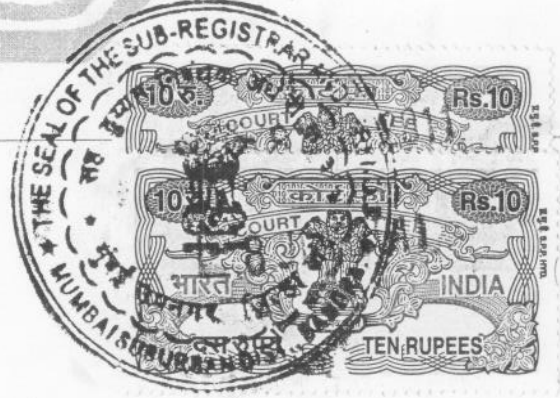




गावाचे नाव : कोलेकल्याण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप मान्यता पत्र
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 7,720,000.00
बा.भा. रु. 6,874,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (1) सिटिएस क्र.: 4207 वर्णन: मुळ दस्त दि 5/10/10, भरलेल्या मु शु रु 386000/-,
(असल्यास) प्रिमायसेस नं EC3022, 3 रा मजला, टॉवर नं ई, विंग सेंट्रल, भारत डायमंड बोर्स कॉ.,
बांद्रा कुर्ला कॉ., बांद्रा पू मु 51, प्लॉट नं 28, जी ब्लॉक, सी टी एस नं 4207, कोलेकल्याण
, सोबत 1 वाहनतळ, व इतर माहिती दस्तात नमूद केल्याप्रमाणे
- (3) क्षेत्रफळ (1) 45.35 चौ मी बांधीव
- (4) आकारणी किंवा जुडी देण्यात (1)
असेल तेव्हा
- (5) दस्तऐवज करून देण्या-या (1) श्याम स्टार जेम्स लि तर्फे संचालक सावजी डी. पटेल - -; घर/प्लॉट नं: 1 श्याम बंगलो
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा , प्लॉट नं 199/200, पुष्पा कॉलनी, मंचुभाई रोड, मालाड पू मु 97, AADCS 5179G;
दिवाणी न्यायालयाचा हुकुमनामा गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -;
किंवा आदेश असल्यास, प्रतिवादीचे पिन: -; पॅन नम्बर: -
नाव व संपूर्ण पत्ता
- (6) दस्तऐवज करून घेण्या-या (1) मे/- कपु जेम्स प्रा लि तर्फे भागीदार कल्पेश डी. वधानी - -; घर/प्लॉट नं: 14, दि ज्वेल
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा (रॉकसी) विल्डींग, मामा परमानंद मार्ग, ऑपरो हाऊस, मु 04 AADFK3266D; गल्ली/रस्ता:
दिवाणी न्यायालयाचा हुकुमनामा -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर:
किंवा आदेश असल्यास, वादीचे नाव -
व संपूर्ण पत्ता
- (7) दिनांक करून दिल्याचा 20/08/2011
- (8) नोंदणीचा 20/08/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 7645 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 368600.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



खरी प्रत

सह. दुय्यम निबंधक अंधेरी-३
मुंबई पनगर जिल्हा.



Saturday, August 20, 2011
10:52:33 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

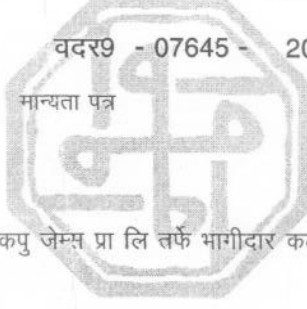
पावती क्र. : 7659

गावाचे नाव कोलेकल्याण

दिनांक 20/08/2011

दस्ताऐवजाचा अनुक्रमांक वदर9 - 07645 - 2011

दस्ता ऐवजाचा प्रकार मान्यता पत्र



सादर करणाराचे नाव: मे/- कपु जेम्स प्रा लि तर्फे भागीदार कल्पेश डी. वधानी - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (35) :- 700.00

एकूण रु. 30700.00

आपणास हा दस्त अंदाजे 11:06AM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 3 (अंधेरी)

सह दुय्यम निबंधक, अंधेरी-३,
मुंबई उपनगर जिल्हा.

बाजार मूल्य: 6874500 रु. मोबदला: 7720000 रु.

भरलेले मुद्रांक शुल्क: 386100 रु.

दस्ताऐवजाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: अे बी मु ;

डीडी/घनाकर्ष क्रमांक: 608747; रक्कम: 30000 रु.; दिनांक: 16/08/2011



(Handwritten signature)

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 23/08/2011

100/1

No 13190

खालेदाराची प्रत/ Party Copy



दि सी.के.पी. को ऑप. बँक लि.
The CKP Co.Op. Bank Ltd.

शाखा/ Br. दिनांक / Date 16/8/2011
मुद्रांक शुल्क/Stamp Duty रु./Rs. 100
सेवा आकारणी शुल्क / रु./ Rs. 10
Service Charges
No. of Documents 1

एकूण / Total रु./Rs. 110
अक्षरी रूपये / Amount in Words One
Hundred Ten only

मुद्रांक शुल्क भरण्याचे नाव / Name of stamp duty paying party M/s. Kapu Gems

पत्ता / Address 1, The Jewel (Roxy) Bldg., m.p. marg opera house Mumbai - 400 004

समोरच्या पक्षकाराचे नाव / Name of Counter party M/s. Kapu Gems

व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction Deed of Confirmation

धनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव / Name of the Drawee Bank



रोखपाल/Cashier



अधिकारीची सही
Authorised signatory

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे./This counterfoil has to be presented at the time of delivery of stamps.

DEED OF CONFIRMATION

This DEED OF CONFIRMATION made at Mumbai this 20 day of August 2011

We, **M/S. KAPU GEMS**, a partnership firm having its office at 1, The Jewel (Roxy) Bldg., Mama Paramanand Marg, Opera House, Mumbai - 400 004, (hereinafter referred to as the Purchaser) and **SHYAM STAR GEMS LTD**, being a Company registered under the Companies Act 1956 and having its registered address at 1 Shyam Bungalow, Plot No. 199 / 200, Pushpa Colony, Manchubhai Road, Malad (East), Mumbai - 400 097, (hereinafter referred to as the Said Vendor) do hereby state and confirm as under:

बदर-९/
०६५५ ९
२०११

SP

SP

उपरोक्त मुद्रांक प्रतिकां अन्वये द्यायल्ले टॅम्प खाली तपासले व एस.एम.एस./संबंधित प्राधिकृत अधिकार्यांशी दुरध्वनीवरून संपर्क साधून, गेट कोडर अडवून आला.



सह. दुकान निवडक अधिकारी - स

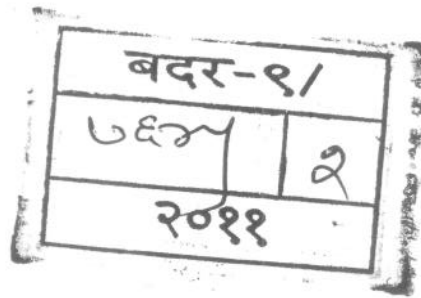
[Signature]

The C.K.P. Co-Operative Bank Ltd.
7/8, Vijay Nagar Bldg.,
M.C. Jawale Marg, Dadar,
Mumbai-400028.
D-S/STP/VYC.R.1025/01/05/335 TO
338

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150710
SPECIAL ADHESIVE
AUG 16 2011
INDIA
STAMP DUTY MAHARASHTRA
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10001001-PB5075

1	Nature of Documents	Deed of Confirmation
2	Registration Details If Registrable Name of S.R.O.	Registrable / Non-Registrable Ancheri-3
3	Franking Unique No.	04783
4	Property Description in Brief	
5	Consideration	
6	Stamp Purchaser Name (Party-I)	MIS-Kapu Gems
7	Name of the Other Party (Party-II)	Shyam Star Gems Ltd.
8	If through Name & Address	
9	Stamp Duty Amount (if fig.): (in words):	100/- One hundred only.
10	Authorised Person's full Signature & Seal	 

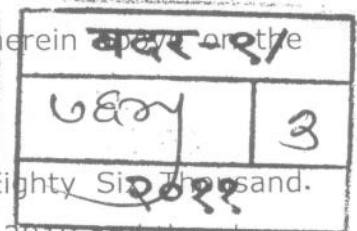


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We intend to record the sale transaction of an ownership Office being Office No. **EC3022** on the **3rd Floor** admeasuring about **488** sq. feet Built-up area in the Said building, constructed in the year 2009 namely "**BHARAT DIAMOND BOURSE COMPLEX**", (hereinafter for brevity sake, referred to as the "Said BDB") and the Said Building is lying on all that piece and parcel of Land bearing Plot No. C-28 at G-Block Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kolkalyan, Taluka Andheri, Registration District of Mumbai Suburban and more particularly described in the Schedule of Property hereunder and Block of Shares comprising of **488** Equity Shares having face value of Rs. 1,000 /- each bearing Distinctive Nos. **0787081 to 0787568** (both inclusive) held under Share Certificate No. **E/1302** with all rights, benefits and burden attached thereto including rights in respect of the Office premises, and **1 (One)** Car Parking Space bearing No. **F-1310**, in the building and the Block of Shares comprising of the **100** Equity Shares having face value of Rs. 1,000 /- each bearing Distinctive Nos. **0101601 to 0101700** (both inclusive) held under Share Certificate No. **P/1017** in respect of Office No. EC3022 (hereinafter for brevity sake, Share Certificate referred to as the "Said Shares") and the Said Premises purchased under SALE DEED CUM TRANSFER dated 5/10/2010, which is purchased by the Said Purchaser from the Said Vendor (hereinafter referred to as the Said SALE DEED CUM TRANSFER).



At the specific request of the Bharat Diamond Bourse (Name of the Lessee) vide its letter dated **27.06.2011** addressed to the Mumbai Metropolitan Region Development Authority (MMRDA), the MMRDA vide its No. **LC/BKC(G)/BDB(C-28)/934/2011** dated **03.08.2011** annexed hereto as attachment have granted permission to Sale Deed Cum Transfer/Deed of Confirmation (Mode of assignment) the premises as stated herein **बंदर-२/** on the terms and conditions as contained therein.



The Stamp Duty of Rs. 3,86,000 /- (Rupees Three Lakhs Eighty Six Thousand. Only) has been paid on SALE DEED CUM TRANSFER on 05.10.2010 and the above document has not been yet lodged for registration.

We say that, the Said Vendor entered into SALE DEED CUM TRANSFER of the Said Premises more particularly described in the said SALE DEED CUM TRANSFER, which is attached to this Deed of Confirmation as Annexure 'A'.

We say that, now we intend to register the said SALE DEED CUM TRANSFER.

[Handwritten signature]

[Handwritten signature]

We further say that, we both are now available for lodging the said SALE DEED CUM TRANSFER and hence we are entering into this Deed of Confirmation.

We feel it absolutely necessary to bring the fact that we entered into an SALE DEED CUM TRANSFER on the records of the Government and therefore, we are executing this Deed of Confirmation.

We say that, we have paid the Stamp Duty as required.

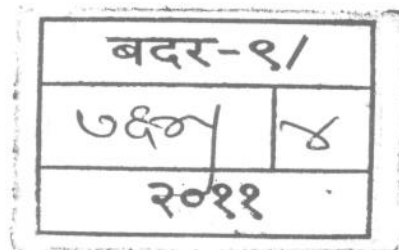
We further say that, what is stated hereinabove is correct to the best of our knowledge and belief and nothing is concealed herein.

SCHEDULE OF PROPERTY

An "Ownership" Office No. **EC3022**, on the **3rd Floor** admeasuring about **488** sq. feet Built-up area in the building known as BHARAT DIAMOND BOURSE, which is lying on all that piece and parcel of Land bearing Plot No. 28 at G Block, Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kotebalyan, Taluka Andheri, Registration District of Mumbai Suburban and the building is constructed in the year 2009 having ground PLUS 9 upper floors with lift facilities.



No. of Equity Shares	Face Value of Shares	Distinctive Nos.	Share Certificate No.	Allotted Office No.	Allotted Car Parking No.
488	1000	0787081 to 0787568	E/1302	EC3022	-
100	1000	0101601 to 0101700	P/1017		F - 1310



Handwritten signature/initials

Handwritten signature/initials

Dated 20 day of August, 2011

SIGNED AND DELIVERED by the)

Within named the Vendor)

SHYAM STAR GEMS LTD

THROUGH ITS DIRECTOR

MR. SAVJI D. PATEL

The Party of the One Part,

in the Presence of:)

with rubber stamp
For SHYAM STAR GEMS LTD.

Savji D. Patel
Director/Authorised Signatory



L.H.T.I



1. *[Signature]*

2. *[Signature]*

SIGNED AND DELIVERED by the)

Within named Purchaser)

M/S. KAPU GEMS

THROUGH ITS PARTNER

MR. KALPESH D. VAGHANI

The Party of the Second Part,)

In the presence of:)

with rubber stamp
For KAPU GEMS

Kalpesh D. Vaghani
Partner

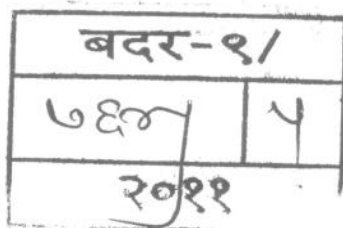


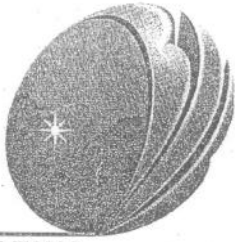
L.H.T.I



1. *[Signature]*

2. *[Signature]*





BDB/L/SVI/1163A

27th June, 2011

To,

Shyam Star Gems Ltd.
01, Shyam Bungalow, Plot No. 199/200
Pushpa Colony, Fatimadevi School Lane,
Malad (E), Mumbai-400 097.

Dear Sir,

Sub: Provisional NOC for creating Transfer

We hereby inform you that we have NO OBJECTION for proposed Transfer of Block of Shares with Occupancy Rights for the Office Premises at Bharat Diamond Bourse, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051.

Sr. No	Share Certificate No.	Block of Shares	Premises No.
1	E/1302	488	EC3022

This provisional NOC is subject to the following condition:-

- 1) We have no- objection to the proposed transfer by you "subject to consent from MMRDA to the proposed transfer" to the said Kapu Gems of the Block of Shares held by you and incidental thereto the right to occupy and use the Stipulated Premises subject however to the following:
 - a) You & proposed purchaser, Kapu Gems, fulfilling, complying and abiding, at all times, with the various terms, conditions and obligation as stated in the Articles of Association of the Company.
 - b) Mumbai metropolitan Region Development Authority (the MMRDA") giving its previous written consent for the proposed transfer of the Block of Shares and incidental thereto the right to occupy and use the Stipulated premises as stated in clause 2 (q)of the Lease Deed executed between the MMRDA and the Company.

BDB shall obtain NOC/ approval from MMRDA for Transfer in favour of Kapu Gems.

Thanking You,

Yours truly,

For Bharat Diamond Bourse

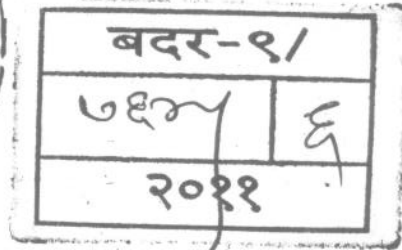
Kaushik Chattoraj

Divisional Head -Finance & Administration

Authorized Representative

CC.: Kapu Gems

14-15, the Jewel (Roxy) Bldg, M.P. Marg,
Opera House, Mumbai- 400 004.



"At the specific request of the Bharat Diamond Bourse vide its letter dated addressed to the Mumbai Metropolitan Region Development Authority (MMRDA), the MMRDA vide its letter No. LC/BKC(G)/BDB/.../11, dated, annexed hereto as **ANNEXURE** have granted permission to assign the premises as stated herein above on the terms and conditions as contained therein."

..2/-



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

मुंबई महानगर प्रदेश विकास प्राधिकरण

No.LC/BKC(G)/BDB(C-28)/ 934 /2011

Date : 03-08-2011

To,
The Company Secretary,
Bharat Diamond Bourse,
Plot No.C-28, 'G' Block
Bandra-Kurla Complex,
Bandra (East), Mumbai-400 051.

Sub : Allotment of Plot No.C-28 in 'G' Block of BKC.
- Consent to assign the premises.

Ref. : Your letters dated 27-06-2011.

Sir,

With reference to your letters under reference on the subject mentioned above, I am directed to inform you that the Metropolitan Commissioner is pleased to grant his consent to assign the demised premises as stated below constructed on the Plot No.C-28 in 'G' Block of Bandra Kurla Complex :-

Sr. No.	Office No.	Share Certificate No.	Name of the Assignor	Name of the Assignee	Area (sq. Mtr.)	Mode of Assignment
1.	FW 8010	F/1702	Shailendra J. Modi	Bharat Marketing India Pvt. Ltd.	64.65	Sub-lease
2	EC 3022	E/1302	Shyam Star Gems Ltd.	Kapu Gems	31.73	Sub-lease
3	CC 3121	C/0483	Dinesh Shantilal Desai	Sheetal Manufacturing Co. Pvt. Ltd.	39.12	Sub-lease
4	CC 3122	C/0484	Dinesh Shantilal Desai	Sheetal Manufacturing Co. Pvt. Ltd.	19.38	Sub-lease

2. The consent is granted on the following terms and conditions :-

- The Consent for assignment of the premises is subject to Lease Deed executed between Mumbai Metropolitan Region Development Authority and Bharat Diamond Bourse on 31-03-2010.
- All the obligations devolving upon you in terms of the above said Lease Deed shall be performed in strict accordance with the said Lease Deed and shall be binding upon the Assignee.
- The assignee should use the demised premises for the purpose stated in Article 2(n) of the Lease Deed referred to above & for no other purpose.
- The instrument of intended transfer shall include the following Clauses:-

(a) **Recital Clause :-**

"At the specific request of the Bharat Diamond Bourse vide its letter dated addressed to the Mumbai Metropolitan Region Development Authority (MMRDA), the MMRDA vide its letter No. LC/BKC(G)/BDB/.../11, dated, annexed hereto as **ANNEXURE** have granted permission to assign the premises as stated herein above on the terms and conditions as contained therein."

..2/-

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

(b) Article Clause :-

"NOTWITHSTANDING anything contained herein, this (Name of the document) shall be enforceable subject to the conditions, covenants and stipulations contained in the Lease Deed executed between Mumbai Metropolitan Region Development Authority and Bharat Diamond Bourse on 31-03-2010."

- (v) This consent should be exercised within 90 days from the date of this letter and a copy of the INDEX-II of the transfer document so executed & registered with the Sub-Registrar of Assurance should be submitted to this office for records.
- (vi) The assignment charges equal to 10% of the stamp duty chargeable on the instrument of Deed of Assignment should be paid to MMRDA immediately within seven days after execution & registration of the Deed of Assignment. Delay in payment will attract interest @ 14% p.a.

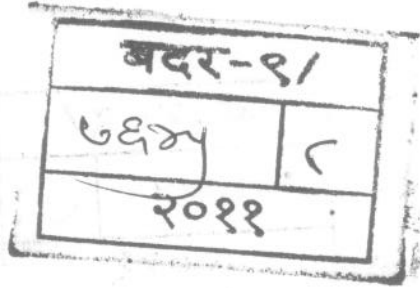


Yours faithfully,

(Signature)
 (A.R. WANKHADE)
 Dy. Metropolitan Commissioner
 MMRDA.

Copy to :

- 1) M/s. Shailendra J. Modi
- 2) M/s. Shyam Star Gems Ltd.
- ✓ 3) M/s. Dinesh Shantilal Desai



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BHARAT DIAMOND BOURSE

DIAMOND CENTRE OF THE WORLD



(Incorporated under Section 25 of the Companies Act, 1956)

Registered Office: 391, Dr. Dadasaheb Bhadkamkar Marg, Swastik Cinema Building, Mumbai - 400 004.

Administrative Office: G Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051.

SHARE CERTIFICATE

IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within-mentioned (s) bearing the distinctive number(s) herein specified in the above Company subject to the Memorandum and Articles of Association of the Company and the amount endorsed hereon has been paid-up on each such share

03/4

Equity Shares each of

Rs. 1,000/-

Amount paid-up per share

1,000/-

Registered Folio No. 0521

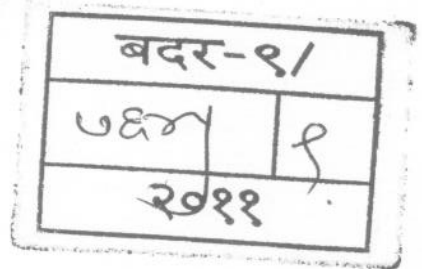
Name(s) of Holder(s) : SHYAM STAR GEM & J. LTD.

Certificate No. E/1302



No. of Share(s) held : 488

Distinctive No.(s) of Share(s) From : 0787081 To 0787568



Under the Common Seal of the Company on this 11 2 AUG 2010

Consolidated Stamp Duty paid vide mudrank no. CSD 2010/Case No. 332/M-1 dt. 20/7/2010

The holder of this share certificate is entitled to the occupancy rights over the Office premises No. EC 3022 on the 3rd floor of Tower E of the "Bharat Diamond Bourse Complex" at Bandra Kurla Complex, Mumbai.

Director

Director

Authorised Signatory

मालमत्ता पत्रक

मौजे -- कोलेकल्याण

तालुका/न.भु.मा.का. -- न.भू.अ.बांद्रा

जिल्हा -- मुंबई उपनगर जिल्हा

शुद्ध शिट नंबर प्लॉट नंबर

क्षेत्र धारणाधिकार चौ.मी.

शासनादालेला आकरणीचा किर्वा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची निवतवेळ

२०७ ४३०७

Sq yds
[६३७४८ ८/९]
चौ.मी.
[५३३०२.४]
१८८२२९०.००
- ९७७८.९

१८७२५११.१
- २८७८.३० न.भू.क्र.
४२०७/२ नवीन मिळकत पत्रिका उघडलेने क्षेत्र कमी केले.

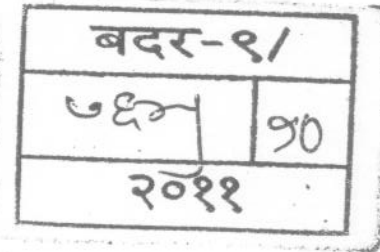
१८६९६३२.८

कार

मूळ धारक Agri



व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा मार (मा)	साक्षात्कन
१९६९ भा.स. च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स. च्या १९५८ अमलवजावणी कायद्यानुसार व भा स. च्या नाणे संबंधी कायद्यानुसार क्षेत्र आकाराचे रूपांतर केले.			सही - १९६९-०९-२५ ००:००:०० वि.जि.नि. भू.अ.क्र.३
१९९० मुंबई महानगर प्रदेश विकास प्राधिकरण यांचा २१/३/८५ चा अर्ज व नोंदपावती दि. १३/३/८६ प्रमाणे व न.भू.अ. क्रं. ३ यांचा आदेश दि. ३/१२/९०	SI	धा] मुंबई महानगर प्रदेश विकास प्राधिकरण.	सही - १९९०-१२-२१ ००:००:०० न.भू.अ. बांद्रा
१९९१ अर्ज, असि. लॅन्ड ऑफिसर बी.एम.आर. डी.ए. यांचे कंडील ताबे पावती दि. २/२/८८ व मा.न.भू.अ.क्रं. ३ मुंबई यांचे आदेशान्वये ९७७८.९ चौ.मी. क्षेत्र म.टेलीफोन निगमच्या नावाने वर्ग करून ४२०७/१ असी नवीन मिळकत पत्रिका उघडली.			सही - १९९१-०५-०२ ००:००:०० जि.नि.भू.अ तय्यु न.भू.अ



मालमत्ता पत्रक

मौजे - कोलेकल्याण


तालुका/न.भू.मा.का. -- न.भू.अ.बांद्रा

जिल्हा -- मुंबई उपनगर जिल्हा

शत शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची निवट वेळ

१०७

४३०४

व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कन
०६/१९९९ मा. जिल्हाधिकारी मुंबई उपनगर यांचे कडील आदेश क्र. No.C /Desk -VII -A LND /NAP /SR -A - ०५१ दि. २४/११/९८ अनुसार " सदरची जमिन अकृषिकांकडे वर्ग झालेली असून त्याची मोजणी करून घेण्यात आलेली नाही. अशी नोंद मा.ज. आ. आणि संभू.अ. (म.रा) पुणे यांचे कडील परिपत्रक क्रमांक एस्. व्ही. सी. आर - १६४ / ना.भू. ५/९८ दि. ४/२/९९ अन्वये घेण्यात आली.			सही - २८/०६/१९९९ न.भू.अ.बांद्रा.
८/२००३ अर्ज मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील विनशेती आदेश क्र.सी/डेस्क -III/C/एल एन डी/एन ए पी/एस आर ए ३८२ दिनांक ७/९/२००३ व त्यासोबतचा मंजूर आराखडा इकडील मो.र.सं.०५/२००३ दिनांक २१/२/२००३ व इकडील दिनांक २९/८/२००३ चे आदेशान्वये विनशेतीकडे वर्ग होणार २८७८.३० चौ.मी.क्षेत्राची न.भू.क्र.४२०७/२ अशी नविन स्वतंत्र मिळकत पत्रिका उघडली व न.भू.क्र.४२०७/२ क्षेत्र १८७२५११.१ चौ.मी.मधून न.भू.क्र.४२०७/२ कडे वर्ग होणारे क्षेत्र २८७८.३० चौ.मी.कमी केले.			फेरफार क्र.१४० प्रमाणे सही - २९/८/२००३ न.भू.अ.बांद्रा.

रजगारा -

खरी नक्कल -

न.भू.अ.बांद्रा

मुंबई उपनगर जिल्हा

क्रमांक ४५८३
दि. १०-६-१०
१०-६-१०
१० JUN 2010
१२०/१
६१
१२६१

खरी प्रत

खरी प्रत अधिकारी, खरी

बदर-९/
७६२५ ११
२०११



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No.TCP(P-2)/BKC-27(CC)/C-28/N/T-7&7B/1010 /2009

Date: 6 SEP 2009

OCCUPANCY CERTIFICATE

To,
Architect Reza Kabul,
Plot No. 78, 2nd Floor,
Turner Road, Bandra (W),
Mumbai-400 050.

Sub: Occupancy Certificate for Tower no.7 [consisting of Basement + Ground + 9 upper floors] & Tower no.-7B [consisting of Basement + Ground + 9 upper floors] of Commercial Building constructed on plot no. 'C-28' of 'G' Block of Bandra-Kurla Complex for 'Bharat Diamond Bourse' (BDB).

- Ref- (1) MMRDA's GC for amended drawings dt. 23/10/2001.
(2) MMRDA's NOC for Occupation for Tower T-2 & T-3 dt. 03/10/2007.
(3) MMRDA's NOC for Occupation for Tower T-1 dt. 15/01/2008.
(4) MMRDA's NOC for Occupation for Tower T-4 dt. 13/02/2008.
(5) MMRDA's NOC for Occupation for Tower T-5 dt. 1/04/2008.
(6) MMRDA's NOC for Occupation for Tower T-6 dt. 6/05/2008.



Sir,

1. The total built up area of Tower nos: 1 to 7 & 7B built on the plot under reference admeasuring 168973.43 sq.m is within the total permissible built up area as per the Agreement to Lease which is of 1,61,883.24 sq.m. for the Commercial Buildings of "Bharat Diamond Bourse" on plot no 'C-28' in 'G' Block of Bandra-Kurla Complex being completed.

Tower no.	NOC for OC is issued on	Built-Up Area As per NOC to OC (sq.m.)	Built-Up Area as per the amended as-built drawings (sqm)	Total Built-Up Area (sqm)	Remarks
Tower no. 1 (Basement +Gr + 7 floors)	15/01/2008	9,325.54	8,372.89	8,372.89	This built up area is to be read with the "as built" drawings enclosed along this letter.
Tower no. 2 (Basement +Gr + 9 floors)	3/10/2007	18,730.71	16,616.56	16,616.56	This built up area is to be read with the "as built" drawings enclosed along this letter.
Tower no. 3 (Basement +Gr + 9 floors)	3/10/2007	25,146.00	23,038.85	23,038.85	This built up area is to be read with the "as built" drawings enclosed along this letter.
Tower no. 4 (Basement +Gr + 9 floors)	13/02/2008	29,764.95	27,662.33	27,662.33	This built up area is to be read with the "as built" drawings enclosed along this letter.
Tower no. 5 (Basement +Gr + 9 floors)	1/04/2008	23,165.44	No change	23,165.44	NOC for OC is already issued
Tower no. 6 (Basement +Gr + 9 floors)	6/05/2008	22,462.37	No change	22,462.37	NOC for OC is already issued
Tower no. 7 (Basement +Gr + 9 floors)	—	—	24,841.88	24,841.88	This built up area is to be read with the "as built" drawings enclosed along this letter.
Tower no. 7B (Basement +Gr + 9 floors)	—	—	15,516.54	15,516.54	This built up area is to be read with the "as built" drawings enclosed along this letter.
	Total BUA	—	—	1,61,676.86	
	Permissible BUA	—	—	1,61,883.24	

बंदर-९/१
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2. The Tower nos.1,2,3,4,5,6,7,7B which are constructed and complete on the plot under reference under the supervision of (I) Architect, Reza Kabul (II) Shri. J. Ghose, Structural Engineer, M/s. Mahindra Raj Consultants Pvt. Ltd. are hereby permitted to be occupied subject to the condition that this Occupancy Certificate is valid after the following conditions are complied with:

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

- (1) As promised in the Undertaking given by applicant (BDB) dt.26/08/2009 that the applicant (BDB) shall pay the premium for the area covered by staircase, lift & lift lobbies taken free of FSI to MMRDA not later than the period of 60 days from the date of issuance of the Occupancy Certificate.
- (2) As promised in the Undertaking given by applicant (BDB) dt.26/08/2009 that the applicant (BDB) shall pay the penalty for additional work to MMRDA not later than the period of period of 60 days from the receipt of demand note from MMRDA.
- (3) As promised in the Undertaking given by applicant (BDB) dt.26/08/2009 that the applicant (BDB) shall pay the additional premium for grant of extension of period for completion of building to MMRDA not later than the period of 60 days from the receipt of demand note from MMRDA.
- (4) That the applicant (BDB) shall submit the certificates under section 133 of the MMRDA Act issued by Hydraulic Engineer, MCGM.
- (5) That any change in the constructed premises any time in future would require prior approval of MMRDA.
- (6) This permission is issued without prejudice to action, if any, under MR&TR Act.



Yours faithfully,

Metropolitan Commissioner
MMRDA

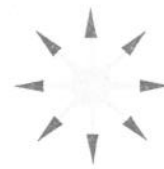
Enclosures :-

- (i) Amended as-built drawing nos. ARK/BDB/M/T7/01 to 25 (25 drawings) for Tower No.7.
- (ii) Amended as-built drawing nos. ARK/BDB/M/T7B/01 to 24 (24 drawings) for Tower No.7B.
- (iii) Amended as-built drawing nos. ARK/BDB/M/T1/01 to 17 (17 drawings) for Tower No.1.
- (iv) Amended as-built drawing nos. ARK/BDB/M/T2/01 to 21 (21 drawings) for Tower No.2.
- (v) Amended as-built drawing nos. ARK/BDB/M/T3/01 to 21 (21 drawings) for Tower No.3.
- (vi) Amended as-built drawing nos. ARK/BDB/M/T4/01 to 21 (21 drawings) for Tower No.4.

- Copy to :-
- 1) The Project Director, _____ (without enclosures)
Bharat Diamond Bourse,
Ground Floor, Construction Site Tower no. H,
'G' Block, Bandra Kurla Complex, Bandra (E), Mumbai-400 051.
 - 2) The Executive Engineer, _____ (with enclosures)
Building Proposals-Western Suburbs, MCGM.
MCGM Office, H&K Ward,
R.K.Patkar Marg, Bandra (West), Mumbai - 400 050.
(Total 129 drawings enclosed herewith).

उप प्रमुख अफिसर (इ.प्र.)
पश्चिम उपनगरे -1 यान्त्रिक कार्यालय
दिनांक 17 SEP 2009
वेळ - ११.१२.२००९
उप.प्र.अ. (इ.प्र.) / १३. १

बदर-९/	
७६७)	९३
२०११	

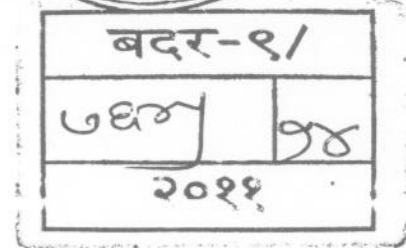


To,
The Managing Committee,
Bharat Diamond Bourse,
G-Block, Tower No. H, Bandra Kurla Complex,
Next to ICICI Building,
Bnadra (East), Mumbai-400 051.

SUBJECT: AUTHORITY LETTER & SIGNATURE VERIFICATION

Dear Sir,

We hereby authorized **Mr. Kalpesh D. Vaghani** Partner to sign the Allotment Letter and other relevant documents with Bharat Diamond Bourse including taking vacant and peaceful possession of the stipulated premises as mentioned in the Allotment Letter and to admit execution of such documents and to appear before the Sub-Registrar of Assurances for registering the above Allotment Letter and all other premises, Car Parking space at Bharat Diamond Bourse Complex situated at G-Block, Bandra Kurla Complex Ground Floor, Bandra (East), Mumbai-400 051 and shares as mentioned in the allotment Letter and to obtain the delivery of original title documents including Allotment Letter and Share Certificate from Bharat Diamond Bourse.



Accepted By,
For KAPU GEMS

(Mr. Kalpesh D. Vaghani)
Partner

Thanking You,

Your truly,

For KAPU GEMS

(Mr. Diyalbhai K. Patel)
Partner

For KAPU GEMS

(Kalpesh D. Vaghani)
Partner

For KAPU GEMS

(Madhuben R. Vaghani)
Partner

Signatures verified as per Bank Records.

For ANTWERP DIAMOND BANK NV
Mumbai Branch

SANT KUMAR
(Chartered)

Chartered Signatories

10/01/2011



दस्तक्रमांक व वर्ष: 7148/2010

Friday, July 16, 2010

11:59:18 AM

दुय्यम निबंधक: अंधेरी ३ (अंधेरी)

48

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कोलेकल्याण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो करारनामा की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00
बा.भा. रु. 530,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 4207 वर्णन: प्रिमायसेस नं इ सी 3022, 3 रा माळा, टॉवर नं इ, सेट्रल विंग, क्षेत्र 488 चौ फुट बांधीव, 1 कारपार्कींग सहीत, भारत डायमंड बोर्स कॉम्प, बी के सी, प्लॉट नं 28, जी ब्लॉक, बांद्रा पू मुं 51.---- एडीजे नं ए -1916-10
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) भारत-डायमंड बोर्स-तर्फे संचालक राजेश शाह - - - - - प्लॉट नं: भारत डायमंड बोर्स कॉम्प बी के सी, बांद्रा पू 51 - - - - - इमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन कोड नंबर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) श्याम स्टार जेम्स हलि चे संचालक सवित्री डी पटेल बंगलो प्लॉट नं 199-200 पुण्या कॉम्पनी मॉसिन 97 - - - - - प्लॉट नं: 1 श्याम इमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन कोड नंबर: -
- (7) दिनांक करून दिल्याचा 16/07/2010
- (8) नोंदणीचा 16/07/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 7148 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 26500.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 5300.00
- (12) शेरा



बदर-९/
७६०७/९६
२०११

खरी प्रत

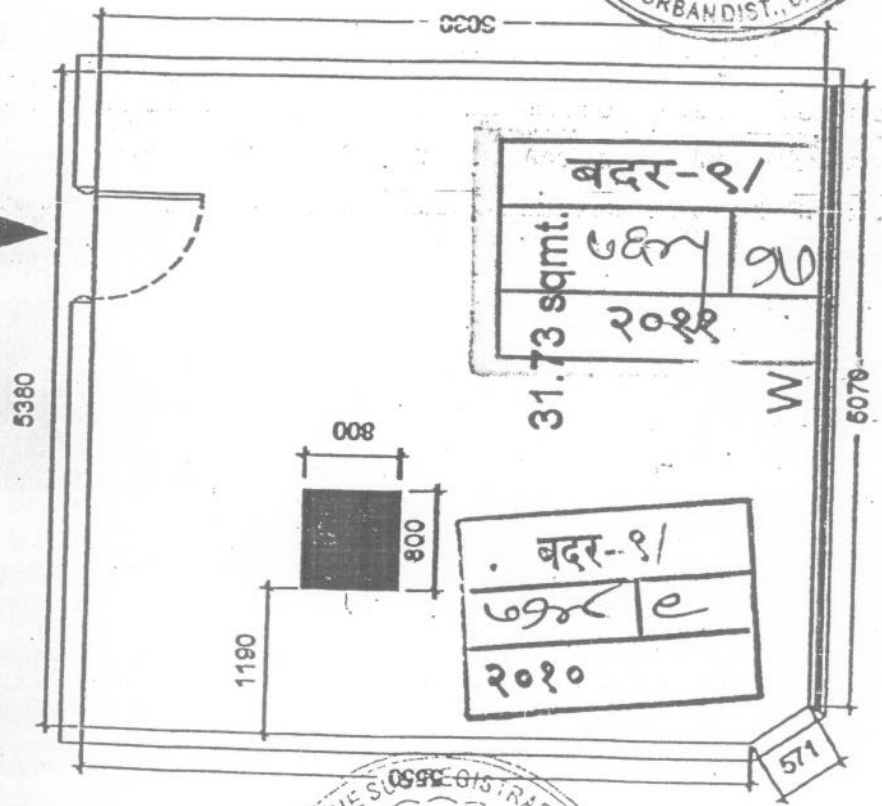
बद. दुय्यम निबंधक अंधेरी-३
मुंबई उपनगर जिल्हा.



DIAMOND
BOURSE
LANDMARKS
COMPLEX

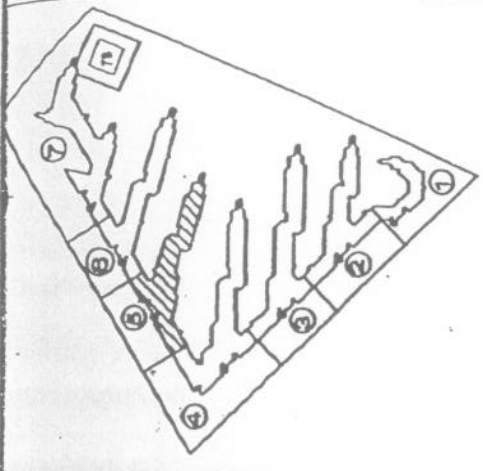
TOWER-5, FLOOR-3
CENTRAL CORE

ENT.



AS-BUILT AREA DIAGRAM
OF THE OFFICE AT THE TIME
OF TAKING MEASUREMENT.

ALL DIMENSIONS ARE IN mm



Not to Scale

NOTE:
1 MARGINAL AREA DIFFERENCE MAY BE SEEN AS HUMAN ERROR WHILE DRAFTING & CALCULATION.
2 IF THERE ARE ANY DISCREPANCY IT MAY BE BROUGHT INTO THE NOTICE OF BDB IMMEDIATELY.
3 ACTUAL DIMENSIONS SHOULD BE VERIFIED AT SITE.



Area under Reference.



Key Plan
Not to Scale

आयकर विभाग
INCOME TAX DEPARTMENT
SHYAM STAR GEMS LIMITED



भारत सरकार
GOVT. OF INDIA

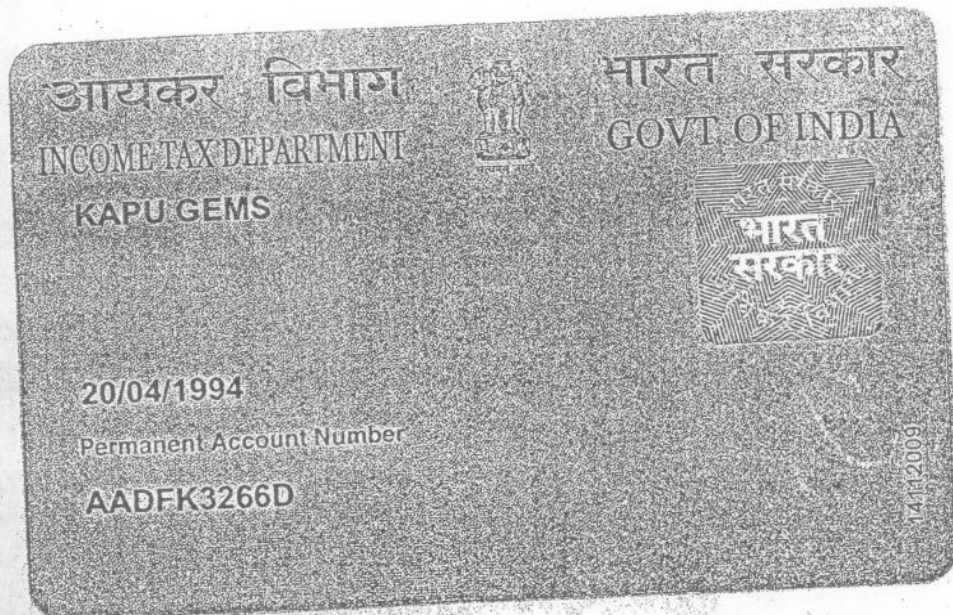


28/08/1992
Permanent Account Number
AADCS5179G

06082009

For SHYAM STAR GEMS LTD.

Suresh A. Patel
Director



बदर-९/	
७६०७	१८
२०११	

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DHIRENDRA R TRIPATHI

RAJENDRA BHAGWAT TRIPATHI

30/07/1989

Permanent Account Number
ALUPT5577A

Tripathi

Signature



12112010



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ACHAREKAR SAGAR PRAVIN
PRAVIN GANPAT ACHAREKAR

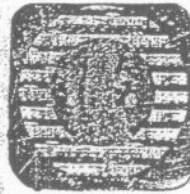
04/04/1989

Permanent Account Number

AKBPA2614H

Acharekar

Signature



बदर-९/	
७६३५	९९
२०११	

08/2011
54:31 am

दुय्यम निबंधकः
अंधेरी 3 (अंधेरी)

दस्त गोषवारा भाग-1

बदर9

दस्त क्र 7645/2011

त क्रमांक : 7645/2011

ताचा प्रकार : मान्यता पत्र

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नाव: मे/- कपु जेम्स प्रा लि तर्फे भागीदार कल्पेश डी.
वधानी - -
पत्ता: घर/फ्लॉट नं: 14, दि ज्वेल (रॉकसी) बिल्डींग,
मामा परमानंद मार्ग, ऑपरो हाऊस, मु 04
AADFK3266D
गल्ली/रस्ता: -
ईमारतीचे नाव: -
इ

लिहून घेणार

वय 33

सही

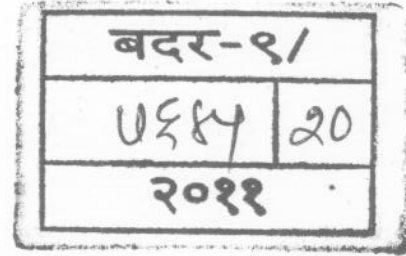


नाव: श्याम स्टार जेम्स लि तर्फे संचालक सावजी डी.
पटेल - -
पत्ता: घर/फ्लॉट नं: 1 श्याम बंगलो, प्लॉट नं 199/200,
पुष्पा कॉलनी, मंचुभाई रोड, मालाड पू मु 97,
AADCS 5179G
गल्ली/रस्ता: -
ईमारतीचे -

लिहून देणार

वय 54

सही





दस्त गोषवारा भाग - 2

वदर9

दस्त क्रमांक (7645/2011)

दस्त क्र. [वदर9-7645-2011] चा गोषवारा
बाजार मुल्य :6874500 मोबदला 7720000 भरलेले मुद्रांक शुल्क : 386100

पावती क्र.:7659 दिनांक:20/08/2011
पावतीचे वर्णन
नांव: मे/- कपु जेम्स प्रा लि तर्फे भागीदार कल्पेश
डी. वधानी - -

दस्त हजर केल्याचा दिनांक :20/08/2011 10:44 AM
निष्पादनाचा दिनांक : 20/08/2011
दस्त हजर करणा-याची सही :

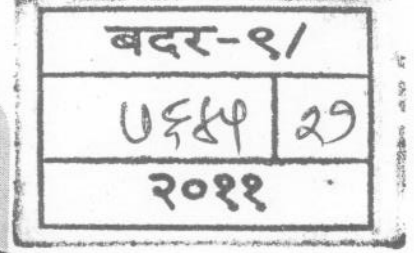
30000 :नोंदणी फी
700 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

30700: एकूण

दस्ताचा प्रकार :25) मान्यता पत्र
शिवका क्र. 1 ची वेळ : (सादरीकरण) 20/08/2011 10:44 AM
शिवका क्र. 2 ची वेळ : (फी) 20/08/2011 10:52 AM
शिवका क्र. 3 ची वेळ : (कबुली) 20/08/2011 10:54 AM
शिवका क्र. 4 ची वेळ : (ओळख) 20/08/2011 10:54 AM

दस्त नोंद केल्याचा दिनांक : 20/08/2011 10:54 AM

दु. निबंधकाची सही अंधेरी 3 (अंधेरी)



ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) सागर आचरेकर - - ,घर/फ्लॅट नं: 2/ 37, कांचरीया मेन्श गोखले रोड दाद मु

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

Secretary



2) त्रिपाठी धिरज - - - ,घर/फ्लॅट नं: सदर
गल्ली/रस्ता: -
ईमारतीचे नाव: --
ईमारत नं: -
पेट/वसाहत: --
शहर/गाव:-
तालुका: -
पिन: -

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प्रमाणित करणेत येते की, या
दस्तामध्ये एकूण.....३६...पाने आहेत.

सह दुय्यम निबंधक, अंधेरी क्र. ३,
मुंबई उपनगर जिल्हा.

सहपत्र नांदण्यात आले नाही.



बदर-९/ ७६४५/२०११
पुस्तक क्रमांक १, क्रमांक.....वर
नोंदला. 20 AUG 2011
दिनांक :

सह दुय्यम निबंधक, अंधेरी क्र. ३,
मुंबई उपनगर जिल्हा

दु. निबंधकाची सही
अंधेरी 3 (अंधेरी)



सत्यमेव जयते

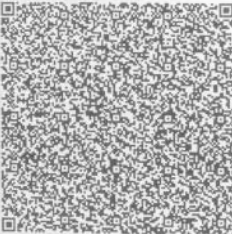
INDIA NON JUDICIAL

Government of Maharashtra

e-Stamp

Issued by : *Sagan*
 Stock Holding Corporation of India Ltd
 Location : SRO-CUSTOM
 Signature : *Sagan*
 Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH01233070140840I
 Certificate Issued Date : 05-Oct-2010 03:19 PM
 Account Reference : SHCIL (FI)/ mhshcil01/ SRO-CUSTOM/ MH-MUM
 Unique Doc. Reference : SUBIN-MHMHSKCIL0101300900872593I
 Purchased by : Messers Kapu Gems
 Description of Document : Article 25(b)to(d) Conveyance
 Property Description : Premises No EC3022, 3rd Flr, 1 Car Parking, BDB Complex, Plot no C-28 G Block BKC Bandra (E) Mum-51.
 Consideration Price (Rs.) : 77,20,000
 (Seventy Seven Lakh Twenty Thousand only)
 First Party : Shyam Star Gems Ltd
 Second Party : Messers Kapu Gems
 Stamp Duty Paid By : Messers Kapu Gems
 Stamp Duty Amount(Rs.) : 3,86,000
 (Three Lakh Eighty Six Thousand only)



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Please write or type below this line

SALE DEED CUM TRANSFER

VENDOR - SHYAM STAR GEMS LTD

PURCHASER - M/S KAPU GEMS

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For SHYAM STAR GEMS LTD
Sagan
 Director

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151

E-mail :

Mode of Receipt

Account Id : mhshcil01

Account Name : SHCIL-MAHARASHTRA

Receipt Id : RECIN-MHMHSHCIL01011539401646601

Receipt Date : 05-OCT-2010

Received From : Messers Kapu Gems	Pay To :
Instrument Type : PAYORDER	Instrument Date : 21-SEP-2010
Instrument Number : 575192	Instrument Amount : 386000 (Three Lakh Eighty Six Thousand only)
Drawn Bank Details	
Bank Name : Axis Bank Ltd	Branch Name : Fort Mumbai
Out of Pocket Expenses : 0.0 ()	

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Suniti S. Patil

सहपत्र नोंदण्यात आले नाही.



SALE DEED CUM TRANSFER

THIS SALE DEED CUM-TRANSFER made at Mumbai this 5th day of OCTOBER 2010.

BETWEEN

SHYAM STAR GEMS LTD., being a Company registered under the Companies Act 1956 and having its registered address at 1, Shyam Bungalow, Plot No. 199 / 200, Pushpa Colony, Manchubhai Road, Malad (East), Mumbai - 400 097, hereinafter referred to as the "**Vendor / Transferor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the director or directors for the time being of the said firm, the survivors or survivor of them, his/their respective heirs, executors, administrators of such last surviving director and his/her/their assigns) being represented by its authorized Director **MR. SAVJI D. PATEL** of the **ONE PART;**

AND

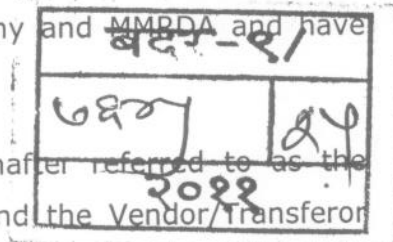
M/S. KAPU GEMS, a partnership firm having its office at 1, The Jeweller (Coxy) Bldg., Mama Paramanand Marg, Opera House, Mumbai - 400 004; (by its authorized partner **MR. KALPESH D. VAGHANI**) hereinafter referred to as the "**Purchaser / Transferee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said firm, the survivors or survivor of them, the respective heirs, executors and administrators of such last surviving partner, his/her/their assigns) of the **OTHER PART:**

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WHEREAS:

- (a) BHARAT DIAMOND BOURSE, is a Company being registered under provisions of Section 25 of the Companies Act, 1956, (hereinafter referred to as the "Said BDB"), has been incorporated with the main object of establishing a Bourse for the promotion of exports of Gem & Jewellery from India and to provide for this purpose, infrastructure and other facilities in India for Indian and overseas buyers and sellers of Gem & Jewellery. The Company has in pursuance of its Memorandum and Articles of Association acquired the said Plot for the construction of the Bourse comprising of buildings thereon to be used and occupied in accordance with the provisions of the Articles of Association of the Company.
- (b) The Said BDB had by two Agreements to Lease dated 1st day of March, 1993 and 18th day of May, 1993 with Mumbai Metropolitan Region Development Authority (MMRDA) acquired lease of two pieces of the land which were duly amalgamated into Plot No. C-28 at G - Block Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kolkalyan, Taluka Andheri, Registration District of Mumbai Suburban (hereinafter referred to as "the Said Plot") and more particularly described in the First Schedule hereunder. In pursuance to the above two agreements, Bharat Diamond Bourse has executed and registered the Lease Deed dated 31st March, 2010, with MMRDA in respect of the said Plot under Registration No. BDR9-03277-2010 on 31st March, 2010.
- (c) The Said BDB has constructed a commercial office complex comprising of eight towers known as "Bharat Diamond Bourse Complex" on the said Plot, having several offices and premises therein to be occupied and used in terms of the objects, articles, rules and regulations of the Company and MMRDA and have obtained Occupancy Certificate ("OC").
- (d) Vide an Allotment Letter dated 16.07.2010, (hereinafter referred to as the "Said Allotment Letter") between the Said BDB and the Vendor/Transferor herein, the Said BDB have allotted to the Vendor/Transferor the Office premises Bearing No. **EC3022**, admeasuring **342** sq. ft. Carpet Area equivalent to **488** sq. ft. Saleable / Built up Area in **E** Tower, **Central Wing**, on the **3rd Floor** and **1 (One)** number of Car Parking Space bearing No. **F-1310**, in the building of the "Bharat Diamond Bourse Complex" constructed in the year 2009 on all that piece and parcel of Land bearing Plot No. C-28 at G -Block Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kolkalyan, Taluka Andheri, Registration District of Mumbai Suburban (hereinafter the office premises and the Car Parking Space collectively referred to as "the Said Premises") and more particularly described in the Second Schedule hereunder. The **Said Allotment Letter** has been duly registered with the Sub-Registrar of Assurance at Mumbai under Serial No. BDR-9-7148-2010 on 16.07.2010.



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- (v) They have neither created any tenancy, sub-tenancy, leave and licence, lien, charge, sub-lease, mortgage or encumbrance of any nature whatsoever in respect of the Said Premises nor they have received any token or earnest or any other amount in any manner whatsoever nor they have entered into any agreement or arrangement with any person or party for sale or assignment of the Said Premises or any part thereof.
- (vi) There is no suit or any litigation pending in any court of law in India nor any decree or judgment or attachment has been passed in respect of the Said Premises or any part thereof and the Said Shares.
- (vii) The Vendor/Transferor have agreed to sell and transfer the Said Premises and the Said Shares of together with the right to occupy, own, possess and use the Said Premises and the Purchaser/Transferee has agreed to purchase the Said Premises and the Said Shares together with the occupancy rights, free from all encumbrances, litigations, mortgages and with marketable title for the lump sum consideration of Rs. 77,20,000 (Rupees Seventy Seven Lakhs Twenty Thousand Only) and upon the terms and conditions hereinafter appearing.



- (viii) At the specific request of the Bharat Diamond Bourse (Name of the Lessee) vide its letter dated _____ addressed to the Mumbai Metropolitan Region Development Authority (MMRDA), the MMRDA vide its letter No. _____ dated _____ annexed hereto as _____ have granted permission to _____ (Mode of assignment) the premises as stated herein above on the terms and conditions as contained therein.

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NOW THIS SALE DEED -CUM-TRANSFER WITNESSETH AS FOLLOWS:-

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- The recitals contained above form an integral part of this sale deed Cum Transfer as if the same were set out and incorporated in the operative part.
- The Vendor/Transferor doth hereby confirms to sell and transfer (i) the Block of Shares comprising of **488** Equity Shares having face value of Rs. 1,000 /- each bearing Distinctive Nos. **0787081 to 0787568** (both inclusive) held under Share Certificate No. **E/1302** with all rights, benefits and burden attached thereto including rights in respect of the Office premises Bearing No. **EC3022**, admeasuring **342** sq. ft. Carpet Area equivalent to **488** sq. ft. Saleable / Built up Area in **E** Tower, **Central Wing**, on the **3rd Floor**; and (ii) Block of Shares comprising of the **100** Equity Shares having face value of Rs. 1,000 /- each bearing Distinctive Nos. **0101601 to 0101700** (both inclusive) held under



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Share Certificate No. **P/1017** with all rights, benefits and burden attached thereto including rights in respect of **1 (One)** Car Parking Space bearing No. **F-1310**, in the building, of the "**Bharat Diamond Bourse Complex**" constructed in the year 2009 on all that piece and parcel of Land bearing Plot No. C-28 at G - Block Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kolekalyan, Taluka Andheri, Registration District of Mumbai Suburban and their present and future interest in the capital pertaining to the Said Premises in Bharat Diamond Bourse and right of occupancy and use thereof to the Purchaser/Transferee and the Purchaser/Transferee hereby have purchased and acquired the same from The Vendor/Transferor; free from all encumbrances at or for the lumpsum consideration amount of Rs. 77,20,000 /- (Rupees Seventy Seven Lakhs Twenty Thousand Only).

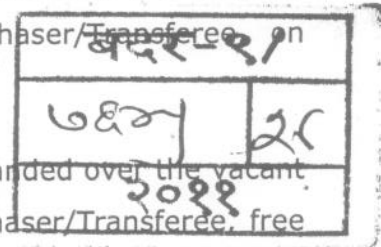
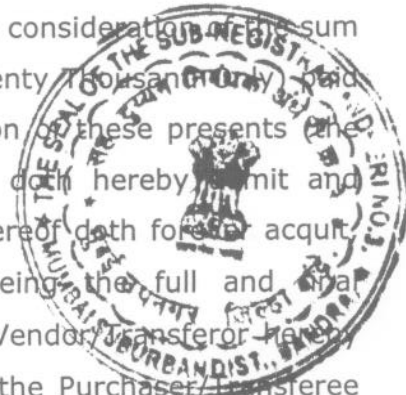
3. In pursuance of the said sale deed cum transfer and in consideration of a sum of Rs. 77,20,000 /- (Rupees Seventy Seven Lakhs Twenty Thousand Only) paid by the Purchaser/Transferee on or before the execution of these presents the payment and receipt whereof the Vendor/Transferor doth hereby admit and acknowledge of and from the same and every part thereof doth for ever acquit, release and discharge the Purchaser/Transferee) being the full and final consideration amount as herein mentioned THEY the Vendor/Transferor hereby doth grant, assign, convey, transfer and assure unto the Purchaser/Transferee forever the Said Shares, together with the rights in the Said Premises, together with all the benefits, advantages and burden granted by the Said Allotment Letter and being member of the Said BDB, free from all encumbrances, litigations, mortgages and with marketable title.

4. Simultaneously, with the execution hereof, the Vendor/Transferor, have confirmed to obtain a No Objection Letter from the Said BDB/MMRDA to the effect that the Said BDB/MMRDA has no objection for transfer of the Said Premises to the Purchaser/Transferee and shall also hand over the original documents of title of the Said Premises to the Purchaser/Transferee on execution of this presents.

5. Further on execution hereof, the Vendor/Transferor have handed over the vacant and peaceful possession of the Said Premises to the Purchaser/Transferee, free from all encumbrances, mortgages, litigations and with marketable title.

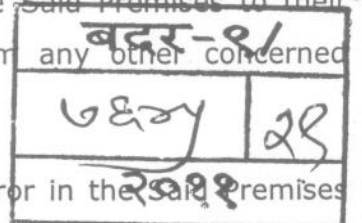
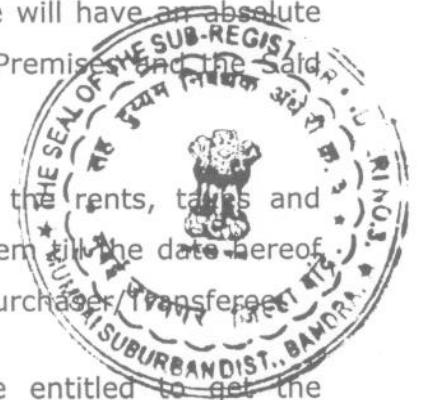
6. The Vendor/Transferor further confirms that :

- (i) The Vendor/Transferor shall hand over to the Purchaser/Transferee, the transfer forms duly signed by them as regards the transfer of the Said Shares together with the original share certificates and all other papers, letters, declarations, undertakings and documents required for effectively transferring the Said Shares by the Vendor/Transferor to the Purchaser/Transferee;



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- (ii) The Vendor/Transferor shall cause the Said BDB to transfer the Said Premises and the Said Shares in the record of the Company from the name of the Vendor/Transferor to the names of the Purchaser/Transferee;
- (iii) The Vendor/Transferor shall cause the Said BDB to enroll the Purchaser/Transferee as the shareholders of the Company in the place and the stead of the Vendor/Transferor.
7. On execution of these presents and as incidental to the transfer of the Said Shares the Vendor/Transferor shall also transfer to the Purchaser/Transferee the Said Premises and their rights to hold use, occupy, possess and enjoy the Said Premises and other incidental rights, benefits and burden in respect thereof.
8. On execution of these presents, the Purchaser/Transferee will have an absolute right to hold, use, occupy, possess and enjoy the Said Premises and the Said Shares and other rights and benefits in respect thereof.
9. The Vendor/Transferor declares and covenants that all the rents, taxes and outgoings in respect of the Said Premises are paid by them till the date hereof and hereinafter the same shall be borne and paid by the Purchaser/Transferee.
10. On execution hereof, the Purchaser/Transferee will be entitled to get the electricity bill transferred in respect of the electric meter and the deposits if any, for the supply of electricity for lighting purpose to the Said Premises to their names in the record of Electricity Authorities or from any other concerned authority or authorities.
11. That the right, title and interest of the Vendor/Transferor in the Said Premises and the Said Shares or any of them is not the subject matter or any pending litigation or any attachment either before or after judgement, nor the same is subject to any attachment or prohibitory order issued by the department of the state or central government, other authorities, courts of law, Tribunal or Arbitrators where by the Vendor/Transferor is prevented or restrained from assigning or transferring all their rights in the Said Premises and the Said Shares to The Purchaser/Transferee as envisaged under this agreement..
12. It is confirmed by and between the parties hereto that the aforesaid consideration, is inclusive of the benefit of sinking fund deposit and any other deposit lying to the credit of the Vendor/Transferor in the records of the Said BDB.



[Handwritten signature]

13. The Vendor/Transferor declare that all dues payable by the transferor to the said BDB by way of outgoings, cesses, taxes and other charges including the major repair charges, balance installment charges towards the Said Premises electricity charges, etc. shall be paid by them till the date of execution of these presents.

14. The Vendor/Transferor doth hereby confirms and undertakes to execute all deeds, documents, writing and assurances as maybe required to be executed in favour of the Purchaser/Transferee for perfecting the title of the Purchaser/Transferee as the owners of the Said Premises and the Said Shares and absolutely from time to time at all times hereafter as may be required by the Purchaser/Transferee or their counsels or counsels-in-Law, at the request and cost of the Purchaser/Transferee.

15. The Vendor/Transferor declare and confirm that on execution of these presents the Purchaser/Transferee shall be entitled to hold, enjoy and possess and own the Said Premises and the Said Shares without any lawful interruption claim, demand and dispute by the Vendor/Transferor or any person party claiming through them in any manner whatsoever.

16. The Vendor/Transferor hereby confirms that on execution of these presents the right, title and interest of the Vendor/Transferor in the Said Premises and the Said Shares as well as in the interest of the capital of Said BDB shall automatically stand transferred to and vested in the name of the Purchaser/Transferee who as the absolute owners of the Said Premises and the Said Shares, shall be entitled to hold, occupancy and enjoy the same for all times to come as aforesaid without any let or hindrance of whatsoever nature from the Vendor/Transferor or from any other person claiming to be the Vendor/Transferor.

17. The Vendor/Transferor covenant and warrant with the Purchaser/Transferor and declares as follows:

a) That the Said Premises and the Said Shares pertaining thereto stand in the name of the Transferor and no other person or persons has/have any right, title or interest, property, claim or demand of whatsoever nature into or upon or in the same either by way of sale, mortgage, charge, lien, gift, trust, inheritance, lease, easement or otherwise howsoever;

b) That the Said Premises and the Said Shares pertaining thereto are free from all encumbrances of whatsoever nature and are not the subject matter of any litigation nor are the same or any of them attached either before or after judgment or in the execution of any decree nor any lispendence has been registered in respect thereof;



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- c) That the Said Premises are in exclusive use, enjoyment, occupation and possession of The Vendor/Transferor alone and The Vendor/Transferor have not created any third party right therein or in respect thereof;
- d) The Vendor/Transferor has not let out or given on leave and licence or any other basis or parted with possession of the Said Premises or any part thereof and are in a position to deliver vacant and peaceful possession thereof to the Purchaser/Transferee;
- e) The Vendor/Transferor have good right, full power and absolute authority to enter into this SALE DEED CUM-TRANSFER of the Said Premises and the Said Shares pertaining thereto and there is no impediment or restraint or injunction against the Vendor/Transferor being able to do so;
- f) There is not and there has not been any litigation legal or other proceedings before any court or authority touching or concerning the Said Premises and the Said Shares pertaining thereto and there is no notice of lispendens, order, decree, attachment or action of any court or authority including the Income Tax authority touching or concerning the Said Premises;
- g) There is no circumstance, fact or act or any, impediment which has affected the full right and authority of the Vendor/Transferor to sell and/or transfer the Said Premises and the shares pertaining thereto to the Vendor/Transferor and the delivery and transfer of the same to the Purchaser/Transferee;



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18. The Vendor/Transferor shall on execution hereof hand over to the transferee the original title documents, the receipts of payments, share certificate, the latest paid up bill and receipts of the Said BDB, in respect of the Said Premises, correspondence, letters papers in respect of the Said Premises and the Said Shares and the transferor will also sign and deliver to the, transferee, all necessary application, consents for transfer to the name of the transferees of the deposits made with the said BDB or any, authority or authorities.

19. The Purchaser/Transferee hereby covenants with the Vendor/Transferor that it shall become the member of BDB and shall abide by the rules and regulations and bye-laws of BDB and shall pay all dues payable to the said BDB by way of outgoings, cesses, taxes and other charges including the major repair charges, balance installment charges towards the Said Premises electricity charges, etc. from the date of execution of these presents.



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19. It is further confirmed by and between the parties hereto that the transfer premium/fee and/or donation or any other amounts payable to the Said BDB / MMRDA, for the transfer of the Said Premises and the Said Shares from the name of the Vendor/Transferor to the name of the Purchaser/Transferee shall be borne and paid by the Vendor/Transferor and the Purchaser/Transferee in equal shares.
20. NOTWITHSTANDING anything contained herein, this SALE DEED-CUM-TRANSFER shall be enforceable subject to the conditions covenants and stipulations contained in the Agreement to Lease executed between Mumbai Metropolitan Region Development Authority and Bharat Diamond Bourse on 31.03.2010.
21. The stamp duty and registration charges payable in respect of this SALE DEED CUM-TRANSFER shall be borne and paid by the Purchaser/Transferee alone. Each party shall bear and pay professional cost of their respective Advocates and Solicitors.
22. Any and all dispute arising out of this SALE DEED CUM-TRANSFER shall be subject to courts of Mumbai jurisdiction only.



THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot No. C-28 at G -Block Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kolkalyan, Taluka Andheri, Registration District of Mumbai Suburban, containing by admeasurements 80941.62 sq. mtrs. or thereabout.

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THE SECOND SCHEDULE ABOVE REFERRED TO

All that premises Bearing No. **EC3022**, admeasuring **342** sq. ft. Carpet Area equivalent to **488** sq. ft. Saleable / Built up Area in **E** Tower, Central Wing on the **3rd Floor** and **1 (One)** numbers of Car Parking Space bearing No. **F-1310**, in the building of the "**Bharat Diamond Bourse Complex**" constructed in the year 2009 on all that piece and parcel of Land bearing Plot No. C-28 at G -Block Bandra Kurla Complex, situated and lying in CTS No. 4207, Village Kolkalyan, Taluka Andheri, Registration District of Mumbai Suburban.



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SCHEDULE OF PAYMENT CUM RECEIPT

RECEIVED from within named Purchaser/Transferee a sum of Rs. 77,20,000 /- (Rupees Seventy Seven Lakhs Twenty Thousand Only), being the full and final consideration towards transfer of shares and right, title and interest in Office No. **EC3022**, admeasuring **342** sq. ft. Carpet Area equivalent to **488** sq. ft. Saleable / Built up Area in **E** Tower, Central Wing on the **3rd Floor** and **1 (One)** numbers of Car Parking Space bearing No. **F-1310**, of the "**Bharat Diamond Bourse Complex**" details of payment of Rs. 77,20,000 /- (Rupees Seventy Seven Lakhs Twenty Thousand Only) made as follows:-

DRAWN IN THE NAME OF	CH.NO.	DATE	NAME OF BANK	AMOUNT
Shyam Star Gems Ltd.	199803	29.09.2010	Karnataka Bank	Rs. 77,20,000/-

We Say Received Rs. 77,20,000 /- (Rupees Seventy Seven Lakhs Twenty Thousand Only)

SHYAM STAR GEMS LTD.



Savji D. Patel
(MR. SAVJI D. PATEL)

Director



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DATED THIS ____ DAY OF _____, 2010

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SHYAM STAR GEMS LTD.

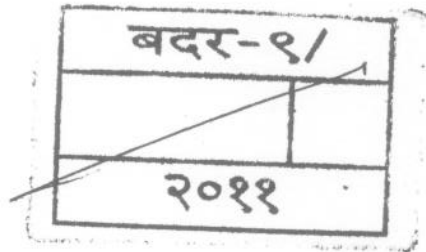
.....VENDOR/TRANSFEROR

AND

M/S. KAPU GEMS

..... PURCHASER/TRANSFEE

SALE DEED CUM-TRANSFER



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Dated : _____ 2011
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DEED
OF
CONFIRMATION

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11-5210

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