

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made and entered into on this date: _____

BY AND AMONG:

(1) MARKETSTAR PORTFOLIO SERVICES PVT. LTD., a company duly incorporated and existing under the provisions of the (Indian) Companies Act, 1956, with its registered office at 5574, First Floor, Kashiram Building, Kamla Nagar, Delhi- 110007 (hereinafter referred to and as MarketStar which expression shall include its affiliates, successors and permitted assigns);

AND

(2) Shareholder, s/o Sh _____, residing at _____ (hereinafter referred to and as the Equity Investor, which expression shall include its affiliates, successors and permitted assigns);

WHEREAS

The Parties hereby agree to enter into a Agreement whereby the MarketStar has, subject to the terms and conditions stated herein, agreed to issue and allot to The Equity Investor, and the Equity Investor has agreed to subscribe to _____ equity shares (the "Transaction Shares") of MarketStar for a total subscription amount of Rs. _____ (Rupees _____ only).

NOW THEREFORE, in consideration of the above premises, covenants and mutual agreements contained herein (the receipt and adequacy of which are hereby mutually acknowledged), the Parties hereby agree as follows:

SALE AND PURCHASE OF THE SHARES

1. Subject to the terms and conditions of this Agreement, the MarketStar agrees to issue and allot, and The Equity Investor agrees to subscribe to the Transaction Shares (number of shares) for the Purchase Price in the following manner:

<u>Purchase Date</u>	<u>Share Price</u>	<u>No. of Shares</u>	<u>Amount (in Rs.)</u>
_____	Rs. _____	_____	Rs. _____

2. MarketStar shall allot and the Equity Investor shall subscribe to the Transaction Shares, free and clear of all liens, charges, liabilities and from all other rights exercisable by or Claims by third parties and together with all rights and benefits now and hereafter attaching thereto;
3. All the shares in the agreed schedule would be normal TYBE B equity shares with one vote per share.
4. The Equity Investor understands the risks involved in equity investments such as this case. Equity investments are subject to market risks and there can be no assurance or guarantee of any investment returns. The Equity Investor acknowledges access to the prevailing Articles of Association and Memorandum of the Company.
5. The Equity Investor is aware that Seven Avenues Enterprises Ltd, a company duly incorporated and existing under the provisions of the (Indian) Companies Act, 1956, holds TYPE A shares with 10000 (ten thousand) votes per share, and shall continue to purchase more such shares of MarketStar at its discretion.
6. MarketStar holds the right to issue and allot the equity shares of MarketStar to third parties and investors other than the Equity Investor, without prior notice or approval of the Equity Investor.
7. MarketStar directors and management will decide share price on a monthly basis and communicate the same on the company's website and by email to the Equity Investor.
8. As a non-listed limited company, MarketStar is not obligated to ensure sale of shares owned by the Equity Investor. However, in case that the Equity Investor may want to sell its shares of MarketStar, the company shall make all reasonable efforts to arrange a sale transfer of the same to other interested Equity Investors, at the prevailing share price.
9. The Equity Investor can request MarketStar to facilitate sale of the Equity Investor's shares, either full or partial shareholding, from any time after six (6) months from the date of investment.
10. Announcements: All press releases and public communications of any kind relating to this Agreement or MarketStar or any communication to any third parties, including customers and other shareholders of MarketStar, will require prior written approval of MarketStar.
11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Republic of India and courts of Bhopal shall have Jurisdiction over any matter arising from the implementation of this Agreement.
12. In case of any disagreement arising out of or concerning the terms of this agreement, and in mutual interest of early and just settlement, the same shall be referred to the sole arbitration of the Managing Director, Seven Avenues Enterprises Ltd., in Bhopal, and whose decision shall be final and binding on the respective parties. The provisions of Arbitration and Reconciliation Act, 1996 and rules ade there under shall be made applicable in this respect.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR NAMES AND SET THEIR RESPECTIVE HANDS IN THE PRESENCE OF THE WITNESSES MENTIONED BELOW, ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

MarketStar

Equity Investor

WITNESS