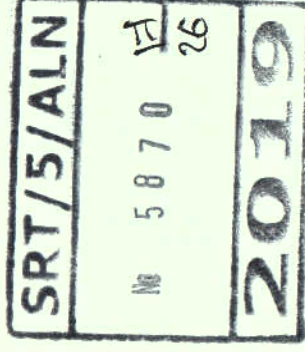
**24. FURTHER ASSURANCES**

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.

For, SDB DIAMOND BOURSE

  
Authorized Signatory

Allottee:

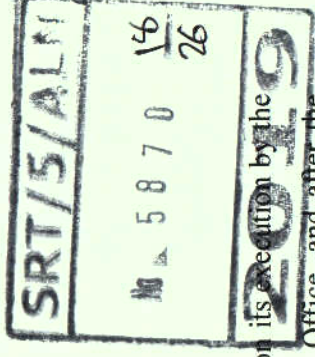


DIRECTOR

DR DIRGH DIAMOND PVT. LTD

11/3/2019  
11/3/2019





## 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 ID/Under Certificate of Posting at their respective addresses specified below:

Name and Address of Allottee :

**DIRGH DIAMOND PVT LTD**

Notified E-mail ID: [dirghdiamondpvtltd@gmail.com](mailto:dirghdiamondpvtltd@gmail.com)

Bourse name and Address-

**SDB Diamond Bourse,**

registered office at: 67, 1st floor, Tapti Exports, Gotalawadi, Katargam, Surat - 395006

Notified E-mail ID: [info@sdbbourse.com](mailto: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

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.



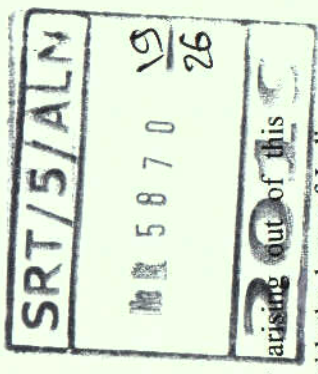
For, SDB DIAMOND BOURSE

Bourse:   
Authorized Signatory

Allottee:

DR DIRGH DIAMOND PVT. LTD  
CHAIRMAN  
DIRECTOR





### 31. GOVERNING LAW

That the rights and obligations of the parties under or 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 IN 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 1 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.

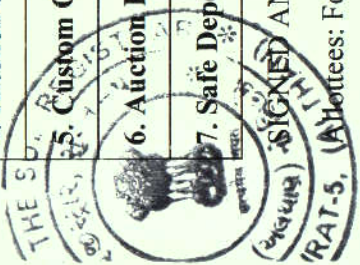
said land held by SDB Diamond Bourse is bound as under:

On North: 60 Mtr. road  
On East: 40 Mtr. road

On South: 60 Mtr. road  
On West: 60 Mtr. Road

### Second Schedule Above Referred to the nature, extent and description of common areas and facilities.

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



AND DELIVERED BY THE WITHIN NAMED

DIRGH DIAMOND PVT LTD, Director,

LAXMIDAS BALUBHAI VEKARIYA

Bourse: (1) A.S. Kusumi For, SDB DIAMOND BOURSE  
(Authorized Signatory) [Signature] Authorized Signatory

in the presence of WITNESSES:

1. Name & Signature [Signature]

2. Name & Signature [Signature]

For, SDB DIAMOND BOURSE  
Bourse:

Authorized Signatory

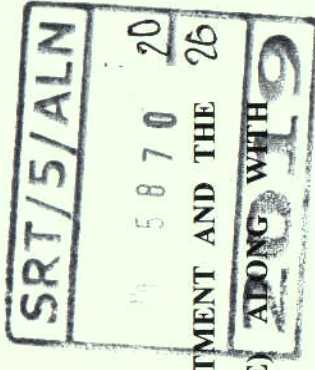
FOR DIRGH DIAMOND PVT. LTD

[Signature]

DIRECTOR

Allottee:



**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. |
|--------------------|--------------------|--------------------|--------------------|-----------------|----------------------|
| 509                | A                  | -                  | 2                  | 5               | 299.58               |

The said unit is bound as under:

On North: **PASSAGE**  
On East: **ELV ROOM**

On South: **TOWER - B**  
On West: **LIFT**

**SCHEDULE 'B'****FLOOR PLAN OF THE APARTMENT ONLY**

| Unit No. (On site) | Building (On site) | Unit No. (On plan) | Building (On plan) | Floor (On plan) | Carpet area sq. mtr. |
|--------------------|--------------------|--------------------|--------------------|-----------------|----------------------|
| 509                | A                  | -                  | 2                  | 5               | 299.58               |

The said unit is bound as under:

On North: **DIAMOND CLUBA**  
On East: **ELV ROOM**

On South: **TOWER - B**  
On West: **LIFT**

**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 DIRGH DIAMOND PVT. LTD**

*CHANDRA SHEKHAR UJJA*  
**DIRECTOR**

**For, SDB DIAMOND BOURSE**

Bourse: *[Signature]*

Authorized Signatory

Allottee:





SRT/5/ALN  
No 5870 21  
26  
2019

Promoter/ Bourse :-

SDB Diamond Bourse authorized signatory

Mr. H. S. GOSVAMI



For, SDB DIAMOND BOURSE

Signature \_\_\_\_\_

Authorized Signatory

The Allottee :-



FOR DIRGH DIAMOND PVT. LTD

*CHANDAN CHALUJI*

Signature \_\_\_\_\_

DIRECTOR







No 5870

22  
26

# SURAT DIAMOND BOURSE 019

Promoted by SDB DIAMOND BOURSE A Section 8 Company Registered Under The Companies Act, 2013

CIN NO. U74140GJ2014NPL081370

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF SDB DIAMOND BOURSE(CIN: U74140GJ2014NPL081370) HELD ON 14<sup>TH</sup> APRIL, 2019 AT THE REGISTERED OFFICE SITUATED AT 1<sup>ST</sup> FLOOR, TAPTI EXPORTS, PATEL FALIA, GOTALAWADI, KATARGAM, SURAT, GUJARAT-395004.**

To authorise to sign the Agreement including to register the agreement before Sub-registrar, Surat.

**RESOLVED THAT** the consent of the Board of Directors be and hereby given for execution of an agreement, as per the draft of the agreement tabled before the meeting and initialled by the chairman for purpose of identification, to be entered between the company and its members.

**FURTHER RESOLVED THAT** any one person mentioned below

1. Mr. Gopal Phophaliya- CIO

Mr. Pratik Koralkwala- Legal Compliance Officer

Ashish Dhorajiya

Hiren Goswami



and is hereby authorized to sign the said agreement including to register the said agreement before sub-registrar, surat and to do such acts, things, deeds as may be necessary or proper to carry out the purposes mentioned hereinbefore.”

**FOR SDB DIAMOND BOURSE**

Date: 10.05.2019

Place:Surat

Manubhai Bholabhai Davariya

Director

DIN:0533035

*M. B. Davariya*

Surat Office : 67, 1st Floor Tapti Exports, Patel Falia, Nr. Dharmnandan Diamonds, Opp. HVK, Gotlalawadi, Katargam, Surat-395004. (Gujarat) INDIA

Phone : +91-261-6651130 • E-Mail : info@sdbbourse.com • Website : www.sdbbourse.com

Mumbai Office : 11B, 2nd Floor, A Wing, Laxmi Tower, Near ICICI Bank, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051.

Phone : + 91 22 26533764

**SDB DIAMOND BOURSE**

**GST No. 24AAVCS2416E1ZD**

☎ 72270 34502 / 0261-2535400







SRT/5/ALN

5870

24 26

2019

(W) 17/06/2019 3:37 PM

Receipt No :- 2019319012551

Serial No. 5870 Presented of the office of the Sub-Registrar of S.R.O-Surat - 5 Althan Between the hour of 14 To 15 on Date 17/06/2019

Received Fees as following

|                    |               |
|--------------------|---------------|
| Registration       | Rs. 30.00     |
| Side Copy Fee (27) | 270.00        |
| Other Fees         | 0.00          |
| <b>TOTAL :-</b>    | <b>300.00</b> |



SDB DIAMOND BOURSE by the hands of its authorised signatory HIRENGIRI S.GOSVAMI

*J.C. Bhatporia*

J.C. Bhatporia  
Sub Registrar  
S.R.O-Surat - 5 Althan

*J.C. Bhatporia*

J.C. Bhatporia  
Sub Registrar  
S.R.O-Surat - 5 Althan

| Sl.no | Party Name and Address | Age | Photograph | Thumb Impression | Signature |
|-------|------------------------|-----|------------|------------------|-----------|
|-------|------------------------|-----|------------|------------------|-----------|

Executing

24



1 SDB DIAMOND BOURSE by the hands of its authorised signatory HIRENGIRI S.GOSVAMI  
67, TAPTI EXPORTS, KATARGAM, SURAT

PANNO:AAVCS2416E



45



2. DIRGM DIAMOND PVT LTD A REGISTERED COMPANY by the hands of its authorised signatory and director LAXMIDAS BALUBHAI VEKARIYA  
A K ROAD SURAT

Executing Party admits execution

*J.C. Bhatporia*



|           |    |    |
|-----------|----|----|
| SRT/5/ALN |    |    |
| 5870      | 25 | 26 |
| 2019      |    |    |

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1 NILESH B.PATEL- ADVOCATE  
VARACHHA ROAD SURAT



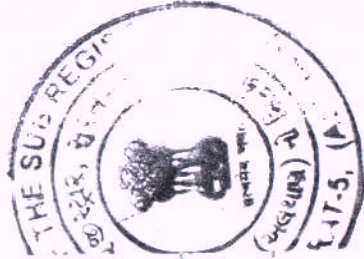
Known to the under signed Sub-Registrar state that the personally known the above executant and identifies him/them.

1. *N. Bhat*

Date: 17 Month: June -2019

*J.C. Bhatporia*

J.C. Bhatporia  
Sub Registrar  
S.R.O-Surat - 5 Althan



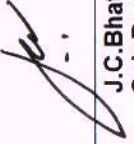


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|           |    |    |
|-----------|----|----|
| SRT/5/ALN |    |    |
| 5870      | 26 | 26 |
| 2019      |    |    |

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


Date: 17/06/2019



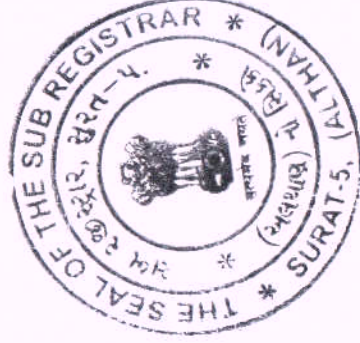
J.C. Bhatporia  
Sub Registrar  
S.R.O-Surat - 5 Althana

1 Book No. 5870 Registered No.

Date: 17-06-2019



J.C. Bhatporia  
Sub Registrar  
S.R.O-Surat - 5 Althana





## રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર ૨૦૧૯૩૧૮૦૧૨૫૫૧ દસ્તાવેજ નંબર ૫૮૭૦ દસ્તાવેજ વર્ષ ૨૦૧૯  
તારીખ ૧૭ માહે ૧૭મ્ સને ૨૦૧૯

દસ્તાવેજનો પ્રકાર: બાનામત (કલ્જા વગર)

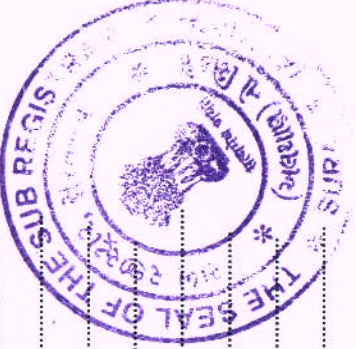
અવેજ ૦.૦૦

રજુ કરનારનું નામ SDB DIAMOND BOURSE by the hands of its authorised signatory HIRENGIRI S.GOSVAMI

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી..... ૩૦.૦૦  
નકલ કરવા ની ફી સાઈડ / ફોલીયો..... ૨૭૦.૦૦  
શેરોની નકલ કરવા માટે ફી.....  
ટપાલ ખર્ચ.....  
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭ ).....  
શોધ અગર તપાસણી.....  
દેડ કલમ-૨૫.....  
કલમ-૩૪ (કલમ-૫૭ ).....  
નકલ ફી ફોલીયો.....  
ઈલેક્સ-૨ ફી .....



કુલ ચેકદર રૂ. ૩૦૦.૦૦

અંકે રૂપીયા ત્રણ સો પુરા

દસ્તાવેજ

તે રજીસ્ટર ટપાલથી મોકલવામાં

ના દિવસે તૈયાર થશે અને

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

67, TAPTI EXPORTS, KATARGAM, SURAT

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તે આપશો

રજુ કરનારની સહી

J.C.Bhatporia

સબ રજીસ્ટ્રાર

સુરત - ૬ અલશાણ



