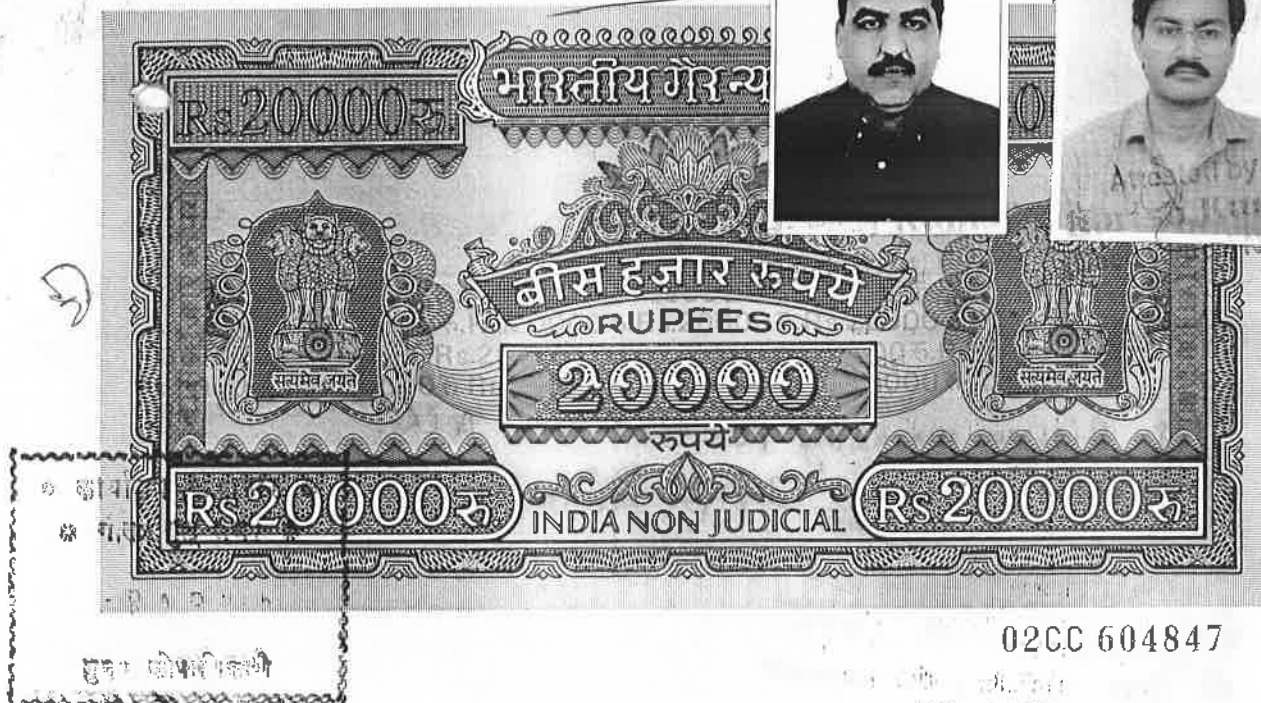
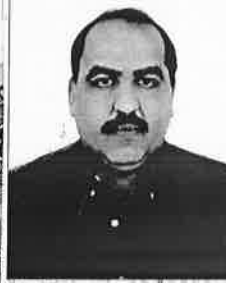


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TRANSFER DEED cum SALE DEED

TOTAL CONSIDERATION	: RS. 1,55,00,000/-
STAMP DUTY	: RS. 12,40,000/-
CONSTRUCTION	: VACANT PLOT
PLOT AREA	: 4400.0 SQ. MTRS.

This TRANSFER DEED cum SALE DEED made and executed at NOIDA on this the 11th DAY OF APRIL, 2005., BETWEEN M/S. ANSUN MULTITECH INDIA PVT. LTD., having its regd. office at C-470, GREATER KAILASH PART-I, NEW DELHI., THROUGH ITS DIRECTOR SHRI ANIL MONGA SON OF SHRI H.L. MONGA RESIDENT OF A-40, KAILASH COLONY, NEW DELHI-110048., (duly authorized vide Board's Resolution Dated 16/03/2005) of the FIRST PART, hereinafter called the "TRANSFEROR".

AND

M/S. BIGWAY MARKETING PVT. LTD., having its regd. office at A-85, NEW FRIENDS COLONY, NEW DELHI- 110065., THROUGH ITS DIRECTOR SHRI PREM GUPTA SON OF DR. R.S. GUPTA RESIDENT OF A-85, NEW FRIENDS COLONY, NEW DELHI- 110065., (duly authorized vide Board's Resolution Dated 10/03/2005), of the SECOND PART, hereinafter called the "TRANSFeree".

For Ansun Multitech (India) Ltd.

Director

Bigway Marketing Pvt. Ltd.

Director





02CC 604848

(The expression and words of the TRANSFEROR and the TRANSFEREE shall mean and include their legal heirs, successors, executors, assignees, administrators and legal representatives respectively).

WHEREAS the TRANSFEROR aforesaid is the ACTUAL ALLOTTEE, LESSEE and in POSSESSION of AN INDUSTRIAL LEASE HOLD VACANT PLOT No. "20" AREA MEASURING 4400.0 Sq. Mtrs., SITUATED IN BLOCK - "A" OF SECTOR - "60", NOIDA, DISTT. GAUTAMBUDH NAGAR, (U.P.), constructed with the Boundary Wall only., duly allotted by the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY., hereinafter referred to as the "SAID PROPERTY"., and the same is bounded as under: -

ON THE NORTH BY : AS PER SITE
ON THE SOUTH BY : AS PER SITE
ON THE EAST BY : AS PER SITE
ON THE WEST BY : AS PER SITE

AND WHEREAS the above said Industrial plot was allotted & leased in favour of the TRANSFEROR aforesaid by the NOIDA AUTHORITY vide **LEASE DEED Dated 05/06/1995.**, and the same was duly registered in the Office of Sub-Registrar, NOIDA, Vide Book No. 1, Volume No. 825/871 on Pages 198/937 to 984 Document No. 1174 & Mussarna No. 1175 Dated 06/06/1995.

For Ansun Multitech (India) Ltd.

Director

Bigway Marketing Pvt. Ltd.

Director





02CC 604849

AND WHEREAS the abovesaid Industrial Plot was allotted with another two Industrial plots bearing Nos. A-20, 21, 22, Sector-40, Noida as a single plot to the Transferor aforesaid by the Noida Authority & after the request of the Transferor the Noida Authority has granted the permission to deamalgation the said plots with the specified land area vide their Letter No. NOIDA/Dy. G.M. (IND)/04/7543 Dated 17/04/2004.

AND WHEREAS now the TRANSFEROR aforesaid is desirous to transfer and sell their lease hold rights and ownership rights in the said Industrial Plot for total consideration of Rs. 1,55,00,000/- (Rupees ONE CRORE FIFTY FIVE LACS ONLY) approached the TRANSFEREE and the TRANSFEREE has also agreed to acquire the same for this consideration set forth.

AND WHEREAS the TRANSFEROR aforesaid has already applied & obtained the permission to transfer the said Industrial Plot No. A-20, Sector-60, Noida in favour of the TRANSFEREE aforesaid from the NOIDA AUTHORITY vide their TRANSFER MEMORANDUM No. NOIDA/GM (IND)/2005/2060 Dated 31/03/2005.

For Ansun Multitech (India) Ltd.


Director

Bigway Marketing Pvt. Ltd.


Director





02CC 604850

NOW THIS TRANSFER DEED cum SALE DEED WITNESSETH AS UNDER:

1. THAT the TRANSFEROR aforesaid has transferred by assignment their Lease hold rights and by sale their ownership rights in the said **INDUSTRIAL LEASE HOLD VACANT PLOT No. A-20 AREA MEASURING 4400.0 SQ. MTRS., SECTOR -"60" NOIDA DISTT. GAUTAMBUDH NAGAR, (U.P.)** in favour of the TRANSFEREE for the total consideration of **Rs. 1,55,00,000/- (Rupees ONE CRORE & FIFTY FIVE LACS ONLY)**

2. THAT the TRANSFEROR aforesaid has received, confirmed & acknowledged a sum of **Rs. 1,55,00,000/- (Rupees ONE CRORE & FIFTY FIVE LACS ONLY)** as full and final payment of the sale consideration of said Industrial Plot from the TRANSFEREE, the receipt of which the TRANSFEROR aforesaid has already acknowledged and that the payment has been made in the following manner:

MODE OF PAYMENT	AMOUNT
Vide Cheque No. 594884 Dated 14/03/2005	Rs. 45,00,000/-
Vide Cheque No. 594887 Dated 21/03/2005	Rs. 1,10,00,000/-
Both on Oriental Bank of Commerce , Sector-18 NOIDA, Distt. Gautambudh Nagar, U.P.	
Total :	Rs. 1,55,00,000/-

For Ansun Multitech (India) Ltd.

Director

Bigway Marketing Pvt. Ltd.

Director



02CC 604851

3. THAT there is no balance due towards the TRANSFEREE to be paid to the TRANSFEROR regarding the said Industrial Plot.
4. THAT the TRANSFEROR aforesaid as LESSEE hereby transfers to the TRANSFEREE all the said Industrial Plot described and comprised in the aforesaid Lease Deed to the TRANSFEREE for their industrial purposes now for an expired period of the said term of 90 years since date of allotment.
5. THAT the TRANSFEROR aforesaid has assured the TRANSFEREE that the said Industrial Plot is free from all sorts of encumbrances such as sale, gift, lien, mortgage, pledge, litigation, injunction, attachment and decree of any Court of Law, if proved otherwise the TRANSFEROR aforesaid shall be liable and responsible for the same and the TRANSFEREE shall have the rights to recover the entire amount with cost, interest and expenses from the other movable and immovable properties of the TRANSFEROR

For Ansum Multitech (India) Ltd.

Director

Bigway Marketing Pvt. Ltd.

Director



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02CC 604852

6. THAT the TRANSFEROR aforesaid has transferred and assigned ALL their lessee's rights in the plot TO HOLD the same to the TRANSFEREE finally, absolutely and forever.
7. THAT the TRANSFEREE aforesaid may now get their name mutated in the records of NOIDA AUTHORITY or any other competent authority against the said Industrial Plot to which the TRANSFEROR shall have got no objection.
8. THAT the TRANSFEROR aforesaid has handed-over the Actual Vacant, physical and peaceful possession of the said Industrial Plot to the TRANSFEREE on the spot along with all documents in original related to the said Industrial Plot.
9. THAT the TRANSFEREE is now fully entitled to make construction in the said Industrial Plot according to the bye-laws of the NOIDA AUTHORITY without any interruption or disturbance by the TRANSFEROR or any person claiming through or in trust for him.

For Ansun Multitech (India) Ltd.

Director

Bitway Marketing Pvt. Ltd.

Director





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10. That now the TRANSFEROR has been left with no right, title, interest claim or concern of any nature with the said property and the TRANSFEREE has become the absolute owner of the said property without any objection/hindrances by the TRANSFEROR or any other person claiming under the TRANSFEROR.

11. THAT the TRANSFEREE shall be entitled to enjoy full rights and interest in the said property in any manner according to the bye-laws of the NOIDA.

12. That the LEASE RENT will remain unchanged.

13. THAT any other dues/arrears shall be recovered from the TRANSFEREE subject to interest applicable at the time to recovery of dues. In case of default in payment present rate of interest is 15 percent per annum compounding at six monthly rest for the defaulted amount for the defaulted period.

14. THAT the TRANSFEREE shall come into commercial production within ONE YEAR from the date of transfer memorandum. In case of breach of terms conditions the Lease/Transfer deed will be cancelled/revoked and the possession shall be resumed by the Authority.

For Ansun Multitech (India) Ltd.

Bigway Marketing Pvt. Ltd.

Director

Director



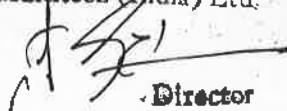
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15. THAT the TRANSFEREE shall be bound by the terms and conditions of Lease Deed executed between the Lessee and NOIDA on 05/06/1995 subject to the changes mentioned in the Transfer Memorandum and otherwise, from time to time.

16. THAT the TRANSFEREE automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and conditions of the allotment/lease deed.

17. THAT the TRANSFEREE shall be running the project of **SOFTWARE DEVELOPMENT**. The TRANSFEREE shall be liable to fulfill various requirement laid down by the U.P. Pollution Control Board before implementation of the project. However, if any change/addition in the project is required that the same shall be considered as per rules and regulations of the Authority and shall be implemented only after the prior approval of such change from the Authority. Any change of project without prior written approval of the Authority shall be considered a violation of terms and Transfer/ Lease/Transfer Deed and shall invite necessary action for cancellation/revocation of Lease/Transfer Deed.

For Ansum Multitech (India) Ltd.


Director

Bigway Marketing Pvt. Ltd.


Director





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18. THAT the TRANSFEREE shall not rent out/sublet the premises (Partly/fully) without prior permission of the Authority.

19. THAT the TRANSFEREE shall not undertake any change in constitution without prior approval of the Authority and the same shall be considered subject to terms and conditions framed by NOIDA in this regard from time to time.

20. THAT the Transfer is for the balance period of 90 years w.c.f. date of Allotment.

21. THAT if the TRANSFEREE/TRANSFEROR does not abide by the terms and conditions of Allotment/Lease and Building regulation and directions or any other rules framed by the Authority, the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

22. THAT the TRANSFEREE will not implement the project before execution of Transfer Deed.

For Ansum Multitech (India) Ltd.


Director

Bigway Marketing Pvt. Ltd.


Director





23. THAT the TRANSFEREE shall employ 5 percent employee out of total labour force from the families whose land have been acquired for the development of NOIDA area.

24. THAT the Transfer is approved subject to submission of No Objection Certificates from the. P.E (JAL), and AO (IAA) NOIDA.

25. THAT the TRANSFEREE shall be bound by the terms of allotment/lease deed/transfer deed/as they stand amended from time to time and shall also be bound by all the rules and regulation framed by the Authority in this regard.

26. THAT the TRANSFEREE shall be governed by provisions of U.P. Industrial Area Development Act, 1976.

27. THAT the TRANSFEREE shall not mortgage the property to any financial institution including banks without prior written permission from the Authority provided full payment towards premium, intt., thereon one time lease rent has been paid.

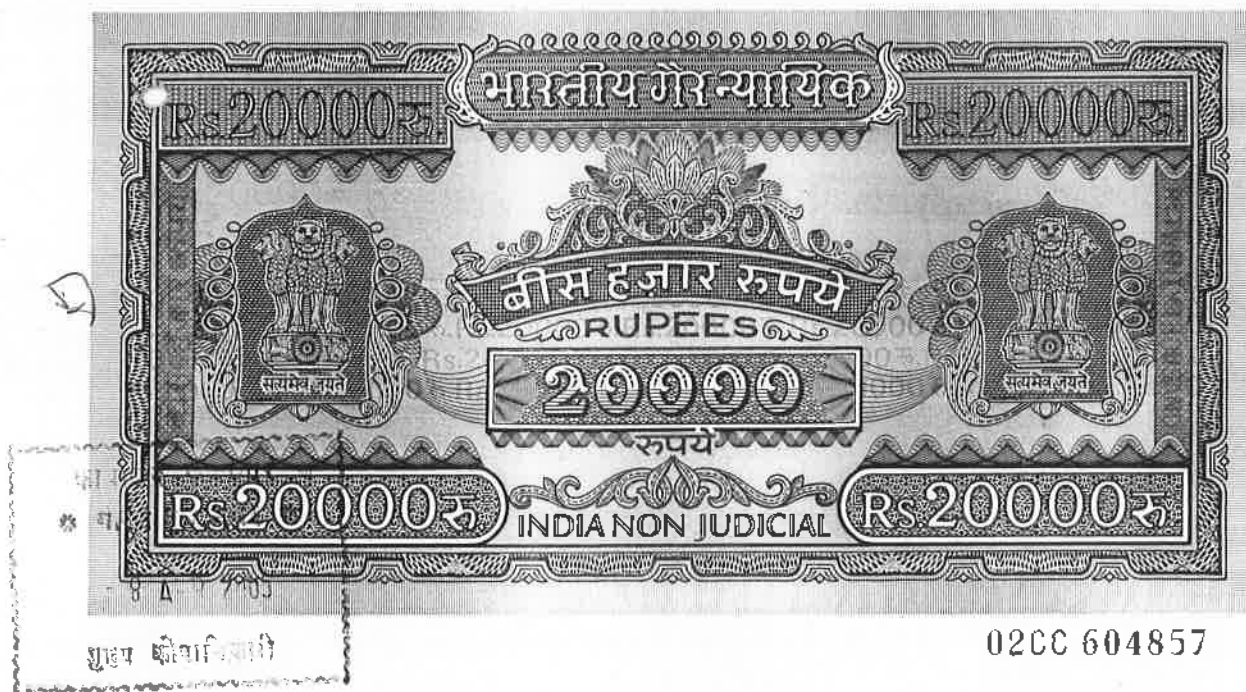
For Ansun Multitech (India) Ltd.

Director

Ritwy Marketing Pvt. Ltd.

Ritwy Marketing Pvt. Ltd.





28. THAT in the event of any dispute legal jurisdiction shall be district Court of Gautambudh Nagar and Hon'ble High Court of Allahabad.

29. That It shall be exclusive responsibility and liability of the transferee to indemnify NOIDA against all claims and damages made by Financial/ Institutional /Bank/UPPCL/Trade Tax Deptt./NOIDA (Ind Area Accounts & Jal Deptt) Directorate of Industries, U.P. and or by any of the earlier lessee/Transferor/Transferee and all claims and damages arising out of the above would be settled directly at his own risk, cost and responsibility.

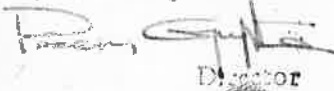
30. That there is no plant & machinery existing in the above said Industrial property & no plant & Machinery being transferred.

For Ansun Multitech (India) Ltd.


Director



Bigway Marketing Pvt. Ltd.


Director

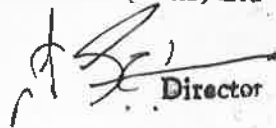




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THIS STAMP PAPER IS ATTACHED HEREWITH TRANSFER DEED CUM SALE DEED AN INDUSTRIAL LEASE HOLD VACANT PLOT No. "20" AREA MEASURING 4400.0 Sq. Mtrs., SITUATED IN BLOCK - "A" OF SECTOR - "60", NOIDA, DISTT. GAUTAMBUDH NAGAR, (U.P.),

For Ansun Multitech (India) Ltd


Director

Bigway Marketing Pvt. Ltd.


Director





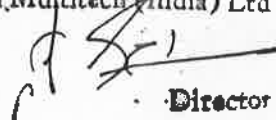
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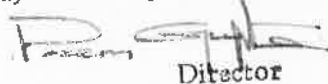
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SITUATED IN BLOCK - "A" OF SECTOR - "60", NOIDA, DISTT.
GAUTAMBUDH NAGAR, (U.P.),

For Ansun Multitech (India) Ltd


Director

Bigway Marketing Pvt. Ltd.


Director

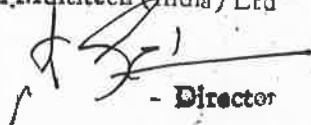




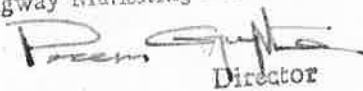
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THIS STAMP PAPER IS ATTACHED HEREWITH TRANSFER DEED CUM SALE DEED AN INDUSTRIAL LEASE HOLD VACANT PLOT No. "20" AREA MEASURING 4400.0 Sq. Mtrs., SITUATED IN BLOCK - "A" OF SECTOR - "60", NOIDA, DISTT. GAUTAMBUDH NAGAR, (U.P.),.

For Ansun Multitech (India) Ltd


- Director

Bigway Marketing Pvt. Ltd.


Director





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GAUTAMBUDH NAGAR, (U.P.).

For Ansun Multitech (India) Ltd

Director

Bigway Marketing Pvt. Ltd.

Director



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GAUTAMBUDH NAGAR, (U.P.),

For Ansun Multitech (India) Ltd.

Director

Bigway Marketing Pvt. Ltd.

Director

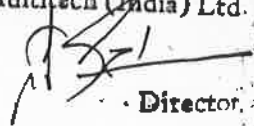




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GAUTAMBUDH NAGAR, (U.P.),

For Ansun Multitech (India) Ltd.


Director

Bigway Marketing Pvt. Ltd.


Director

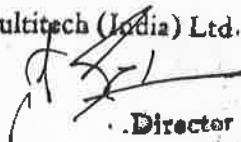




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GAUTAMBUDH NAGAR, (U.P.),

For Ansum Multitech (India) Ltd.


Director

Bigway Marketing Pvt. Ltd.


Director

