

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર ૨૦૧૯૩૨૧૦૦૦૮૨૬ દસ્તાવેજ નંબર ૩૭૦ દસ્તાવેજ વર્ષ ૨૦૧૯
તારીખ ૨૧ માહે જાન્યુઆરી સને ૨૦૧૯

દસ્તાવેજનો પ્રકાર: ભાડાપત્રો

અવેજ ૪૪૭૩૨૨૬.૦૦

રજુ કરનારનું નામ મેસર્સ એચ.કે.જવેલસ પ્રા.લી ના ડિરેક્ટર તરીકે રાજેશ હિંમતભાઈ ધોળકીયા

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....

૪૪૭૪૦.૦૦

નકલ કરવા ની ફી સાઈડ / ફોલીયો.....

૫૧૦.૦૦

શેરોની નકલ કરવા માટે ફી.....

ટપાલ ખર્ચ.....

નકલો અથવા ચાલીઓ (કલમ ૬૪ થી ૬૭).....

શોધ અગર તપાસણી.....

દંડ કલમ-૨૫.....

કલમ-૩૪ (કલમ-૫૭).....

નકલ ફી ફોલીયો.....

ઈન્ડેક્સ-૨ ફી.....

કુલ એકદરે રૂ.

૪૫૨૫૦.૦૦

અંકે રૂપિયા પિસ્તાલીસ હજાર બે સો પચાસ પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

પીપલોડ, સુરત

અગર

ને આપશો

રજુ કરનારની સહી

Chaudhari JS
Chaudhari JS
સબ રજીસ્ટ્રાર
સુરત - ૭ હજીરા

અંકે રૂ. : 45250.00

AXIS BANK LTD.KATARGAM BRANCH D.D.NO
008724 DATE. 19/01/2019

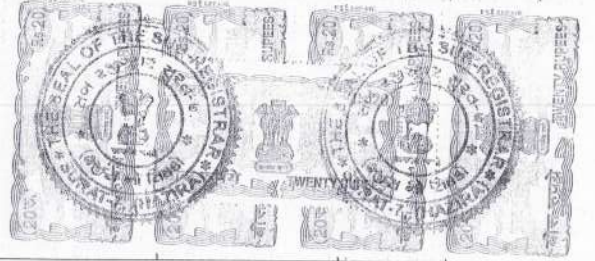
સબ રજીસ્ટ્રાર, સુરત - ૭ હજીરા

અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

Sub-Registrar Office(SRO) Surat-7(Hajira)

ગામનું નામ	દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટના દિસ્તાખાં આકાર પટે આપનાર અથવા પટે રાખનાર આરો છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ધર નંબર (જો કંઈ પણ હોય તો)	સેપ્રેક્શન	આકાર અથવા જુદી આપવામાં આવે ત્યારે તે.	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	સાક્ષીની તારીખ નોંધણીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	શેરો
ઈન્દ્રાપોર ICHCHHAPO R	ભાડાપટ્ટો રૂ.4473226.00	સર્વે નં. 197/બી, 198 થી 206, 208, 209 પેકી 213/2 પેકી 214, 215 પેકી, 216 પેકી, 217 થી 237, 238 પેકી 239 થી 249, 250+258, 251 થી 254, 255 પેકી 257 પેકી, 259 પેકી, 317 પેકી 318 પેકી, 319 પેકી, 320 પેકી, 321 થી 329, 331 પેકી, 333 પેકી, 334 પેકી, 335 પેકી, 336 પેકી 337 થી 344, 345+346, 347, 348 થી 357, 358+359, 360, 361, 362+363 પેકી, 364+365 પેકી, 366 પેકી, 367 પેકી ઈન્દ્રાપોર ઈન્ડ. એરિયા મા આવેલ પ્લોટ નં. ઈ-07 જેનું સેપ્રેક્શન 1700.11 ચો.મી			મેસર્સ ગુજરાત હીરા બુર્જ કંપની ના સેક્રેટરી તરીકે નાનુભાઈ બી વાનાણી	મેસર્સ એચ.કે.જવેલસ પ્રા.લી ના ડિરેક્ટર તરીકે રાજેશ હિમતભાઈ ધોળકીયા	21/01/2019 25/01/2019	370	



મુકાબલ કરનાર Chaudhari Jagubhai Somanabhai

ખરી નકલ

(Signature)
સબ-રજીસ્ટ્રાર

Sub-Registrar Office(SRO)
Surat-7(Hajira)



આર પી વેકરીયા ની તારીખ 28/01/2019

ના રોજની

અરજી નંબર : 595

પસંચ નંબર : 2019321001137

તારીખ :

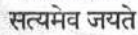
(Signature)
સબ-રજીસ્ટ્રાર

Sub-Registrar Office(SRO)
Surat-7(Hajira)

નોંધ: કોમ્પ્યુટર પ્રિન્ટમાં કોઈ પણ રીતે કરેલ સુધારો માન્ય ગણાશે નહીં.

પ્રિન્ટ તારીખ : 28/01/2019

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DATE _____

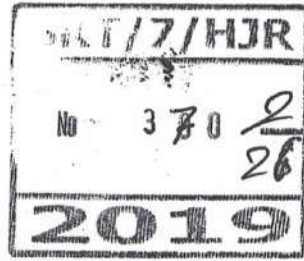
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VOLVO

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.



For H.K. Jewels Pvt. Ltd.

Director

ALLOTMENT OF INDUSTRIAL PLOT/PREMISES

THIS INDENTURE OF Allotment is made at Surat on this 21 day of JANUARY 2019 by and between :

M/s. Gujarat Hira Bourse, (PAN: AACCG0717B) a company registered under Section-25 of The Companies Act, 1956 and having its Registered Office at Gem & Jewellery Park, 2nd Floor, Admn. Bldg., Nr. GIDC Water Tank, ONGC-Hazira Road, Ichchhapore, Surat, by the hands of its authorised signatory: **Mr. Nanubhai Bhagvanbhai Vanani**, Hindu by caste, aged about 58 years, Service by occupation, Residing At. 78, Ashoknagar Society, Katargam-Singapore Road, Surat.(hereinafter referred to as the "the company" which expression, unless repugnant to the context or meaning thereof, will include its successors, and assigns) of the **FIRST PART**.

AND

M/S H. K. JEWELS PVT. LTD. (PAN: AACCH2454E) presently having its office at 1701-A, The Capital Building, 'B' Wing, 17th Floor, Opp. ICICI Bank, Bandra-Kurla Complex, Bandra East, Mumbai-400051, India by the hands of its authorised signatory: **Mr. Rajesh Himmatbhai Dholakia** residing at 7, River wind Residency, B/H Iscon Mall, Piplod (as hereinafter referred to for the purpose of convenience, as "the property member" or "the allottee" and which expression, unless repugnant to the context or meaning thereof, will include its successors, and assigns) of the **OTHER PART**.

WHEREAS :

FOR GUJARAT HIRA BOURSE

AUTHORISED SIGNATORIES

For H.K. Jewels Pvt. Ltd.

Director

SRT/7/HJR

No 370

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2019

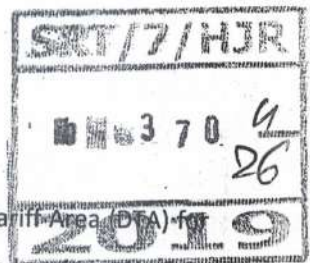
- (A) Gujarat Hira Bourse is a company registered and incorporated under section 8 of the Companies Act 2013, in the office of Registrar of Companies, Gujarat and has been floated with the main object of establishing a bourse for the promotion of exports of diamonds, gems, pearls and jewellery from India and to provide for this purpose infrastructure and other facilities in India for the Indian and overseas buyers and sellers of diamonds, gems, pearls and jewellery and allied objects.
- (B) For the purposes of establishment of gem and jewellery park, the company has acquired by the Lease Deed dated 30th April, 2007 (hereinafter called "the Principal Lease Deed-1") made between the Gujarat Industrial Development Corporation, Surat ("GIDC") as owner, and the company as Lessee, for a period of 99 years all those pieces of land within the village limits of Ichchhapore, Taluka: Choryasi, Dist: Surat containing by admeasuring 73HS 87RA 97Sq.mts. more particularly described at item No.1 in schedule-I hereunder written on the terms and conditions therein mentioned. The said lease deed is registered at serial no.5764 on 30.04.2007 in the office of Sub-Registrar, Athwa zone, Surat.
- (C) For the aforesaid purposes of establishment of Gem and Jewellery park, the company has also acquired by Lease Deed dated 27th March, 2008 (hereinafter called "the Principal Lease Deed-2") made between the Gujarat Industrial Development Corporation, Surat ("GIDC") as owner, and the company as Lessee, for a period of 99 years all those pieces of land within the village limits of Ichchhapore, Taluka: Choryasi, Dist: Surat containing by admeasuring 23 HS 09 RA 70 Sq.mts. more particularly described at item No.2 in schedule-I hereunder written on the terms and conditions therein mentioned. The said lease deed is registered at serial no 4682 on Dated : 27/03/2008 in the office of Sub-Registrar, Athwa zone, Surat
- (D) The company envisaged a scheme of creating Special Economic Zone (SEZ) for Gem & Jewellery on the land more particularly described at item No.1 in Schedule 1 hereunder written and accordingly the same was approved by The Ministry of Commerce & Industry, Govt. of India, New Delhi vide their Letter No. S.O.1185(E) dt. 20th July, 2007. Plans for sub plotting in SEZ area were prepared and approved by Development Committee of SEZ on Dt.9/10/2007, and no further permissions were required from any other authority.

FOR GUJARAT HIRA BOURSE

For H.K. Jewels Pvt. Ltd.

Director

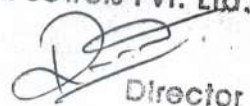
AUTHORISED SIGNATORIES

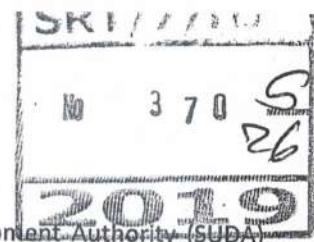


- (E) The company envisaged a scheme of creating Domestic Tariff Area (DTA) for Gem & Jewellery on the land more particularly described at item No.2 in Schedule 1 hereunder written. The plans for amalgamation of various survey numbers of Village Ichhapor, Taluka Choryasi, District Surat admeasuring 43959 sq. mtrs in the aggregate were amalgamated pursuant to plans for amalgamation approved by Surat Urban Development Authority (SUDA for short) vide its development permission bearing No.Suda/U-4/vpa/6807-a,b,c/4911 Dt.22.9.2009 and was identified as DTA-1 and plans for sub plotting in the said DTA-1 was approved by SUDA vide development permission bearing No.Suda/U-4/vpa/6807-a,b,c/4913 Dt.22.9.2009.
- (F) Similarly, the plans for amalgamation of various survey numbers of Village Ichhapor, Taluka Choryasi, District Surat admeasuring 182511 sq. mtrs in the aggregate were amalgamated pursuant to plans for amalgamation approved by Surat Urban Development Authority (SUDA for short) vide its development permission bearing No.Suda/U-4/vpa/6807-a,b,c/4912 Dt.22.9.2009 and was identified as DTA-II and plans for sub plotting in the said DTA-II was approved by SUDA vide development permission bearing No.Suda/U-4/vpa/6807-a,b,c/4914 Dt.22.9.2009.
- (G) The Company, later on by Resolution Dt. 29.09.2013 resolved to denotify the said SEZ in respect of land described at item No.1 of Schedule-I land and sought approval of the Central Government. Pursuant to said application, the Central Government has in exercise of its powers conferred by first proviso to rule 8 of the Special Economic Zones Rules, 2006 by its Notification Dt.21.8.2015 issued by Ministry of Commerce and Industry, New Delhi, rescinded the notification No. S.O.1185(E) dt. 20th July, 2007. As a result of this de notification, SEZ no longer exists. The company has informed the member that the benefits available in SEZ are no longer available and shall not be available to the occupants of this scheme and the members / occupants holding units in the said scheme shall be entitled to enjoy only such benefits as are ordinarily available to any other scheme which is not enjoying the status of SEZ.
- (H) Now the Company has prepared overall master plan of "Gem & Jewellery Park" in respect of erstwhile SEZ area and areas under DTA-I and DTA-II, more or less protecting the sub plots carved out by earlier plans and allotted to members of the said SEZ and DTA. The said plans are submitted for approval in the office of Surat Urban Development Authority for its approval and such

FOR GUJARAT HIRA BOURSE

For H.K. Jewels Pvt. Ltd.


Director



approval has been granted by Surat Urban Development Authority (SUDA) vide its letter dt. 18.09.2017 bearing No. 6779 & 6780 for amalgamation and sub-Plotting respectively.

- (I) "Gem & Jewellery Park" can have all types of manufacturing, trading and Service units related to Diamond, Gems, pearls and Jewellery so long as the manufacturing units are non-polluting industries.
- (J) The company as Promoter and Developer of "Gem & Jewellery Park" enjoys
- (i) full freedom in allocation of developed plots to approved units.
 - (ii) full authority to provide services like water, infrastructure for electricity and communications, security, restaurants, recreation etc.



Under the terms of the said Principal Lease Deed, the company, is entitled, interalia, to lease land, plots, units, buildings, complexes, infrastructure and other facilities for the development of the Gem & Jewellery Park subject to stipulations as set out in the said Principal Lease Deed, a copy where of has been seen and read by the property member.

- (L) The party of the OTHER PART has made an application dated 17.01.2019 to the Company for being enrolled as property member of the Company with a view to availing allotment of plot/unit in Gem & Jewellery Park for setting up unit for Manufacturing/Trading/Service related to diamonds, gems, pearls and jewellery and for no other purpose.
- (M) The party of the other part has undertaken to the company that he/she/it is eligible to be enrolled as property member of the Company under Article 4.2 of the Articles of Association of the said company and has also undertaken to abide by all the Articles and Memorandum of the Association of the said company and also all the rules and regulations and resolutions of the said company from time to time and has shown his/her/its willingness to hold and occupy the premises allotted to it subject to all such rules and regulations and also subject to the terms and conditions of the principal lease deed and those as set out herein.

FOR GUJARAT HIRA BOURSE

AUTHORISED SIGNATORIES

For H.K. Jewels Pvt. Ltd.

Director



(N) Relying upon the said undertakings by the allottee herein, the company has enrolled the allottee as the property member of the Company and has agreed to grant occupancy rights to the allottee in respect of a plot of land more particularly described in schedule-II hereunder written (for brevity's sake hereinafter referred to as "the said premises" or "the demised premises") in accordance with the provisions of the Articles of Association of the said company.

(O) On request of the property member, the company had permitted the allottee to enter upon the demised premises only for the purpose of development and construction of its industrial unit on the assurance of the allottee that it shall not claim any rights over the land in question by virtue of such permission and the allottee shall get legal rights by virtue of allotment deed contemplated on such terms and conditions as may be approved by the company from time to time.

(P) The allottee has paid a sum of Rs. 44,73,216/- (Rupees Forty Four Lacs Seventy Three Thousand Two Hundred Sixteen only) as and by way of one time contribution for allotment of the schedule plot as hereunder:

(Q) Now, the allottee has requested the company to make formal allotment of the said plot.

(R) The parties are desirous to record the said grant of occupancy rights into writing.

NOW THIS INDENTURE WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. In consideration of the Property member having paid to the Company an amount of Rs.44,73,216/- (Rupees Forty Four Lacs Seventy Three Thousand Two Hundred Sixteen only) as one time contribution towards the infrastructure cost (which amount or any part of the same will not be refundable to the Property member, except as hereinafter provided and which amount shall not carry any interest in any event, and the receipt of which the Company hereby acknowledges) and in

FOR GUJARAT HIRA BOURSE

AUTHORISED SIGNATORY

For H.K. Jewels Pvt

Director

consideration of the Property member having agreed to reimburse the Expenses to the Company in the manner set out in Clause 2 & 3 hereof and in consideration of the Property member agreeing to observe and abide by all the covenants and agreements hereinafter contained, the company hereby grants unto the Property member the occupancy rights over the plot of land/building/unit as more particularly described in the Schedule-II hereto written and delineated on the plan hereto annexed (which land/building/unit is hereinafter for brevity's sake refer to as "the demised premises" subject always to the terms of the Principal Lease Deed, to hold the demised premises for the unexpired period of principal lease, which shall, subject to rules and regulations framed by the Company, be extended or renewed for further terms of such period as the Company gets entitled to under the terms of Principal Lease, but not in any case beyond the period of principal lease deed. However, the said grant is always subject to the condition that the Property member shall utilise the said plot for his/her/its/their proposed business within a period of 5 years from date of allotment and shall continue to use it for the remaining period. The Company shall review the progress of the property member qua the utilisation of the said plot and shall, in the event of non user thereof without sufficient cause in that behalf, after affording reasonable opportunity of being heard to the member, shall also be entitled to revoke the said grant and recover possession thereof from the Member. In that event the member shall be entitled to get refund of the amount paid for allotment, without any interest or premium, from the Company, and the same shall be paid by the company from the amount received from the newly enrolled member. This allotment shall also be subject to the stipulation that the boundaries of the plot herein allotted shall be aligned and adjusted in accordance with the layout plans finally approved by Surat Urban Development Authority and this allotment shall be deemed to be in respect of the land within such altered boundaries and the Property member agrees to sign and execute such deeds of Correction/ Confirmation to record such alteration. The parties agree to settle the accounts of one time premium if as a result of such alteration, the area of the plot is increased or reduced substantially i.e by more than 1 sq.mtrs.

2. The Property member shall pay to the company Lease Rent hereinbefore referred to, at the rate of Rs.2.00 (Rupees Two only) per Sq. Mtr. per annum, to be paid on or before the 31st May of each and every financial year in advance,

FOR GUJARAT HIRA BOURSE

For H.K. Jewels Pvt. Ltd.

[Signature]

[Signature]
Director



the first payment of rent will be made by the Property member on the execution of these presents on pro-rata basis and thereafter rent will be paid in advance on the 31st day of May of each and every succeeding financial year.

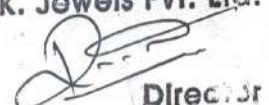
The parties agree and record that the said Lease Rent is agreed on ad-hoc basis and the said rent is subject to increment as may be decided by the management of the company from time to time to provide for the administrative expenses of the company.

3. The Property member shall reimburse the Expenses to the company within 10 days of demand made in that behalf for the maintenance, upkeep, security, services of officials and other administration of the Gem & Jewellery Park and for the common benefits, easements and infrastructural facilities like road, street lights etc. therein as may be prescribed by the company for various types of units from time to time.
4. The Property member specifically agrees and covenants with the company and undertake to abide by the following conditions:
- (i) To make payment on due dates of the rent, reimbursement of expenses and other amounts as provided in this Deed, or otherwise due. Delay in these payments will attract interest at such rates as may be determined by the Company at its Board Meeting from time to time, to be calculated from due date till actual payment.
 - (ii) To observe, perform and carryout the terms and conditions of this Indenture and also such other conditions as may be imposed by the company in its day to day administration.
 - (iii) To observe the terms and conditions of allotment and the provisions of the Bye-Laws for the time being and from time to time in force, and otherwise abide by all such directions of the Company and Management of the Gem & Jewellery Park (G&J Park) for administration and regulation, being expressly agreed and understood that the company, in its sole discretion will be at full liberty at any time and from time to time alter, modify or to add to the said terms, conditions and Bye-Laws.

GUJARAT HIRA BOURSE


AUTHORISED SIGNATORIES

For H.K. Jewels Pvt. Ltd.


Director



- (iv) To properly maintain the demised premises in accordance with the directions given, from time to time, by the company.
- (v) To regularly reimburse the expense to the company for the services like Water, Electricity, Tele-Communication & other similar services if provided by or on behalf of the Company as & when billed for the same.
- (vi) To use the demised premises for establishing and operating Manufacturing or Trading or Service unit as permitted by the Company. In case of defaults and or cancellation of permission, the Occupancy granted herein shall stand cancelled. The property member agrees and undertakes that decision of the Company as regards the permissibility of a particular activity or venture in the park shall be final and the same shall not be disputed by the property member.
- (vii) To observe all labour and other laws, regulations, or rules; it being expressly agreed that the Company shall have no responsibility, liability, burden or connection whatsoever for any breach or violation of any such laws, rules and regulations, whatever by the Property member.
- (viii) To observe and confirm to all rules, regulations and Bye-Laws of local authorities concerned or any other statutory regulations including those relating to constructions, public health, sanitation and environment control, for the time being and from time to time in force.
- (ix) To develop units on the basis that Gem & Jewellery Park is for non-polluting industries only, and the Property member has to abide by that. Effluent, if any produced in any part of the demised premises, shall be treated by the Property member according to the standards prescribed in that behalf by the Bureau of Indian Standard or the Govt. of Gujarat or by any other authorities, Central, State or Local or otherwise competent and the Property member shall discharge the same in the manner laid down by the Company or the Govt. of Gujarat, or the respective authority concerned.

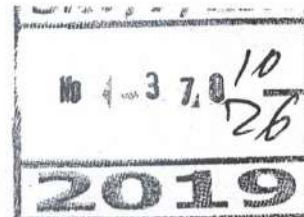


FOR GUJARAT HIRA BOURSE

AUTHORISED SIGNATORIES

For H.K. Jewels Pvt. Ltd.

Director



(x) To start the project within the time frame, stipulated (originally or in any subsequent extension) by the Company for establishing the unit.

(xi) Not to do or permit to be done anything on the demised premises which may be a nuisance, annoyance or disturbance to the Company, or to neighbouring units or other premises in the vicinity, except as is customary or is as permitted by any competent authority established for regulating the conduct of the business or the factory or the workshop.



(xii) Not to transfer, assign, underlet, sub-let, sub-lease, mortgage, charge, encumber or give on license or otherwise deal with or part with possession of demised premises or any part thereof or to create any interest for or in favour of any third parties therein without previous consent in writing of the Company and upon the terms to be specified by the Company. The Company has informed the Property Member that by letter Dt. 28.08.2015 & Dt.17.11.2015, GIDC has exempted the property members of the GHB from taking permission under Cl.2(r) of the Principal Lease Deed for creating mortgage for borrowing from banks and other financial institutions.

(xiii) On being called upon by the Company, to submit forthwith to the Company all such details and statements called for by the Company for the correct quantification of any of the charges/amounts payable or otherwise due or realizable from the Property member.

(xiv) For security reasons and for giving aesthetic look to Gem & Jewellery Park as a whole, the Property member shall be required to submit all the plans to the Company for checking conformity to the same. The Property member shall be free to appoint architects to design and plan and make drawings for building, sheds or structures, for his unit and for obtaining approval of the competent authority like SUDA or any other Competent authority in that behalf.


(xv) To bear and pay all existing and future taxes, government dues, rates, cess, assessments, duties, levies, and outgoing and any other expenses by whatever name called under all laws, statutes, ordinances and notifications

FOR GUJARAT HIRA BOURSE

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For H.K. Jewels Pvt. Ltd.

Director

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5. The Property member shall at his own risk, account and cost, apply for and obtain approval for its units from the designated authorities as laid down in this regard by the Govt. of India or any other authority for the time being empowered to do so, in this respect. The Company shall have no responsibility whatsoever in this regard. However, the Company may without in any way being obliged or liable to do so and without taking the responsibility in this regard, assist the Property member in applying for the approval to the extent it is possible for the Company to do so.
 6. To peacefully and quietly deliver, on the expiry of the terms of this grant or on determination thereof, to the Company the demised premises along with all erections and building and structures thereon, then standing or being thereon, without any demur or reservation. The company shall not be obliged to give compensation to the property member for such developments by the property member during the tenure of the grant.
 7. The Property member shall be entitled to occupancy rights granted herein till he/she/it enjoys the membership of the company and on cessation of membership as envisaged under the Articles of Association of the company, shall be liable to consequences as are provided therein. The property member agrees to abide by the rules and regulations as may be framed by the company to consider and regulate the cases of transfer and/or transmission of membership and undertakes to comply with such rules.
 8. In the event of a transfer, under letting, sub-letting or sub-lease, mortgage, charge, encumbrance or license of or parting with possession of the demised premises or any part thereof, as permitted by the Company under clause 4 (xii) of this agreement, the Property member shall at its expenses deliver a notice thereof to the Secretary or such other office of the Company as it may direct,

6. To peacefully and quietly deliver, on the expiry of the terms of this grant or on determination thereof, to the Company the demised premises along with all erections and building and structures thereon, then standing or being thereon, without any demur or reservation. The company shall not be obliged to give compensation to the property member for such developments by the property member during the tenure of the grant.

7. The Property member shall be entitled to occupancy rights granted herein till he/she/it enjoys the membership of the company and on cessation of membership as envisaged under the Articles of Association of the company, shall be liable to consequences as are provided therein. The property member agrees to abide by the rules and regulations as may be framed by the company to consider and regulate the cases of transfer and/or transmission of membership and undertakes to comply with such rules.

8. In the event of a transfer, under letting, sub-letting or sub-lease, mortgage, charge, encumbrance or license of or parting with possession of the demised premises or any part thereof, as permitted by the Company under clause 4 (xii) of this agreement, the Property member shall at its expenses deliver a notice thereof to the Secretary or such other office of the Company as it may direct,

ON GUJARAT HIRA BOURSE -

5/1/20

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For H.K. Jewels Pvt. Ltd.

 Director



atleast seven days before the date on which the transfer, assignment, underletting, sub-letting, sub-lease, mortgage, charge, encumbrance, license or parting with possession is to be effected.

9. The Property member shall observe and perform the terms & conditions of the Principal Lease Deed and shall not commit any act of commission or omission which may be breach or contravention of the terms and conditions of the Principal Lease Deed, or which may act adversely to the right, title and interest of the Company under the Principal Lease Deed. The Property member shall not claim any title adverse to the title of the Company acquired by the Company under the Principal Lease Deed.

The Company hereby further covenants with the Property member, that upon the Property member paying the rent and reimbursement of expense and other payments hereby reserved, and performing and observing the several covenants on the part of the Property member herein contained, the Property member shall peacefully hold and enjoy the demised premises during the term of the Lease subsisting, without any interruption by the Company or any person rightfully claiming under or interest for it.

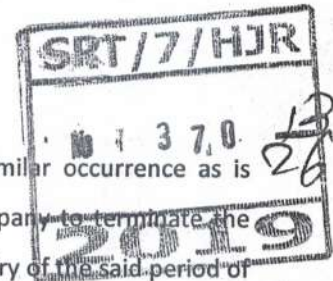
11. If any of the amounts as stated herein above or any part thereof remain unpaid for two months after the same become due and payable, , after formally demanded, or if the Property member commits default in performing and observance of the terms and conditions hereof or of the Bye-Laws provided in Clause hereof to be performed and observed by the Property member or if the Property member fails to pay any amounts due and payable to the Company, or the Property member neglects to rectify or remedy any defaults in discharging the obligations as more specifically stated in this Deed or upon non performance or non-observance of or the contravention or breach by the Property member of the terms and conditions hereof or of the Bye-Laws provided in Clause hereof, the Company shall be entitled to terminate the occupancy herein granted or to treat the grant of occupancy as forthwith terminated without prejudice to the foregoing terms, the Company may (though not bound to) give a notice of one month, to the Property member, directing him to amend, rectify or remove the defaults, or breach or violence of the terms and conditions or stipulations specified in this Deed or otherwise

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For H.K. Jewels Pvt. Ltd.

Director



applicable to the Property member or any such or similar occurrence as is envisaged under this indenture which entitles the Company to terminate the grant or to treat the same as terminated. If after the expiry of the said period of one month, the Property member has not removed the defaults, breaches, or violence as the case may be, the Company shall be entitled forthwith to treat the grant herein as terminated and thereupon to re-enter upon the demised premises or any part thereof and evict the said Property member forthwith in the name of the Company but without prejudice to any other right or remedy of the Company against the Property member in respect thereof. The Property member in such event, shall, be bound to quit, vacate and deliver quiet, vacant and peaceful possession of the demised premises along with its accretions and constructions thereon, to the Company, without any demur, protest or reservations.



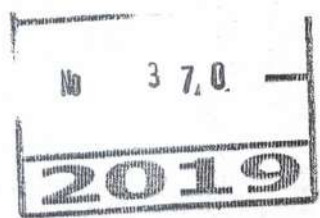
12. The Company, upon such re-entry or eviction and repossession of premises herein granted, without any obstruction and without any demur, protest or reservation by the Property member or any other person claiming through the Property member or upon unconditional and unqualified surrender of the person claiming through the Property member or upon unconditional and unqualified surrender of the demised premises, without any reservations to the Company in compliance of the notice of the Company, shall pay back to the Property member (but not to any other person claiming through or for and on behalf of the Property member), the amount of contribution paid by the Property member, as specified in Clause-I of this Deed, without any interest there upon and after deducting there from any amount due and payable by the Property member to the Company, and after deducting there from cumulative depreciation of the demised premises.
13. The Company shall not be liable for any damage on account of any failure or stoppage of services like Water, Power etc.
14. The company shall be entitled to depute its agents, authorized representatives, employees and servants to inspect and visit the demised premises and the structure building and the like thereon, after giving three days notice in writing addressed to the Property member (or without notice in case of urgency) at the

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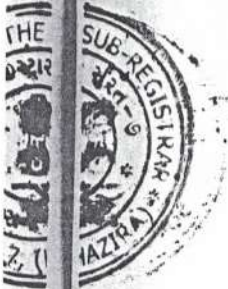
For H.K. Jewels Pvt. Ltd.

Director



demised premises, at any time, for the purpose of carrying out any repairs, or for maintaining the facilities available on the said premises.

15. All Stamp Duty and Registration Charges, fees and expenses, if payable on this Indenture and for registration thereof shall be borne and paid by the Property member who shall arrange, to get this indenture registered with competent authorities and pay such charge costs and fees payable in this regard.
16. Any notice or communication to be addressed by the Company, to the Property member, shall be valid and effective if once the same is addressed to the Property member, at the address of the demised premises and delivered to the Property member or any of its their/his servant, or agent to any other persons in charge of or otherwise in occupation of the demised premises for the time being and falling such delivery, if it is posted on the demised premises. Such service of notice shall be valid and effective and binding to the Property member and the Property member shall not be entitled to question the validity or otherwise of such notice or communication.



SCHEDULE - I



1. DESCRIPTION OF THE LAND UNDER ERSTWHILE SEZ

All that piece and parcel of lands, known and identified as Plot No. X3A in Ichchhapore Industrial Area, comprising of Revenue Survey Nos. 197/P, 198 to 206, 208, 209 paikie, 213/2 paikie, 214, 215 paikie, 216 paikie, 217 to 237, 238 paikie, 239 to 249, 250 + 258, 251 to 254, 255 paikie, 257 paikie, 259 paikie, 317 paikie, 318 paikie, 319 paikie, 320 paikie, 321 to 329, 331 paikie, 333 paikie, 334 paikie, 335 paikie, 336 paikie, 337 to 344, 345 + 346 + 347, 348 to 357, 358 + 359, 360, 361, 362 + 363 paikie, 364 + 365 paikie, 366 paikie, 367 paikie and Nal land within the village limits of Ichchhapore, Taluka Choryasi, District Surat containing in admeasurement about 7,38,797 sq.mts. or thereabout and bounded as follows :

On North : Plot No. X3

On South : 14 mt. wide road, S.No.254/p, 255/p, 256/p, utility corridor

On East : GIDC land

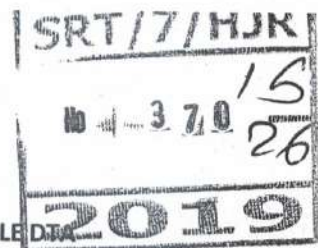
On West : Irrigation Canal and Plot No. XA electric sub-station

FOR GUJARAT HIRA BOURSE

AUTHORISED SIGNATORIES

For H.K. Jewels Pvt. Ltd.

Director



2. DESCRIPTION OF THE LAND UNDER ERSTWHILE

All that piece and parcel of lands, known and identified as Plot Nos. X-2, X-2A & X-3 in Ichchhapore Industrial Estate Consisting of Revenue Survey Nos. as under:-

- (i) Plot no. X-2 consisting of Survey Nos. 272/P, 283/P, 300/P, 302, 303/P, 304/P, 305/P, 306, 307/P.
- (ii) Plot no. X-2A consisting of Survey Nos. 301, 305/P, 308, 309, 310/P, 311, 320/1/P, 320/2+3P.
- (iii) Plot No. X-3 Consisting of Survey Nos. 209/P, 211, 212, 213/P, 215/P, 216/P, 362+363/P, 364+365/P, 366/P, 367/P, 368, 369, 370, 371, 372/P, 373, 374, 375, 376, 377/P, 378, 384/P, 385, 387+388+392+393, 389, 390, 391, 210/P, 958 and Nal Land/P within the village limits of Ichchhapore, Taluka: Choryasi, Dist: Surat containing in measurement about 2,30,970 sq.mts or thereabout and bounded as follows :

	Plot No.X2	Plot No.X2A	Plot No.X3
On or towards the North by:	Irrigation Canal	Irrigation Canal	Irrigation Canal
On or towards the East by:	Irrigation Canal	Plot No. X3A (SEZ) and 20.00 M wide Road.	GIDC Land Consisting of R.S.No.209/P, 210/P & Kansa
On or towards the West by:	Un-Magdalla Road	Irrigation Canal	Irrigation Canal
On or towards the South by:	Proposed SUDA D.P.Road	Proposed SUDA D.P.Road	Plot No. X3A (SEZ)

SCHEDULE- II

DESCRIPTION OF SAID PREMISES ABOVEREFERRED TO

All that piece and parcel of premises being the plot of land, details whereof are given herein below, carved out from the land more particularly described in Schedule-I hereinabove written.

1. Plot Nos. & Area :

FOR GUJARAT HIRA BOURSE

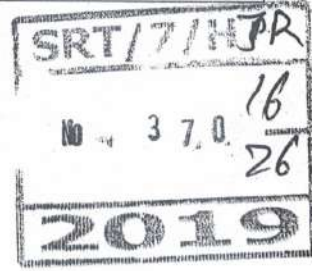
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For H.K. Jewels Pvt. Ltd.

Director

Plot No	Area of the Plot in sq.yds	Area of the Plot in sq.mts
E-07	2033.28	1700.11

2. Location : North - Plot No. F-01A
 South - GHB Road No. E
 East - Plot No. E-09
 West - Plot No. E-06



IN WITNESS WHEREOF the Company has caused an officer and the Property member have executed this Indenture on the day and year first above written.

Signed, Sealed and Delivered by

GUJARAT HIRA BOURSE

Through its authorized signatory

Shri 

FOR GUJARAT HIRA BOURSE

(Signature)
 AUTHORISED SIGNATORY

Signed, Sealed & delivered by the Property member

Shri 

For H.K. Jewels Pvt. Ltd.

(Signature)  Director

In the presence

Name & Address of Witness:

1. PIPARIYA Sanjaykumar Rasikbhai
 Sarthana Jakatnaka, Surat

S.12
 (Signature)

2. Postiwala mekul vadankumar
 Porvut Patiya, Surat.

M.v. Postiwala
 (Signature)



M/s. Gujarat Hira Bourse,
its authorised signatory:
Mr. Nanubhai Bhagvanbhai Vanani,



FOR GUJARAT HIRA BOURSE

[Signature]

AUTHORISED SIGNATORIES



M/S H. K. JEWELS PVT. LTD.
is authorised signatory:
Mr. Rajesh Himmatbhai Dholakia,
For H.K. Jewels Pvt. Ltd.



[Signature]
Director



GUJARAT HIRA BOURSE

Developer: Gem & Jewellery Park, Ichchhapore, Surat.

TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF MANAGING COMMITTEE OF GUJARAT HIRA BOURSE HELD AT REGISTERED OFFICE OF THE COMPANY ON DTD. 4TH FEBRUARY 2012.



Authorisation for authentication to execute Allotment Indenture and other related formalities with Member Plot Holders on behalf of the Company, i.e. Gujarat Hira Bourse.

RESOLUTION

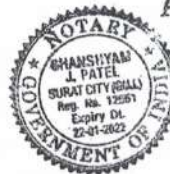
RESOLVED THAT Shri Nanubhai Bhagvanbhai Vanani, the Secretary of the Company be and is hereby authorized to execute the Indenture of Allotment with the Member Plot Holders of Gujarat Hira Bourse for allotment of Plot in GHB Gem & Jewellery Park, Ichchhapore, Surat on behalf of the Company i.e Gujarat Hira Bourse to do all the related formalities in this regard as may be necessary for the purpose.

Certified to be True Copy

C.R. Sanghvi

(Chandrakant R. Sanghvi)
President

Date: 01-04-2018
Place: Surat



ATTESTED COPY
[Signature]
CHANSHYAM J. PATEL
NOTARY NO.: 12551
SURAT / DIST. (GUJ.)
• GOVT. OF INDIA •