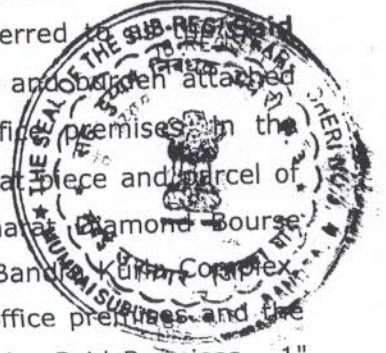


WHEREAS :

A. pursuant to the DEED OF EXCHANGE dated entered between the parties hereto dated **31/12/2011**, there are certain further terms that the parties have agreed to and which are recorded herein as an Addendum to the DEED OF EXCHANGE with respect to Office Premises as under :

i. Office Premises Bearing No. **HE8111**, admeasuring **1163** sq. ft. Saleable / Built up Area in **H Tower, East Wing**, on the **8th floor** and the Block of Shares comprising of **1163** Equity Shares having face value of Rs. 1,000 /- each bearing Distinctive Nos. **1290531 to 1291693** (both inclusive) held under Share Certificate No. **H/1938** in respect of the Office Premises (hereinafter referred to as the **Said Office Premises - 1**) with all rights, benefits and burden attached thereto including rights in respect of the Office premises in the Building constructed in the year 2009 on all that piece and parcel of Land bearing Plot No. C-28 at "G" Block, Bharat Diamond Bourse Complex, situated any lying in CTS No. 4207, Bandra Kurla Complex, Bandra (E) Mumbai-400 051 (hereinafter the office premises and the Car Parking Space collectively referred to as "the Said Premises - 1" and the "said shares" pertaining thereto) more particularly described in the schedule mentioned in the DEED OF EXCHANGE



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997 sq. ft.	

ii. Office Premises Bearing No. **GW5010**, admeasuring **997** sq. ft. Saleable / Built up Area in **G Tower, West Wing**, on the **5th floor** and the Block of Shares comprising of **997** Equity Shares having face value of Rs. 1,000 /- each bearing Distinctive Nos. **1155172 to 1156168** (both inclusive) held under Share Certificate No. **G/1788** in respect of the Office Premises (hereinafter referred to as the **Said Office Premises - 2**) with all rights, benefits and burden attached thereto including rights in respect of the Office premises, in the Building constructed in the year 2009 on all that piece and parcel of Land bearing Plot No. C-28 at "G" Block, Bharat Diamond Bourse Complex, situated any lying in CTS No. 4207, Bandra Kurla Complex, Bandra (E) Mumbai-400 051 (hereinafter the office premises collectively referred to as "the Said Premises - 2" and the "said shares" pertaining thereto) more particularly described in the schedule mentioned in the DEED OF EXCHANGE.

B. The Party of the First Part has exchanged "the Said Premises - 1" and the "said shares" to the Party of the Second Part.

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C. Similarly, the Party of the Second Part has exchanged "the Said Premises - 2" and the "said shares" to the Party of the First Part.

D. At the specific request of the Bharat Diamond Bourse (Name of the Lessee) vide its letter dated **31.12.2010, 17.01.2011 and 13.04.2011** addressed to the Mumbai Metropolitan Region Development Authority (MMRDA), the MMRDA vide its letter No. **LC/BKC(G)/BDB(C-28)/153/2011** dated **04.02.2011** & **LC/BKC(G)/BDB(C-28)/425/2011** dated **27/04/2011** annexed hereto as attachment have granted permission to DEED OF EXCHANGE (Mode of assignment) the premises as stated herein above on the terms and conditions as contained therein.

NOW THIS ADDENDUM TO DEED OF EXCHANGE WITNESSETH AS UNDER:

1. The Parties hereby doth grant, assign, convey by way of exchange, transfer and assure to each other forever the Said Shares, together with the rights in the Said Office Premises - 1 and the Said Office Premises - 2, together with all the benefits, advantages and burden granted by the Said Allotment Letters and being member of the Said BDB, free from all encumbrances, litigations, mortgages and with marketable title.
2. NOTWITHSTANDING anything contained herein, the DEED OF EXCHANGE and this ADDENDUM TO DEED OF EXCHANGE 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.
3. Any and all dispute arising out of this Addendum to DEED OF EXCHANGE shall be subject to courts of Mumbai jurisdiction only.



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All other terms and conditions of the principal DEED OF EXCHANGE shall remain unaltered and shall be binding on the parties hereto and this Addendum henceforth will always be treated as the imperator part of the principal DEED OF EXCHANGE.

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SIGNED AND DELIVERED BY THE
WITHIN NAMED "THE PARTY OF THE FIRST PART"

M/S. DHANERA DIAMONDS

PAN No. AAAFD 0634 K

Through its Partner

MR. VINOD J. SHAH

IN THE PRESENCE OF



L.H.T.I

For DHANERA DIAMONDS

Shah Vinod J.
PARTNER

1.

2.



SIGNED AND DELIVERED BY THE
WITHIN NAMED "THE PARTY OF THE SECOND PART"

M/S. DILIPKUMAR CHIMANLAL & CO.

PAN No. AAAFD 1236 B

Through its Partner

MR. DILIP C. GANDHI

IN THE PRESENCE OF



L.H.T.I

For Dilipkumar Chimanlal & Co.

Dilip C. Gandhi
Partner.

1.

2.



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