

117
shreeji
chambers

Part D

Original

नोंदणी 39 म.

Regn. 39 M

June 19, 2002

PM

पावती

पावती क्र. : 2187

दिनांक 19/06/2002

वे नाव गिरगाव

ऐवजाचा अनुक्रमांक

बबई 1 - 03032 - 2002

ऐवजाचा प्रकार

करारनामा

कर करणाराचे नाव

मेसर्स गुजरात डायमंड चे भागिदार निलेशकुमार आर शहा

फी

20000.00

कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

260.00

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

20260.00

एकूण

पणास हा दस्त अंदाजे 4:10PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दुय्यम निबंधक

मुंबई शहर क्र. १.

द्रांक शुल्क :- 710000

710000/- Seven Lakhs (Rs) Thousand only

GENERAL STAMP OFFICE
TOWN HALL, FORT
MUMBAI - 400 023
MAH/GSO/011



भारत
सत्यमेव जयते
INDIA

STAMP DUTY

महाराष्ट्र
SPECIAL ADHESIVE

Rs. ≈ 0710000/-

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| 3032/9/98 |
| 2002 |

SALE DEED

M. M. Pednekar
Proper Officer,
General Stamp Office Mumbai

THIS AGREEMENT OF SALE made and entered into at MUMBAI this 11 day of MARCH 2002 BETWEEN M/S. CHHAYA GEMS a partnership firm having its address at 1402, Panchratna, Opera House, Mumbai - 400 004, hereinafter referred to as "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partner or partners, legal representatives, heirs, executors, administrators and assigns) of the FIRST PART and M/S. GUJARAT DIAMONDS, a partnership firm registered in the State of Gujarat and having its address at Ajbani Estate, Opp. Moti Baug, Jadakhadi, Mahidharpura, Surat - 395 003, hereinafter referred to as "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partner or partners, legal representatives, heirs, executors, administrators and assigns) of the SECOND PART.

WHEREAS by an Agreement dated 19.03.2001 made and entered into by and between M/S. BHAVANI GEMS as Vendors and M/S. CHHAYA GEMS as Purchasers, the Transferor herein had purchased and acquired all the beneficial rights, title and interest together with all incidental right of use, occupancy and possession of Unit No.117 on the 1st Floor, admeasuring 320 sq.ft. Carpet or thereabout in the building "SHREEJI CHAMBERS" situated at Tata Road No 2, Opp. Prasad Chambers, Opera House, Mumbai - 400 004 (hereinafter referred to as "the said premises"), more particularly described in the Schedule hereunder written.

AND WHEREAS the Transferor is a registered member of SHREEJI CHAMBERS PREMISES CO-OPERATIVE SOCIETY LTD. (REGISTRATION NO. BOM/WD/GNL/(O)/369 OF 1996-97 DT. 09.05.1996) having its registered office at TATA ROAD NO.2, OPP. PRASAD CHAMBERS, OPERA HOUSE, MUMBAI - 400 004 (hereinafter referred to as 'the said society') and is the sole and absolute owner/holder of 10 (Ten) shares of the face value of Rs. 50/- (Rupees Fifty Only) each of the aggregate value of Rs. 500/- (Rupees Five Hundred Only) bearing distinctive numbers 191 to 195 (both inclusive) under share certificate No. 39/117 dated 07.09.2000 and 196 to 200 (both inclusive) under Share Certificate No. 40/117 dated 07.09.2000, issued by the said society (hereinafter referred to as "the said shares").

AND WHEREAS the Transferor has agreed to sell, transfer and assign to the Transferee and the Transferee has agreed to purchase from the Transferor the said shares and the said premises together with the right of use and occupancy thereof at or for the price of Rs. 71,00,000/- (Rupees Seventy One Lacs Only) on "as is where is" basis.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

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

1. The Transferor hereby sells, transfers and assigns and the Transferee hereby purchases and acquires the said shares and interest in the said 10 (Ten) shares bearing distinctive Nos. 191 to 195 (both inclusive) under share certificate No. 39/117 dated 07.09.2000 and 196 to 200 (both inclusive) under share certificate No. 40/117 dated 07.09.2000, issued by Shreeji Chambers Premises Co-Op. Society Ltd. and incidental thereto all right, title and interest and benefits of the Transferor in the said Unit No. 117 admeasuring 320 sq. ft. Carpet or thereabout on 1st floor in the building known as "SHREEJI CHAMBERS" situated at Tata Road No.2, Opp. Prasad Chambers, Opera House, Mumbai - 400 004 at or for the price of Rs. 71,00,000/- (Rupees Seventy One Lacs Only) on "As is where is" basis.
2. The Transferor has handed over vacant, quiet and peaceful possession of the said premises and the said shares to the Transferee simultaneously with the execution of this Deed.
3. The full consideration for the sale amounting to Rs. 71,00,000/- (Rupees Seventy One Lacs Only) has been paid by the Transferee to the Transferor, on the execution of this Agreement, the receipt whereof the transferor doth hereby admit and acknowledge.
4. The Transferor hereby covenant with the Transferee as follows:-
 - i) That the Transferor is the sole and absolute owner of the said shares and the said premises and no other person or persons has or have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said shares and the said premises either by way of sale, charge, lien, gift, trust, lease, easement or otherwise howsoever and has good right, full power and absolute authority to sell and transfer the same to the Transferee:
 - ii) That the Transferor has not created any charges or encumbrances of whatsoever nature in respect of the said premises nor are the said premises and the said shares subject matter of any litigation nor are the same or any of them attached in execution of any decree nor has the Transferor created any tenancy or leave and licence or any right in favour of any one in respect of the said premises.

M. V. Gandhi *L. N. Raut*

D. cut Top Top LB I, '94 34.50 x 190
 22 94 49.00 x 160
 PK, 94 41.50 x 120
 PK₂ 94 60.30 x 90
 SI₂ 94 50.00 x 220

679/13-14
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 9-20/13

ADVANCE Payment -
Suresh Jai

Sumit
 120 Days

iii) That the Transferor has duly observed and performed the rules, regulations and bye-laws of the said society and paid upto date its contribution of the municipal taxes, water, electricity and maintenance, repairs and other charges and outgoing payable by it in respect of the said premises.

iv) That Transferor has obtained proper No-Objection Certificate from the society in favour of the Transferee for transfer of the said shares and the said premises.

v) That the Transferor shall whenever required to do so from time to time and at all times hereafter execute and sign and cause to be executed and signed all such letters, forms, applications, deeds, documents, writings and papers, if any, for more perfectly securing, assuring and effectually transferring the said shares and the said premises unto and to the use of the Transferee forever:

vi) That the Transferor shall indemnify and keep indemnified the Transferee from and against all actions, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the completion of sale contemplated under this agreement.

vii) That all the amounts standing to the Transferor's credit on this day in the books of the society towards share money, deposits, sinking fund and other amounts to which the Transferor is legitimately entitled to in respect of it being member of the said society, shall be transferred to the name of the Transferee. Likewise, any other sum such as electricity deposit, water deposits, etc. shall be transferred to the name of the Transferee; and

viii) That the Transferor has not done or omitted to do any act, deed, matter or thing and there is no impediment or restraint or injunction against the Transferor under any law, whereby it is prevented from selling and transferring the said shares and said premises to the Transferee.

5. The Transferee hereby covenants with the Transferor as follows:-

i) That the Transferee on getting the possession of the said premises regularly pay to the said society its proportionate contribution of the municipal taxes, water, electricity, maintenance repairs and other charges and outgoing payable in respect of the said premises; and

ii) That the Transferee shall observe, perform and abide by all the rules, regulations and bye-laws of the society from time to time in force.

L M. V. Gandhi

L N RAO

6. The Transferor has handed over to the Transferee all documents of title including all original agreements, share certificate, etc. in respect of the said shares and said premises simultaneously on execution of this Deed.
7. The transfer fees, voluntary donation or any other sum of money by whatever name called payable to the society for the transfer of the said shares and said premises in favour of the Transferee shall be borne and paid by the parties equally.
8. Stamp duty and registration charges, if any, payable on this Agreement shall be borne and paid by the Transferee alone. Such stamp duty and registration charges etc. payable in respect of the said premises on any prior agreement other than the present one shall be exclusively borne and paid by the Transferor alone and the Transferee shall be entitled to be indemnified against the same.
9. The Transferee shall not be called upon by the Transferor to make additional payment of any sum of money other than that has been expressly agreed upon with the Transferor in this agreement.
10. The Income Tax Nos. of the Transferor and the Transferees are as under;

TRANSFEROR

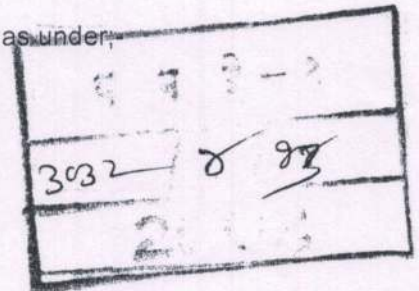
M/S. CHHAYA GEMS

- AA AFC2322D

TRANSFEE

M/S. GUJARAT DIAMONDS

- APPLIED FOR; NOT ALLOTTED



11. The parties shall bear their respective Professional charges relating to this agreement.
12. This agreement has been executed in Mumbai, the property is situated in Mumbai, the payment is made in Mumbai and is subject to Mumbai jurisdiction.



SCHEDULE REFERRED TO ABOVE

Office Premises No. 117 on 1st floor of the building known as **SHREEJI CHAMBERS** of Shreeji Chambers Premises Co-Operative Society Ltd., at Tata Road No.2, Opp. Prasad Chambers, Opera House, Mumbai - 400 004, admeasuring 320 sq.ft. Carpet or thereabout and bearing C S No. 8/1487 & 9/1487, Division Girgaum.

L M. V. Gandhi

L N. R. M.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY

the withinnamed "TRANSFEROR"

M/S. CHHAYA GEMS represented by one of

its partners SHRI Mahendra V. Gandhi

in the presence of [Signature]

FOR CHHAYA GEMS

M. V. Gandhi

PARTNER

SIGNED AND DELIVERED BY

the withinnamed "TRANSFeree"

M/S. GUJARAT DIAMONDS represented by one of

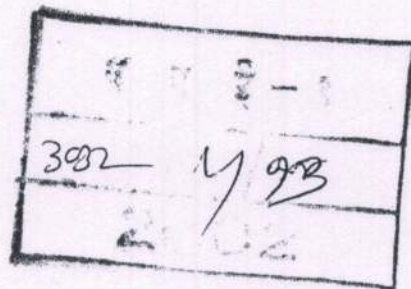
its partners SHRI NILESHKUMAR R. SHAH.

in the presence of Shah Nilesh V.

For GUJARAT DIAMONDS

N. R. Shah

PARTNER.



RECEIPT

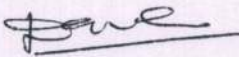
Received Rs. 71,00,000/- (Rupees Seventy One Lacs Only) being full and final consideration as mentioned in clause 3 hereof.

| <u>CHEQUE NO.</u> | <u>DATE</u> | <u>NAME OF BANK & BRANCH</u> | <u>IN FAVOUR OF</u> | <u>AMOUNT (RS.)</u> |
|-------------------|-------------|--|---------------------|---------------------|
| 391652 | 11/3/02 | The Saraswat Co. op. Bank Ltd. Overseas Br. Mumbai - 400002 | M/s. Chhaya Gems | 71,00,000/- |
| | | | | 71,00,000 |

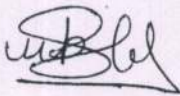
(Rupees Seventy One Lacs Only)

WITNESSES:

1.

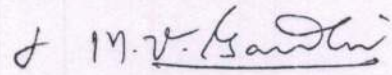


2.

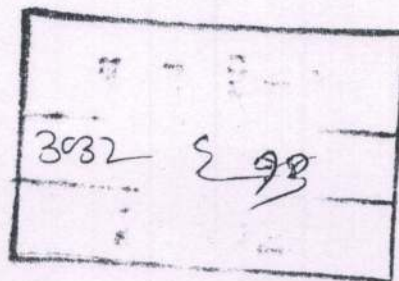


WE SAY RECEIVED

FOR M/S. CHHAYA GEMS



PARTNER
TRANSFEROR



City of Mumbai

2/14/87

Page No. 27

Page No. 15

Page No. 27

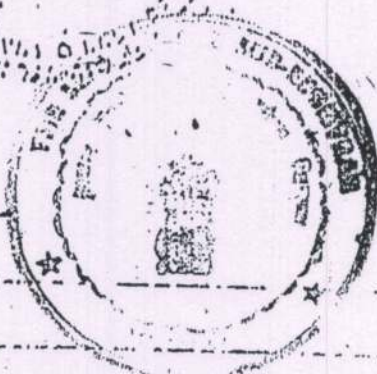
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Notes: This is a true copy of the original document as per the provisions of the Land Revenue Act, 1948.

Three Thousand Eight Hundred Forty Eight and Eight/100th

Mumbai City Survey and Land Records

3032-6-98



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29/6/23
2002



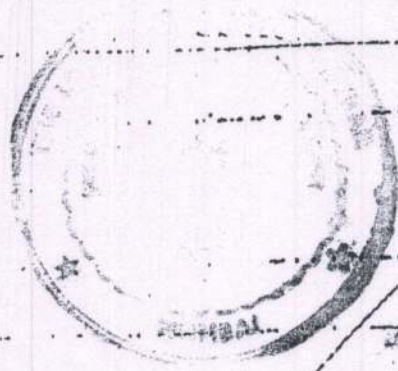
GUARANTEED TO BE TRUE COPY

OFFICE OF THE SUB-REGISTRAR
MUMBAI

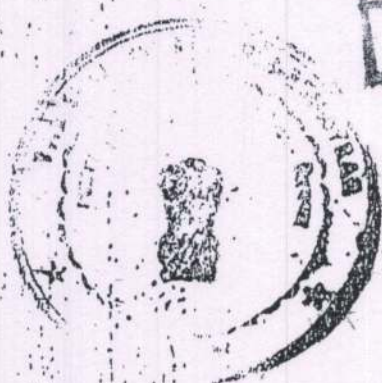
המחלקה הכלכלית

מס' 111

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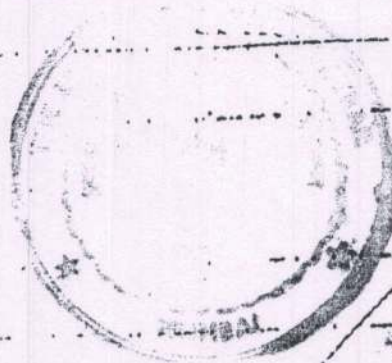
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המחלקה הכלכלית

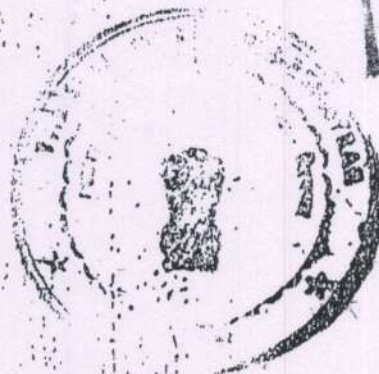
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दस्त गोषवारा भाग-1

दस्त क्रमांक : 3032/2002

दस्ताचा प्रकार : Agreement

अनु क्र. पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठस

1 मेसर्स छाया जेम्स तर्फे भागिदार महेंद्र व्ही गांधी

Executor

सी 1201 तिरुपती अपार्टमेंट बी देसाई रोड मुं 6

सही M.V. Gandhi

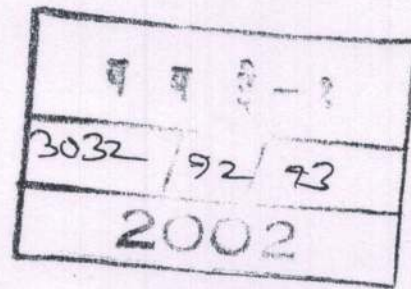


2 मेसर्स गुजरात डायमंड चे भागिदार निलेशकुमार आर शहा

Executant

खलफ दिना टेरेस डी विंग फ्लॅट नं 15 ग्वालिया टँक सही मुं 26

N.R. Shaha





दस्त गोषवारा भाग - 2

दस्त क्र. [बबई-3032-2002] चा गोषवारा
बाजार मुल्य : 6462000 मोबदला : 7100000 भरलेले मुद्रांक शुल्क : 710000

दस्त हजर केल्याचा दिनांक : 19/06/2002 03:51 PM
निष्पादनाचा दिनांक : 11/03/2002

दस्ताया प्रकार : 25) करारनामा
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 19/06/2002 03:51 PM
शिक्षा क्र. 2 ची वेळ : (फी) 19/06/2002 03:55 PM
शिक्षा क्र. 3 ची वेळ : (कबुली) 19/06/2002 03:55 PM
शिक्षा क्र. 4 ची वेळ : (ओळख) 19/06/2002 03:56 PM

दस्त नोंद केल्याचा दिनांक : 19/06/2002 03:56 PM

दस्तऐवज करुन देणार तथाकथीत [करारनामा] दस्तऐवज करुन दिल्याचे कबूल करतात.

ओळख :

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

- 1) हेमा पटेल 3/ए सुमंगल अपार्टमेंट विलेपार्ले प मुं 56
- 2) मनिष एम राठोड , 304 बी वृंदावन दहीसर

दु. निबंधकाची सही
मुंबई शहर 1 (फोर्ट)

पावती क्र.: 2187 दिनांक: 19/06/2002

पावतीचे वर्णन

नांव: मेसर्स गुजरात डायमंड चे भागिदार
निलेशकुमार आर शहा *N. A. Shaha*

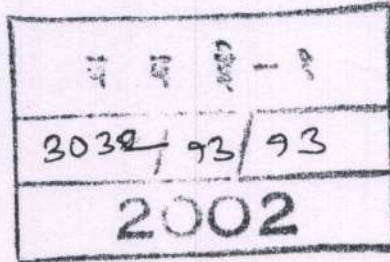
20000 : नोंदणी फी

260 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),

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

20260: एकूण

दु. निबंधकाची सही, मुंबई शहर 1 (फोर्ट)



बबई 3032/2002
पुस्तक क्रमांक 1

नोंदणी

तारीख:

9/6/2002

SHARE CERTIFICATE

Certificate No. 40/117

Register No. 20

No. of Shares 5

Shreeji Chambers Premises Co-op. Society Ltd.

2, Tata Road, Opp. Prasad Chambers,
Mumbai - 400 004.

(REGN. No. BOM/WD/GNL/[O]/369 of 1996/97 dt. 9-5-96)

AUTHORISED CAPITAL : Rs. 1,61,00,000/-
DIVIDED INTO 3,22,000 SHARES OF Rs. 50/- Each.

This is to certify that M/S. DHURUV EXPORTS
is/are the Registered Holder/s of 5 (FIVE)
Shares of Rupees Fifty each numbered from 196 - to 200
(both inclusive) in **Shreeji Chambers Premises Co-operative Society Ltd.** subject to the
Bye-laws of the said society and that upon each of such share/s the sum of Rupees FIFTY
has been paid.

Given under the Common Seal of the Society

this 26TH day of MAY 19 97
7th September 2000

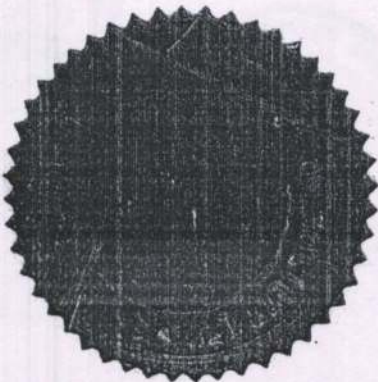
For & on behalf of

Shreeji Chambers Premises Co-operative Society Ltd.

Chairman [Signature]

Hon. Secretary [Signature]

Member of the Managing Committee [Signature] 7/9/00



MORANDUM OF TRANSFERS OF SHARE(S) MENTIONED OVER

| te | Transfer No. | Register Folio | NAME OF TRANSFEREE (S) | Initial | Authorised Signatory |
|--------|-----------------|-------------------|------------------------|---------|-------------------------|
| 3/2000 | | 20 | Bhavani Gems | | |
| 2001 | | 89 | CHHAYA CREMS | | |
| 1/03 | | 97 | Gujarat Diamonds | | |

