

S/R P
Pocisod

DATED THIS 27th DAY OF JUNE 1977

M/S KAILASH BABULAL

AND

M/S RUBESH DIAMONDS

SALE AGREEMENT

I.M. BILVE



Tuesday, May 03, 2005

3:10:24 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 4357

दिनांक 03/05/2005

गावाचे नाव गिरगाव

दस्ताऐवजाचा अनुक्रमांक

बबई - 04289 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव: गोदानी जेम्स चे भागिदार विनोद व्ही गोदानी

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकाची नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (16)

320.00

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रु.

30320.00

आपणास हा दस्त अंदाजे 3:25PM ह्या वेळेस मिळेल

DELIVERED
ON 27/04/2005

दुय्यम निबंधक

मुंबई शहर 1 (फोर्ट)

बीजार मूल्य: 6987942 रु. मोबदला: 7000000 रु.

भरलेले मुद्रांक शुल्क: 350000 रु.

देयकाचा प्रकार : चलनाने;

चलन क्रमांक: 4; रक्कम: 30000 रु.; दिनांक: 27/04/2005

ORIGINAL

Submit to

S.R.S

for Mortgage (03.01.2006).

ICICI BANK LTD FRANKING DEPOSIT SLIP

Customer Copy

Deposit Br. Date: 26/4/05

Pay to: Acct Stamp Duty Mumbai

Franking Value	Rs. 3,50,000/-
Service Charges	Rs.
Total	Rs. 3,50,000/-

Name of Stamp duty paying party:
 M/s GODHARI GEMS
 Ranchurana
 Opera house

Received With Thanks
 Rs 35,00,00/- Towards
 Paym... Stamp Duty

DD / Cheque No. 374862

Drawn on Bank State Bank of
 India and Jammu
 8211 9

(For Bank's Use only)

Trans ID 91765
 Franking Sr. No.

Officer

फॉर्म नंबर ६१०२००२००३

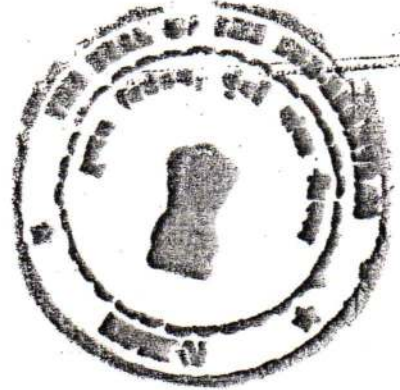
या ठिकाणी कोपागारत / उपकोपागारत भरण्यात आलेल्या रकमेची भरणी
भारतीय रिझर्व बँकेमध्ये मुंबई

भरणा करणाऱ्याने भरवण्याचे	विभागीय अधिकाऱ्याने किंवा कोपागारने भरवण्याचे	कोपागारने/उपकोपागारने/भारतीय रिझर्व बँकेने/भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने भरवण्याचे
जि. जावतीने रक्कम भरण्यात आली आहे त्या व्यक्तीचे नाव/पदनाम आणि पत्ता M/s Godhan Gems (Pvt) Ltd Udhod Godhan 2001 Panchsheelu open house	लेख्यांचे वर्गीकरण विभाग : नोंदणी व मुद्रांक विभाग प्रधानशीर्ष : ००२० मुद्रांक व नोंदणी फी उपप्रधानशीर्ष : ०३ नोंदणी फी गौणशीर्ष : १०४ दस्तऐवजच्या नोंदणीसाठी फी सर्वसाधारण घसुली	रकम मिळाली. रुपये (अक्षरात) 30,000/- रुपये (अक्षरी) thirty thousand कोपागारत: लेखापत्रक: E भारतीय रिझर्व बँक फोर्ट, मुंबई-400 001 कोपागार/उपकोपागार/अधिकारी/बँकेचा अधिकारी दिनांक 27 APR 2005 नकद प्राप्त हुआ प्रतिकृत हस्ताक्षरित
भरणा करणाऱ्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करणाऱ्याचे उद्देश दस्तऐवज नोंदणी फी	संगणक संकेतनांक 0 0 3 0 0 1 5 2 0 0 बरोबर आहे, मी स्विकारते व पावतो घ्यामी. दिनांक: 27/04/05 * स्वाक्षरी	
भरणा केलेली रक्कम रुपये 30,000/- (अक्षरी) रुपये thirty thousand only भरणा करणाऱ्याची स्वाक्षरी दिनांक 27/04/05		

* येथे कोपागारत/बँकेत रक्कम भरणा करणाऱ्याबरोबर आदेशा न्याया अधिकाऱ्यांचा (वरी शिक्का ठरावा 1.)

मुंबई शहर क्र. १.

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RA 34 38 35



General Stamp Office, Mumbai.

महाराष्ट्र MAHARASHTRA
L.S.V. No.

8 APR 2005

Proper Officer



सौ. अरुणा अरुण वाशिर्डे

परवाना धारक मुद्रांक विक्रेता क्र. १९ ★
१४वी, खोनाची वाडी, खंडेराव बिल्डींग,
तळमजला, रूम नं. ७, गिरगांव, मुंबई-४

क्र. ७४६६१ दिनांक
संवत्शी/श्री/श्रीमती M/s. G. S. Khanna & Co. Cum
यांना रु. चा मुद्रांक विकला.
मुद्रांक विक्रेता

D 359856

15 APR 2005

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Mumbai on this 26th day of April 2005 between M/s. RUBESH DIAMONDS, Block No.5, 2nd Floor, Sind Mercantile Bldg., New Charni Road, Mumbai-400 004 through its Partner Mr. Jitendra Chimanlal Shah hereinafter called "the VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be, mean and include its legal representatives, executors, administrators and assigns) of the First Part

पक्ष-१
रुबेश डायमंड्स
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① Jeshah

ICICI Bank Ltd.
30 Mumbai Sahakar
Mang. Fort Mumbai-400001
D-5/STP/C.R. 101/10/2005
Mandar K. R. 101/10/2005
91765
151303
Special
Admission
APR 26 2005
000001-PB5134
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MAHARASHTRA

10 More later fifty thousand only

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AND M/S. GODHANI GEMS, 2001, Panchratna, Opera House, Mumbai-400 004, through its Partner Mr. Vinod Godhani hereinafter referred to as **"the PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be, mean and include its legal representatives, executors, administrators and assigns) of the **Other Part.**

WHEREAS by an Agreement for Sale dated 27.06.1977, the Vendor herein had purchased a Premises No.512-A on the 5th Floor, Prasad Chambers Premises Co-operative Soc. Ltd., situated at Swadeshi Mill Compound, Opera House, Mumbai-400 004 admeasuring 525 sq. ft. carpet area (hereinafter referred to as "the said Premises") from M/s. Kailash Babulal a Partnership Firm through its partner Mr. Kailash Babulal therein referred to as the Vendor, the party of the One Part and Vendor herein therein referred to as a Purchaser, at the price and on the terms and conditions mentioned therein. The Vendor declares that nothing is due and payable in respect of the said Premises No.512-A on the 5th Floor, to the said Society as on date.

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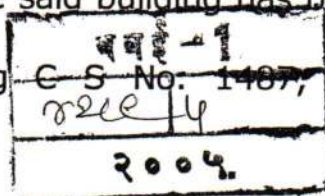


AND WHEREAS the Vendor is a registered member of PRASAD CHAMBERS PREMISES CO-OPERATIVE SOCIETY LTD. (REGISTRATION NO. BOM/hsc/2296 dated 6.2.1970) having its registered office at 719, Prasad Chambers, Swadeshi Mill Compound, Mumbai-400 004(hereinafter referred to as "the said society").

AND WHEREAS the said society has issued ten fully paid up shares bearing No. 446 To 455 (both inclusive) of Rs. 50/- each to the said **M/S. RUBESH DIAMONDS** the vendor herein under Share Certificate No. 446 To 455 dated 20.02.1979 in respect of the said Premises No.512-A on the 5th Floor, in the said society (hereinafter referred to as "the said shares" and "the said certificate").

AND WHEREAS the Vendor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Premises No.512-A on the 5th Floor, and the said Ten fully paid shares bearing No. 446 To 455 (both inclusive) of the said society.

AND WHEREAS the Vendor has agreed to sell, transfer and assign to the Purchaser and the Purchaser have agreed to purchase from the Vendor the said Premises No.512-A on the 5th Floor, admeasuring 525 sq. ft. carpet area and the said building has been constructed on a plot of land bearing C S No. 1487, Division Girgaum and the



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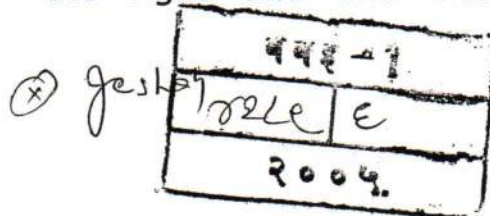
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Building is constructed prior to year 1961-62 and has 16 floors with lift in the District and Sub-District of Bombay situate in Bombay and as incidental thereto all right, title and interest in the said office and in the said Ten shares together with all the other deposits, if any, lying with the said society and also right to use and occupy thereto at and for the total price and consideration of Rs. 70,00,000.00 (Rupees Seventy Lakh Only).

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS UNDER :**

1. The Vendor shall sell, transfer and assign and the Purchaser shall purchase and acquire the said Premises No.512-A on the 5th Floor, in Prasad Chambers Premises Co-operative Soc. Ltd., situated at Swadeshi Mill Compound, Opera House, Mumbai-400 004 admeasuring 525 sq.ft. carpet area (hereinafter referred to as "the said Premises") and the Ten fully paid up shares of Rs. 50/- each bearing No. 446 To 455 (both inclusive) of the said Prasad Chambers Premises Co-operative Soc. Ltd., and the right title and interest and benefit of the



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Vendor in the said office⁵ and in the said Ten shares and all the benefits of the said Agreement for sale dated 27.06.1977 for the total price and consideration of Rs.70,00,000.00 (Rupees Seventy Lakh Only) shall be paid by the Purchaser to the Vendor on or before execution of this Agreement (payment and receipt whereof the Vendor doth hereby admit and acknowledge)

2. The Vendor hereby covenants with the Purchaser and declare as under: -

- i) The Vendor is the sole and absolute owner of the said office and the said shares and no other person/persons has/have any right, title, interest, claim or demand of any nature whatsoever unto or upon the said office and on the said shares by way of sale, mortgage, charges, lien, gift, trust, lease, assessment or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same alongwith the benefits under the said Agreement dated 27.06.1977 to the Purchaser.

- ii) The Vendor has/had not created any charges or encumbrances of whatsoever nature in respect

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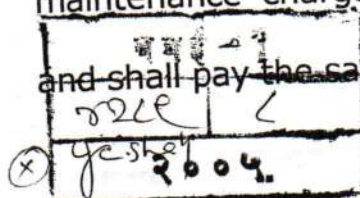
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of the said Premises No.512-A or on the said Ten shares and the same are not attached in execution of any decree nor any prohibitory order is passed by any Court, authority against sale or transfer of the same. The Vendor has not created any tenancy, leave and licensor any other rights in favour of any other person/persons and the said office and the said Ten shares are free from all encumbrances.

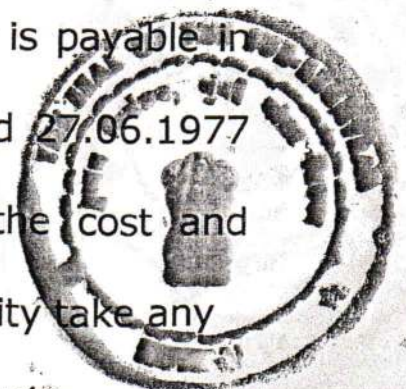
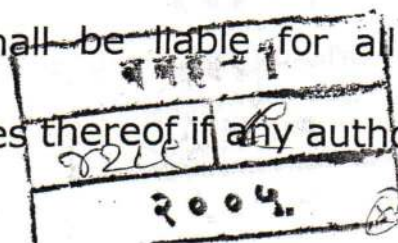
- iii) Vendor shall not take any objection whatsoever and shall sign and execute all the necessary documents as and when required for transfer of the said office and the said shares/certificate in favour of the Purchaser. The Vendor shall on or before execution of this Agreement shall, obtain "No Objection" letter from the said society to transfer the said office and the said shares in favour of the Purchaser.
- iv) The Vendor has duly observed and performed the rules, regulation and bye-laws of the said Society and has paid his monthly contribution, maintenance charges, etc. to the said society and shall pay the same till the vacant and



peaceful possession of the said office is handed over to the Purchaser or upto end of April 2005 whichever comes earlier.

- v) The Vendor shall whenever require to do so from time to time and at all times hereafter execute and sign and cause to be executed and signed all such documents, letters, writings and papers as may be necessary for more perfectly securing, assuring and effectually transferring the said office alongwith the said Ten shares standing in their name unto and to the use of Purchaser forever.
- vi) The Vendor shall indemnify and keep indemnified the Purchaser from and against all actions, claims, demands, costs, charges, damages and expenses etc. claimed as falling due prior to the completion of the sale.
- vii) The Vendor undertakes to register the documents and if any stamp duty is payable in the said agreement for sale Dated 27.06.1977 and also shall be liable for all the cost and consequences thereof if any authority take any

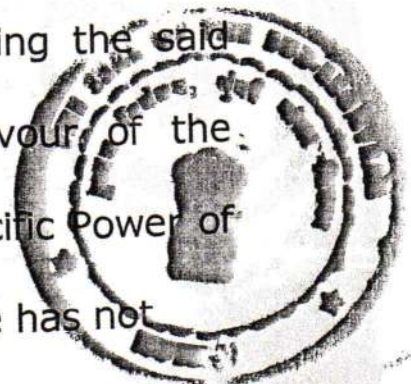
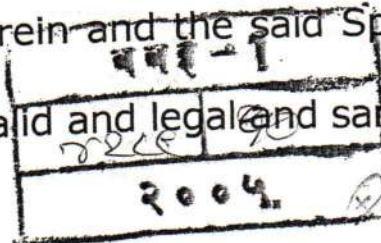
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action on the said agreement for sale dated 27.06.1977. The vendor shall indemnify and keep indemnified the Purchaser herein from all actions whatsoever taken in respect of said agreement for sale dated 27.06.1977.

- viii) The Vendor shall hand over the vacant and peaceful possession of the said Premises No.512-A, against the total price and consideration of Rs. 70,00,000.00 (Rupees Seventy Lakh Only) paid by the Purchaser to the Vendor as mentioned in the clause 1 above.
- ix) The Vendor shall handover all the original documents of the said office including the original share certificate No.446 To 455 dated 20.02.1979 containing said Ten shares of the said society.
- x) The Vendor hereby declare that he will execute a Specific Power of Attorney in favour of Mr. Vinod Godhani to sign, execute and complete this transaction including transferring the said office and the said shares in favour of the Purchaser herein and the said Specific Power of Attorney is valid and legal and same has not

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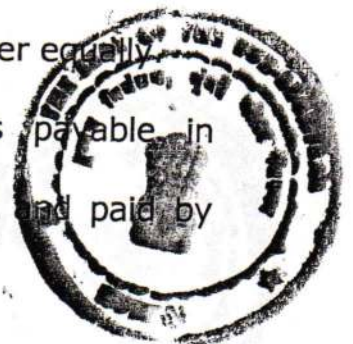
been revoked by the Vendor till such time that the said office and the said shares are transferred in the name of the Purchaser and thereafter the same shall cease to be operative.

3. The Purchaser shall pay to the said society their proportionate contribution in respect of Municipal Taxes, Water Charges, maintenance charges and electric charges etc. payable in respect of the said office from April 2005.
4. All the deposits with the society or any other authority including Sinking Funds etc. in respect of the said office stands in the name of the Vendor herein shall be transferred in the name of the Purchaser on completion of the sale and the Vendor shall not take any objection whatsoever.
5. The Transfer fees and any other fees payable to the said society for the transfer of the said office and the said Ten shares in the name of the Purchaser shall be borne and paid by the Vendor and Purchaser equally.
6. The Stamp duty and registration fees payable in respect of this agreement shall be borne and paid by the Purchaser alone.

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IN WITNESS WHEREOF the parties

hereto have hereunto set and subscribed their respect hands on the day and year first hereinabove written.

SCHEDULE OF THE PROPERTY

Office Premises No.512-A on 5th Floor of the building known as Prasad Chambers Premises Co-operative Soc. Ltd., situated at Swadeshi Mill Compound, Opera House, Mumbai-400 004 admeasuring 525 sq. ft. carpet area or thereabout and bearing C S No. 1487, Division Girgaum and the Building is constructed prior to year 1961-62 and has 16 floors with lift.

SIGNED AND DELIVERED by the withinnamed)

the Vendor M/s. RUBESH DIAMONDS)

represented by one of its partner)

MR. JITENDRA CHIMANLAL SHAH)

in the Presence of V. R. Shah)

) **For RUBESH DIAMONDS**

) *[Signature]*

Partner

SIGNED AND DELIVERED by the withinnamed)

the Purchaser M/s. GODHANI GEMS)

represented by one of its partner)

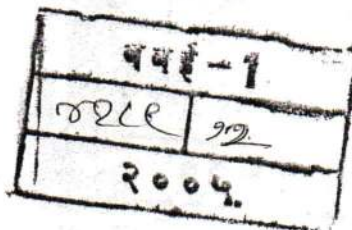
MR. VINOD GODHANI)

in the Presence of Vinod B. Godhani)

) **For GODHANI GEMS**

) *[Signature]*

PARTNER



RECEIPT

Received Rs.70,00,000/- (Rupees Seventy Lakh Only)
being full and final consideration for the Sale of the
premises No.512-A on the 5th Floor, Prasad Chambers
Premises Co-operative Soc. Ltd., situated at Swadeshi Mill
Compound, Opera House, Mumbai-400 004.

CHEQUE NO.	DATED	DRAWN ON	AMOUNT	IN FAVOUR OF
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859103	05/04/2005	Prasad Chambers Co-op. Soc. Ltd.	25,00,000	Rubesh Diamonds.
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788405	18/04/2005	do	45,00,000	Rubesh Diamonds.
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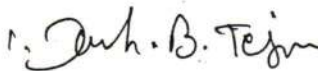
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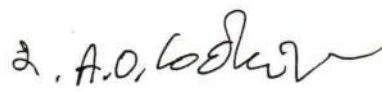
FOR RUBESH DIAMONDS

For RUBESH DIAMONDS


Partner
PARTNER

VENDOR

WITNESSES: 1. 
(DINESH BABULAL TEJANI)

2. 
(ANIL O. GODHARI)

44-1
02693
2006



2005-2006

2nd May, 2005

TO WHOMSOEVER IT MAY CONCERN

PARTICULARS OF THE PREMISES AS UNDER.

1. ADDRESS: 512A 9th Floor,
Prasad Chambers Pre. Co-Op. Soc. Ltd.
Opera House,
Mumbai 400004.
2. Carpet Area of the Premises No.512A is 525 Sq. Ft.
3. Survey Number of the Property C.S. 1487 (Part)
4. Municipal Ward No. "D" Ward
5. Year of Construction of the Building "Prasad Chambers" 1968
6. No. of floors in the building Ground + 16 Storeys with Lift.

This information given to you for the purpose of paying Stamp Duty & Registration of firm only.

For Prasad Chambers Premises Co-Op. Soc. Ltd.


HON. SECRETARY.
Pn/-

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२००५.	



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श्री. ०७२००६-००१
का. १२३४५६७८९
आवक का दिनांक २००५-०३-३१

अवधि	आवक का दिनांक	आवक का दिनांक	आवक का दिनांक
०७-०२-००१	२००४-२००५	२००४-२००५	२००४-२००५

२००५-०३-३१

२००५-०३-३१

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२००५-०३-३१

२००५-०३-३१

०७२००६-००१ ०१/१०/२००४-३१/०३/२००५ ०-१२२०-२१ & १

SHRI HARISH J. JHAVERI
HON SECRETARY PRASAD
CHAMBERS PREMISES COOP
HSG SOC LTD-SWADESHI
MILL COMPOUND OPERA HOUSE
MUMBAI. 400004

D-1220-21 & 1226/7-9-11 TATA ROAD PRASAD CHAMBERS HOU SE WITH SHOPS & O
PRASAD CHAMBERS PREMISES CO OPERATIVE SOCIETY LI
MUMBAI. 400004

प्र. सं.	अवधि	आवक का दिनांक	आवक का दिनांक	आवक का दिनांक
०७-०२-००१	२००४-२००५	२००४-२००५	२००४-२००५	२००४-२००५

प्र. सं.	अवधि	आवक का दिनांक	आवक का दिनांक	आवक का दिनांक
०७-०२-००१	२००४-२००५	२००४-२००५	२००४-२००५	२००४-२००५

D WARD - NANA CHOWK
MUMBAI 400007.

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03/05/2005

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

बवइ1

दस्त क्र 4289/2005

3:12:41 pm

मुंबई शहर 1 (फोर्ट)

१६

दस्त क्रमांक : 4289/2005

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: गोदानी जेम्स चे भागिदार विनोद व्ही गोदानी
पत्ता: घर/फ्लॅट नं: 2001
गल्ली/रस्ता: ऑपेरा हाऊस
ईमारतीचे नाव: पंचरत्न
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: मुं
तालुका: -
पिन: 4
पॅन नम्बर

लिहून घेणार

वय 33

सही

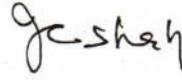
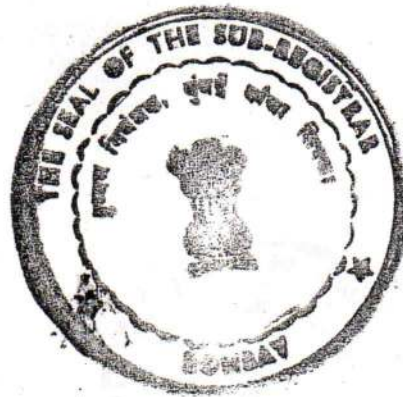



2 नाव: मेसर्स रुबेश डायमंडस् तर्फे भागिदार जितेंद्र
चिमणलाल शाह
पत्ता: घर/फ्लॅट नं: 5, 2 रा मजला
गल्ली/रस्ता: -
ईमारतीचे नाव: सिंद मर्कटाईल
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: मुं
तालुका: -

लिहून देणार

वय 71

सही

वह दुय्यम निबंधक
मुंबई शहर क. १



दस्त गोषवारा भाग - 2

बबई 1

दस्त क्रमांक (4289/2005)

96

दस्त क्र. [बबई-4289-2005] चा गोषवारा
बाजार मुल्य : 6987942 मोबदला 7000000 भरलेले मुद्रांक शुल्क : 350000

दस्त हजर केल्याचा दिनांक : 03/05/2005 03:08 PM
निष्पादनाचा दिनांक : 26/04/2005
दस्त हजर करणा-याची सही :

[Signature]

दस्ताचा प्रकार : 25) करारनामा
शिक्का क्र. 1 ची वेळ : (सादरीकरण) 03/05/2005 03:08 PM
शिक्का क्र. 2 ची वेळ : (फ्री) 03/05/2005 03:10 PM
शिक्का क्र. 3 ची वेळ : (कडुली) 03/05/2005 03:11 PM
शिक्का क्र. 4 ची वेळ : (ओळख) 03/05/2005 03:12 PM

दस्त नोंद केल्याचा दिनांक : 03/05/2005 03:12 PM

ओळख :

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

1) हरेश जे मेहता . , घर/फ्लॅट नं: एक 6 आंबेवाडी

गल्ली/रस्ता: ऑपे मॅजस्टिक शॉपींग सेंटर

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: गिरगाव

शहर/गाव: मुं

तालुका: -

पिन: 4

2) सचिनजांमळे . , घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)



पावती क्र.: 4357 दिनांक: 03/05/2005
पावतीचे वर्णन
नाव: गोदानी जेम्स चे भागिदार विनोद व्ही गोदा

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

30320: एकूण

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)

[Signature]

[Signature]

मोबदला,

मोबदला: 31/4/05

मदलाची शुभाचची करण्याखेरीज
मि. दावे सर्व अधिकार असलेले
सह दुष्यम निबंधक
मुंबई शहर क. १.

प्रमाणित करणेत येते की
सामान्य पद्धतीने ... पावे आहेत

सह दुष्यम निबंधक
मुंबई शहर क. १

Certificate No. 446 to 455

SHARE CERTIFICATE

PRASAD CHAMBERS PREMISES CO-OP. SOCIETY LTD.

719, PRASAD CHAMBERS, SWADESHI MILL COMPOUND, BOMBAY-4.

Share Capital Rs. 5,00,000 (Divided into 10,000 Shares of Rs. 50/- each)

(Registered Under The Maharashtra Co-operative Societies Act, 1960)
(Registration No. BOM / HSC / 2296 dated 6-2-1970)

This is to Certify that Smt. / M/o. KAILASH BABULAL
of BOMBAY

is the Registered Holder of TEN

fully Paid up Shares No. 446 to 455 of Rupees Fifty

each in the above named Society subject to the Bye-laws of the said Society.



Common Seal

Given under the Common Seal of the said Society at
Bombay this 31st day of October 1972

Chandrabhawan

Chairman

[Signature]

Hon. Secretary

L. M. Patil

Hon. Treasurer

Memorandum	the transfers of the within member	Shares

John Rego, for
11-1-1913

Date of Transfer	Transfer No.	Share Regd. No. old	To whom Transferred
29-7-77	29-77		MS RUBESH SINGH

Chairman

Hon. Secretary

Hon. Treasurer.