



उत्तर प्रदेश UTTAR PRADESH

AR 624424

SALE AGREEMENT

This SALE AGREEMENT is made at NOIDA on this 23rd April/2011 day of APRIL in the year 2011 [TWO THOUSAND ELEVEN] between the following parties:-

M/s Startouch (India) Private Limited [A Company incorporated under the provisions of Indian Companies Act, 1956] having its Registered Office situated at C-15, Flat No. 102, First Floor, Acharya Niketan, Delhi - 110091 through its Director, Sh. CHARANJIT WADHAWAN duly empowered by the Board of Directors vide their Board Resolution dated 16.02.2011 duly empowered by the Board of Directors vide their Board Resolution dated 16.02.2011 (Hereinafter called the VENDOR of the First part.)

A N D

M/s Pawan Buildwell Pvt. Ltd., A Company incorporated under the provisions of Indian Companies Act, having its Registered Office situated at 59-A, Lane C-5, Central Avenue, Sainik Farm, New Delhi through its Director, Sh. RAMESH KUMAR SUNEJA R/o 59-A Lane C-5, Central Avenue, Sainik Farm, New Delhi - 110062 duly authorized by Board Resolution dated 25.02.2011 (Hereinafter called the VENDEE of the Second part.)

For Pawan Buildwell Pvt. Ltd.

Ramesh Kumar Sunje

Director

For Star Touch India Pvt. Ltd.

Charanjit Wadawan

Director

(The words and expressions VENDOR and VENDEE shall, unless the context does not so admit, mean and include their heirs, executors, administrators, representatives, successors and permitted assigns)

IN RESPECT OF

ALL THAT Commercial Office Space measuring an area of 3913.05 Sq. Ft. Super Built-up area, fully air conditioned and 100% Power back-up with Generators on 5th Floor in Brahm Datt Tower, Plot No. 3, Block K situated in Sector -18, NOIDA, Gautam Budh Nagar (U.P.) (Hereinafter referred to as Property).

WHEREAS the Vendor represented before the Vendee as under:-

- I. That he has attained the age of majority and competent to contract.
- II. That he is the sole and absolute owner and in possession of above mentioned **ALL THAT Commercial Office Space measuring an area of 3913.05 Sq. Ft. Super Built-up area, fully air conditioned and 100% Power back-up with Generators on 5th Floor in Brahm Datt Tower, Plot No. 3, Block K situated in Sector -18, NOIDA, Gautam Budh Nagar (U.P.)** being built by Som Datt Construction Company.
- III. That the Vendor acquired the **Property** by virtue of Sale Agreement dated 11.02.2003 duly executed by M/s Som Datt Construction Company. That the Vendor fulfills all the terms and conditions of the builder and has already made the full and final payment of the property to the builder.
- IV. That the **PROPERTY**, described here above, is free from all kinds of encumbrances, charges, liens, mortgages decree, surety, attachments, demands, injunctions, right of claim by way of sale, gift and also free from all legal disputes, injunctions and restraints.
- V. That the Vendor has clear title of the said property and is competent and entitled to sell it or dispose it off in any way or manner. If some body else claims any right, title and interest in the said property as owner or otherwise or raise any objection for the sale of the same to the Vendee or the nominees(s) of the Vendee, then he shall be liable and responsible to make good the losses thus suffered by the Vendee or the nominee(s) beside payment of damages as demanded by the Vendee.
- VI. That he is desirous to sell **ALL THAT Commercial Office Space measuring an area of 3913.05 Sq. Ft. Super Built-up area, fully air conditioned and 100% Power back-up with Generators on 5th Floor in Brahm Datt Tower, Plot No. 3, Block K situated in Sector -18, NOIDA, Gautam Budh Nagar (U.P.)** against the total valuable sale consideration of Rs. 1,80,00,000/- [**RUPEES ONE CRORE EIGHTY LAKH ONLY**]

AND WHEREAS the Vendee aforesaid believing the above said representations of the VENDOR to be true and correct, has agreed to purchase the said property

For Pawan Buildwell Pvt. Ltd.
Ramprasad

2
Director

For Star Touch India Pvt. Ltd.

[Signature] Director

offered by the VENDOR on terms and conditions, which are mutually agreed by both the parties - the VENDOR and the VENDEE, detailed hereafter:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the VENDOR hereby agree to sell unto the VENDEE and the VENDEE agrees to buy the **Property - ALL THAT Commercial Office Space measuring an area of 3913.05 Sq. Ft. Super Built-up area, fully air conditioned and 100% Power back-up with Generators on 5th Floor in Brahm Datt Tower, Plot No. 3, Block K situated in Sector -18, NOIDA, Gautam Budh Nagar (U.P.)** along with its Sub-lease hold rights in the aforesaid Property against the consideration amounting to **Rs. 1,80,00,000/- [RUPEES ONE CRORE EIGHTY LAKH ONLY]** against which the VENDOR shall convey, assign and transfer his all rights, titles and interests, whatsoever vested in the property and provide to the Vendee with clear, clean and good marketable title of **Property** free from all kinds of encumbrances, charges, liens, mortgages, attachments, demands, claims.
2. That the Vendor shall sign and execute all and whatsoever documents/ deeds and Agreements and facilitate the Vendee with all such documents required for transfer of the property in favour of the Vendee by the Builder.
3. That the VENDOR shall be responsible and shall discharge its obligation towards payment of all and whatsoever dues/ outstanding amounts against the property as on 31.03.2011. He shall keep the Vendee indemnified against such dues// outstanding amounts till the period up to 31.03.2011. Thereafter from 01.04.2011, the amounts which become due on account of maintenance charges/ lease rent/ electricity and other overheads shall be paid and deposited by the Vendee.
4. That the vendee has paid the sum of **Rs. 1,80,00,000/- [RUPEES ONE CRORE EIGHTY LAKH ONLY]** to the Vendor towards FULL AND FINAL PAYMENT of the consideration amount for purchasing the PROPERTY described here before. The Vendor hereby expressly acknowledges the receipt of **Rs. 1,80,00,000/- [RUPEES ONE CRORE EIGHTY LAKH ONLY]** having been received from the Vendee in the following manner:-

Rs. 1,80,00,000/- [RUPEES ONE CRORE EIGHTY LAKH ONLY] BY CHEQUE NO. 364597 DATED 29.04.2011 DRAWN ON INDIAN OVERSEAS BANK, OKHLA INDUSTRIAL AREA BRANCH, OKHLA PHASE I, NEW DELHI.

(The receipt of the above cheque is acknowledged subject to realization of cheque).

5. Now this agreement to sell further witnesses that now no amount of Vendor remains due/ outstanding against sale of the property. The Vendor has put the Vendee in actual and physical possession of the property. The Vendor has ceased to be the owner of the property and Vendee has become the sole and absolute owner of the property. The Vendee is free to hold and enjoy the property in any and whatsoever manner.

6. This Agreement to Sell further witnesses that the Vendor has handed over the Allotment Letter, Sale Agreement dated 11.02.2003 and other relevant documents

For Pawan Buildw...
- *Ramendra Kumar*

Director

For Star Touch India Pvt. L d

Director

pertaining to the property to the Vendee. The Vendee shall execute the fresh Service/ Maintenance Agreement with the Builder and shall abide by the terms and conditions mentioned therein the said Service Agreement.

7. That the VENDOR shall sign and execute all and whatsoever documents/ papers, which are required for transfer of the property in favour of the Vendee. AND the Vendor shall be responsible to arrange the same for the transfer of the property in favour of the Vendee in the records of Builder and any other competent authority.

8. The Vendor hereby undertakes to present in person before the officials of the builder/ any other competent Authority, if required, for verification of his signatures, photographs, Transfer application and other documents pertaining to the property.

9. That the Vendor has informed the Vendee that the Vendor has already deposited the sum of Rs. 8,70,000/- on account of transfer levy to the NOIDA Authority. However, the Vendee shall reimburse the 50% amount of transfer levy to the Vendor and the total cost of stamp duty for registration of Sub-Lease/ Sale Deed in favour of the Vendee shall also be borne by the Vendee.

10. In case the transfer levy deposited by the Vendor is not adjusted by NOIDA Authority towards transfer levy payable by the Vendee; in such case the Vendor shall return the 50% of transfer levy amounting to Rs. 4,35,000/- to the Vendee.

11. That the VENDOR and the VENDEE are bound and shall be entitled to effect the transfer of the property in question by the Specific Performance and to do all such acts and to present themselves before concerned/ appropriate authorities for execution of Transfer Deed.

IN WITNESS WHEREOF the parties to this Sale Agreement have signed it on this day, month and year noted first here above this Agreement to Sell in presence of the following witnesses:-

WITNESSES

1. *Manish K Nagpal*

MANISH K. NAGPAL
F-93 Rajouri Garden
New Delhi

2. *Anil Saxena*

Anil Saxena
808 R.C. Saxena
H/O C-22 Suraj Nagar
Gurgaon

PARTIES

VENDOR
For Star Touch India Pvt. Ltd.

[Signature]
Director

For Pawan Buildwell Pvt. Ltd.
VENDEE

[Signature]
Director

ANNEXURE - B

FIRST TRANSFER

I/We hereby transfer / assign all the rights and liabilities under this Agreement in favour of:

Name : PAWAN BUILDWELL PVT LTD

S/o : _____

Address : 59-A, LANE C-5, CENTRAL AVENUE,
SAIMK FARM NEW DELHI - 62

The above person is now the owner of the property.

For Star Touch India Pvt. Ltd.

C. G. S.
Signature
Director

Name

S/o

Address

I/We hereby accept all rights and liabilities assigned under this Agreement in my / our favour by STAR TOUCH INDIA PVT LTD

For Pawan Buildwell Pvt. Ltd.

Ramesh Kumar
Signature
Director

Name

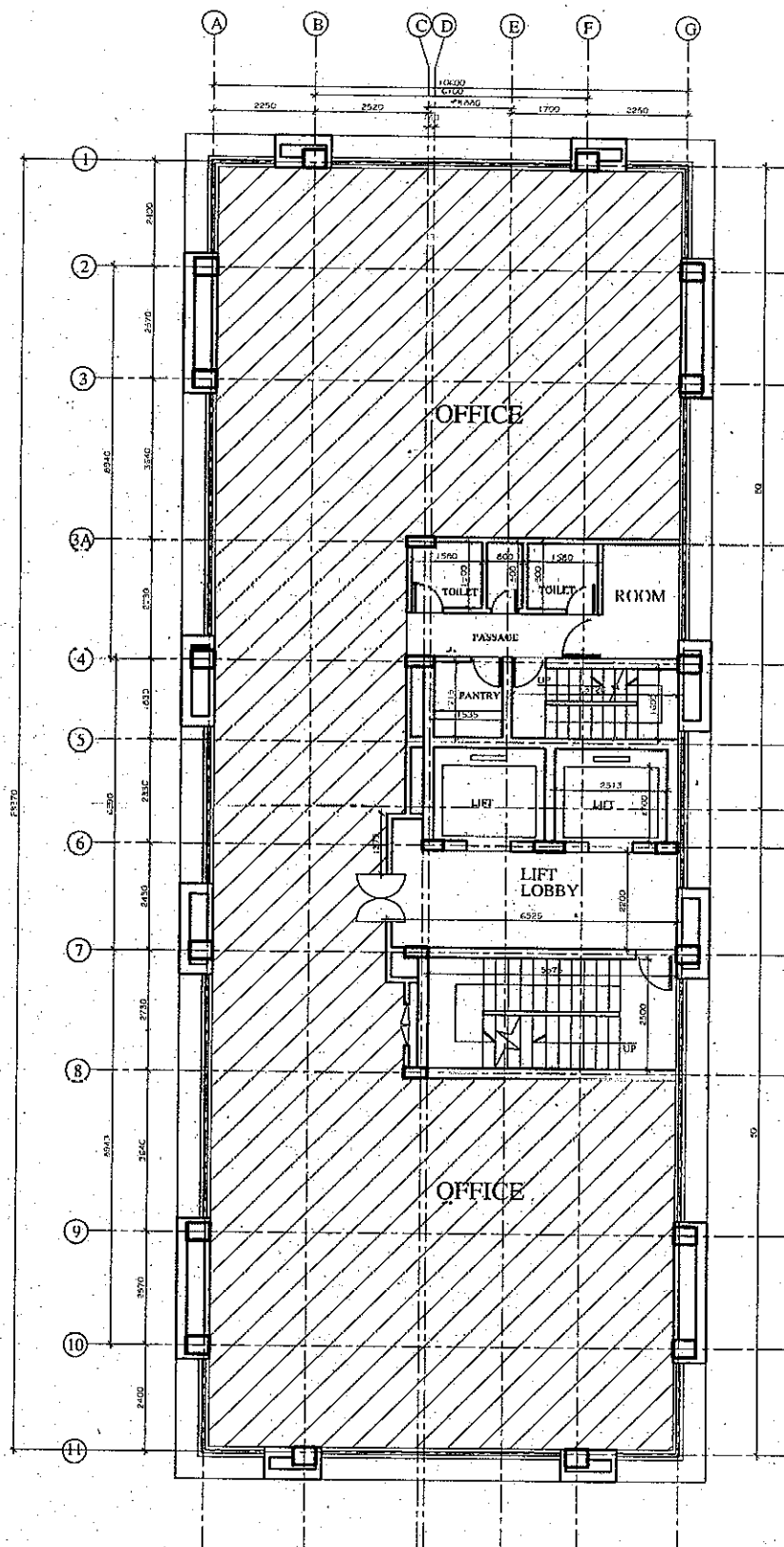
S/o

Address

Witness :

Subharaj
1. P. K. Bharaja
S/o Late Shri Govardhan Dass

S-K-20
NIT Faridabad,
Reminder (Co. Regs. Office)
990, Sector-14, Gurgaon (H)



FIRST FLOOR PLAN

LVL + 5650

BRAHM DATT TOWER
(SAME UPTO 5TH FLOOR)