**Agreement for Development of Portal**

AGREEMENT

BETWEEN

X. LTD.

AND

Y. INFO LTD.

AND

Z. SOFTWARE

THIS AGREEMENT made at Mumbai dated this \_\_\_\_ day of \_\_\_\_\_ 2000 BETWEEN X. LTD. a company incorporated under the Companies Act 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as `X. LTD.'' which term shall mean and include its successors and assigns) of the First Part, AND Y INFO LTD. a company incorporated under the Companies Act 1956 and having its registered office at \_\_\_\_\_\_\_ (hereinafter referred to as `Y LTD'' which term shall mean and include its successors and permitted assigns) of the Second Part AND Z SOFTWARE (a division of Z Computers Ltd. a company registered under the Companies Act 1956 and having is registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mumbai) (hereinafter referred to as `Z LTD.'' which term shall mean and include its successors and permitted assigns) of the Third Part;

WHEREAS X. Ltd. is a Company engaged in the production and supply \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_situated in \_\_\_\_\_\_\_ and has experience in the field of power and electricity generation for \_\_\_\_ years;

AND WHEREAS Y. LTD. is a company engaged in the creation and development of Software and building web pages and portals for its clients for their business and commercial application;

AND WHEREAS Y. LTD. subcontracts some of its work to Z. LTD. which is a company with a large experience in the development of Software and Computer applications and Z. LTD. works together with Y. LTD. and carries out its assignment in accordance with the specifications of Y. LTD.;

AND WHEREAS X. LTD. has approached Y. LTD. for the development of its portal and website and certain Software in accordance with the specifications provided in the Annexure attached herewith and Y. LTD. has together with Z. LTD. agreed to undertake to develop such portal and website subject to and in accordance with the terms and conditions here in contained;

NOW THIS AGREEMENT WITNESSETH:

1.     X. Ltd. hereby appoints Y. LTD. and Z. LTD to carry out the development of a portal and website for X. Ltd. in accordance with the specifications annexed herewith or such variations as may be provided by X. Ltd. from time to time in writing.

2.     At the times and in the manner set out hereunder X. Ltd. shall pay to Y. LTD. an amount of Rs.\_\_\_\_\_/- (the Contract \_\_\_\_\_\_) as outlined in the Terms of Payment. Y. LTD. alone shall be responsible for making all and any payment to Z. LTD and X. Ltd. shall not be responsible to make any payment to Z. LTD. under this Agreement.

3.     Project Period

3.1      Y. LTD. shall use its best endeavours to ensure that the website/portal project is completed within \_\_\_\_ days from the execution of these presents and on receipt of advance payment.

4.     Languages

4.1      The portals content will be in three languages, i.e. English, Hindi and Tamil.

5.     Terms of payment.

5.1      The value of the order under this Agreement is Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_only) inclusive of all taxes, if any at various stages of billing.

5.2      Y. LTD. shall deliver to X. Ltd. a claim for payment in accordance with the following Schedule.

              i.        Advance on the execution of these presents: 25% (twenty-five per cent) of the Contract amount;

             ii.        On supply of 50% of content (with Wind Farm -- India Statistics) and acceptance of such content: 25% (twenty-five per cent) of the Contract amount;

            iii.        On supply of 100% of content and acceptance of it: 15% (fifteen per cent) of the Contract amount;

            iv.        On handing over of the portal: 25% (twenty-five per cent) of the Contract amount;

             v.        On completion of 60 days from hand over: 10% (ten per cent) of the Contract amount;

5.3      Within seven days after receipt by X. Ltd. of a claim for payment, X. Ltd. shall pay to Y. LTD. an amount in accordance with Clause 5.2.

5.4      All contents, information, Software etc. shall become the property of X. Ltd. on full payment by X. Ltd. to Y. LTD. as provided in Clause 5.2.

6.     Delivery Schedule:

Y. LTD. and Z. LTD. shall complete the project within days from the date hereof as follows:

              i.        24th \_\_\_\_\_\_\_\_(Month) i.e. Purchase Order date with advance

             ii.        50/55th day 13 -- 8 \_\_\_\_\_\_\_\_(Month) 50% of content

            iii.        75th -80th day i.e. 8 -- 13 \_\_\_\_\_\_\_\_(Month): 100% of content

            iv.        90th day: hand over i.e. 23rd \_\_\_\_\_\_\_\_(Month)

6.1      In the event of delay in the completion of the project X. Ltd. shall not be liable to pay any amount over the project cost to Y. LTD.. In the event of delay on the part of Y. LTD. or Z. LTD in completing the project Y. LTD. and Z. LTD shall be liable to pay a penalty as provided below which may be adjusted against the payment due from X. Ltd. to Y. LTD. and Z. LTD.

6.2      5% of the Order Value/week of delay at every stage i.e. as per delivery schedule refer to clause 6. All payments to be made by X. Ltd. to Y. LTD. within \_\_\_\_ working days from completion of the task as defined above.

7.

7.1      During the term of the Agreement, any confidential information received by either party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust. Such obligations of confidentiality shall cease when:-.

7.1.1       The Confidential Information enters the public domain otherwise than as a result of a disclosure by any receiving party hereunder.

7.1.2       A party is required under order of court or any other competent authority to make disclosure of the Confidential Information or any part thereof.

7.2      In the event that any of the parties becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such order or other relief cannot be obtained, the party being required to make such disclosure shall make disclosure of the Confidential Information only to the extent that is legally required of it and no further.

7.3      If any Confidential Information enters the public domain or is available to the general public or to any group of persons who are not members, directors or employees of either of the parties hereto, the party that becomes aware of the fact that such confidential Information is in the public domain shall, as promptly as possible, inform the other party in writing thereof.

7.4      For the purpose of this Clause, the term `Confidential Information'' shall mean any and all information (verbal or documented) exchanged between the parties hereto, under the terms of this Agreement or incidentally thereto, and shall specifically include the following: -

7.4.1       Customer data, in particular, names, address, sales figures and sales conditions of buyers and users of the software and hardware of the parties hereto.

7.4.2       Distribution data, in particular, names, addresses, sales figures and sales conditions of distributors, agents and licenses of the parties hereto.

7.4.3       Manufacturing data, in particular, procurement and manufacturing price, discounts, commissions and other credits relating to the Software.

7.4.4       Supplier's data, in particular, names, addresses, sales figures and sales condition of suppliers of software and hardware to the parties hereto whether in India or abroad.

7.4.5       Business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements and joint ventures in which either of the parties is involved.

7.4.6       Software data, particularly information relating to the Software and the parts thereof as well as any devices designed by the parties hereto to prevent unauthorised copying.

7.4.7       Research and development data, particularly information relating to the software and hardware development of the parties.

7.4.8       Financial data, in particular, concerning budgets, price and revenue calculation, sales figures, financial statements, profit expectations and inventories of the parties.

7.5      For the removal of doubts, the term `Confidential Information'' shall include any tangible expression of such information mentioned above and including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto and shall further include any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

7.6      Notwithstanding anything contained herein, the provisions of this Clause shall continue to be applicable and to bind the parties without limit in point in time except and until such information enters the public domain.

7.7      The parties hereby agree that they shall only make such notes, copies, photocopies, backups, or other written, photographic or computer generated records relating to the Confidential Information as are absolutely necessary. Immediately upon termination of this Agreement, the parties shall collect all copies of the Confidential Information received by them and return the same to the other party, or, upon instruction from such other party, destroy all items of Confidential Information in the manner specified.

7.8      X. Ltd. has the right to make other such non-conventional energy portal from Y. LTD. or mutually agreeable terms but Y. LTD. and Z. LTD. do not have the right to make any non-conventional energy portal without first obtaining X. Ltd's consent in writing for any other party.

8.     Number of pages of Content:

Y. LTD. and Z. LTD shall provide contents in the website /portal excluding of Photographs/Graphics/Charts aggregating to \_\_\_\_\_\_\_\_ pages and the matter relating to Wind statistics shall be additional. The contents to be provided by Y. LTD. and Z. LTD. is more particularly described in the schedule annexed hereto.

8.1      Break up of content pagination:

              i.        Harnessing the wind 3%

             ii.        Environment: 10%

            iii.        Segments: 15%

            iv.        Government policies and financial incentives: 20%

             v.        Planning your wind power project

            vi.        Spares and Services: 10% Segments on Happenings/Expert Panel-FAQ''s/Listings & Ads. Will have content as and when received. Deviation from above % pagination can be 5% plus or minus, subject to 1400 Nos. (1 to 6).

8.2      Other Sources of Non-conventional energy:

In the Segment Harnessing the Wind, following other non-conventional energy will be covered: Solar/Thermal/Photovoltaic/Small Hydro Power/Co generation/Bio-Energy.

9.     X. Ltd’s Representative X. Ltd. has nominated Mr. \_\_\_\_\_\_\_\_\_\_\_to act on its behalf in respect of all commercial and development related issues. Mr. \_\_\_\_\_\_\_\_\_\_will have the authority to make and give all necessary instructions, approvals and decisions required to be given in or about any commercial, development related issue or any other issue concerning the project. The appointment of Mr. \_\_\_\_\_\_\_\_\_\_\_shall not prevent X. Ltd. from exercising any function under this Agreement.

9.1      Y. LTD.

Y. LTD. has nominated Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to act on Y. LTD.''s behalf in respect of all commercial features of this Agreement. Y. LTD.''s representative shall have the authority to receive instructions issued by X. Ltd. under this Agreement, to direct the development of the website/portal and completion of the project, to issue and receive communication from X. Ltd. The representative is responsible for the superintendence of the work so as to ensure that the project is executed in accordance with this Agreement.

9.2      Z. LTD.

Z. LTD has nominated Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to act in respect of all development related issues in respect of this project.

Standard of Performance:

                      i.                Y. LTD. and Z.LTD acknowledge that X. Ltd. has entered into this Agreement in full reliance upon the particular skill, experience and ability of Y. LTD. and Z.LTD. to perform the project.

                     ii.                Y. LTD. and Z.LTD shall execute the project with such high degree of professional skill, care and diligence expected of a company experienced in performing the type of works which by this Agreement are required to be performed.

                    iii.                Y. LTD. and Z.LTD warrant to X. Ltd. that all materials, equipment, information, technology, software provided and employees working on the project shall be of the highest quality, standards and skill. All materials, equipment, content, technology shall be suitable in all respects for their intended purposes. Y. LTD. and Z.LTD warrant that the Project (and each part thereof) will be fit in all respects for its intended purpose.

                    iv.                Y. LTD. AND Z. LTD. warrant that the latest available/published Data (i.e. the last published) from Government Departments/Agencies will be used in the various sections.

10.  Sub-contracting for Non-Govt. sources current available Data will be used. Y. LTD. and Z. LTD. may sub-contract any parts of the Project but not the Project as a whole. Such sub-contracting shall not relieve Y. LTD. and Z. LTD. or any of their liabilities or obligations under this Agreement, and all sub-contracting shall be with the prior consent or approval by X. Ltd. at no extra cost to X. Ltd., and such consent or approval of X. Ltd. shall not be unreasonably withheld or delayed.

11.  Project Review Meetings:

The representatives of X. Ltd., Y. LTD. and Z.LTD. and any other persons as may be deputed by X. Ltd., Y. LTD. and Z.LTD. shall meet at regular intervals to discuss the progress of the Project as follows:

              i.        For the First (1.5) one and a half months: Fortnightly

             ii.        For the balance Period: Weekly (every Saturday)

Minutes of the Meetings will be maintained by all the parties hereto respectively.

12.  Back End:

X. Ltd. will provide the following before ''Hand Over'':

2 weeks before Hand Over:-

Lease Line, terminated at site of installation of Web Master Server in Mumbai.

Server with related software in the USA

Recruitment of Webmaster will be provided by TS.

(Technical details will be provided by Z. LTD. within 7 days from receipt of order with advance).

4 weeks before Hand Over:

Web Master and Portal Administrator (2 persons). This will facilitate Training and involvement of the Web Master before Hand Over.

The above are to be provided by X. Ltd. at its own cost and does not form part of the ''Project Cost'' provided in 5 above.

Recruitment for Web Master will be provided by Z.LTD, latest within 60 days from `Hand Over'' and X. Ltd. will not bear any cost for recruitment.

13.  Training consists of Technical and content support by Z.LTD. All Training and Support will be provided upto the 60th day from hand over free of cost.

14.  Training consists of Technical and Content support by Z.LTD

All Training and Support will be provided upto the 60th day from hand over.

15.  A.M.C.

X. Ltd. may enter into an Annual Maintenance Contract (AMC) with Z.LTD after 60 days from Hand Over at a cost of 35% of the order value. The AMC may be renewable by X. Ltd. every quarter, subject to a notice period of 15 days before expiry of the quarter. AMC will include Comprehensive Technical and any other if required.

16.  The project sum shall be a lump sum amount, which, subject to clause 17 dealing with variations, shall be the lump sum to be paid by X. Ltd. to Y. LTD. for the cost of the Project. Y. LTD. is responsible for making any payment under this Agreement to Z.LTD and X. Ltd. is not responsible for the same. Y. LTD. shall ensure that the project is completed at a cost, which shall not exceed the Project Sum (as adjusted or varied from time to time in accordance with the terms and conditions of this Agreement). Y LTD. remains and shall be fully responsible for the cost of the Project to the intent that (without in any way limiting the generality of the foregoing) should the cost of the Project exceed the Project Sum (as adjusted or varied from time to time in accordance with the terms and conditions of this Agreement), or should Y. LTD.''s or Z. LTD''s prices, charges, fees or claims for any reason whatsoever for carrying out the completion of the Project exceed the Project Sum (as adjusted or varied from time to time in accordance with the terms and conditions of this Agreement), Y. LTD. shall be responsible for the excess. The Project Sum is fixed and shall not be subject to rise and fall in costs, and may only be adjusted or varied from time to time in accordance with the terms and conditions of this Agreement.

17.  Variations

                      i.        X. Ltd. may issue instructions to Y. LTD. in writing to reduce or increase or otherwise vary the Project (a "Variation"). Y. LTD. shall not carry out any Variations and X. Ltd. shall not be required to pay for any variations which are not contained in or confirmed by written instructions from X. Ltd. to Y. LTD..

                     ii.        The Project Sum shall be adjusted up or down (as the case may be) by the value of each Variation, and the period for practical completion may be reduced or extended by X. Ltd. if the Project is abridged, delayed or disrupted by the Variation, by whatever period is reasonable and necessary in the circumstances.

18.  In consideration of the Project granted hereunder to Y. LTD. and Z.LTD, Y. LTD. and Z.LTD agree that they shall not compel, directly or indirectly, not own, manage, operate or control, participate in or be connected with the ownership, management, operation or with the business of X. Ltd. anywhere in the world during the term of this Agreement and for a period of one (1) year thereafter.

18.1    X. Ltd. has the right to make other such non-conventional energy portal from Y. LTD./ Z.LTD on mutually agreeable terms but Y. LTD./ Z.LTD does not have the right to make any non-conventional energy portal without having of X. Ltd.''s consent, for any other party.

19.  Other Services:

19.1    Y. LTD. and Z.LTD shall help X. Ltd. in setting up the portal including giving presentations, organizing press conference and in preparing business plans and presenting to potentials.

20.  Termination:

20.1    This Agreement shall come into effect on the date hereof and shall continue for a period of \_\_\_ days/years from such date unless terminated earlier than such date in accordance with the terms of this Agreement or if renewed with the mutual consent of the parties at least one month before its expiry.

20.2    This Agreement may be terminated at any time before its expiry with the mutual written agreement of the parties.

20.3    This Agreement may be terminated at any time before the expiry hereof by either party by giving \_\_\_\_ month's written notice of such termination to the other party.

20.4    This Agreement may be terminated by any party (the ''Non-Defaulting Party'') in the event the other party (the ''Defaulting Party'') commits any of the following acts:

                            i.          Sells or otherwise disposes of all or substantially all of its assets;

                           ii.          Files or voluntary winding-up, or in the event a petition for winding up has been filed in respect of the Defaulting Party and has not dismissed within ninety (90) days from the date of filing;

                          iii.          The Defaulting Party is in material breach or defaults under the terms of this Agreement, provided that the Defaulting Party has been given notice of such breach by the Non-Defaulting Party and the Defaulting Party fails to cure such breach within 30 days.

20.5    The termination of this Agreement shall not affect any of the obligations of the parties hereunder which have accrued by, and are not discharged prior to (in accordance with their terms), such termination, nor affect the rights of either party hereto to recover damages from such other party by reason of any breach of this Agreement which has accrued prior to or would by its nature accrue after such termination.

20.6    Nothing contained herein shall be construed as limiting in any way, the right of the parties hereto seek any other remedies as may be available to them under law in addition to the remedies herein contained.

20.7    Notwithstanding anything contained herein and regardless of the expiry or earlier termination of this Agreement, the confidentiality obligations contained in Clause \_\_\_ above shall continue to be binding on the parties hereto in accordance with the terms thereof.

21.  Except as provided below, Y. LTD. and Z.LTD shall defend and indemnify X. Ltd. from and against any damages, liabilities, costs and expenses (including reasonable attorney''s fees) arising out of any claim that the software or any part thereof infringes any valid patent or copyright or misappropriates a trade secret of any third party, provided that (i) X. Ltd. shall have promptly provided Y. LTD. and Z.LTD written notice thereof and reasonable co-operation, information and assistance in connection therewith, and (ii) X. Ltd. shall have sole control and authority with respect to the defence, settlement, or compromise thereof.

21.1    Y. LTD. and Z.LTD shall have no liability or obligation with respect to any patent, copyright or trade secret infringement or claim thereof based upon (i) use of the Software or any part thereof in an application or environment for which it was not designed or contemplated, (ii) modifications, alterations or enhancements of the software or any part thereof not created by or for X. Ltd. or (iii) any claims of infringement of a patent, copyright or trade secret in which X. Ltd. or any affiliate of X. Ltd. has an interest.

21.2    Y. LTD. and Z.LTD''s liability for damages to X. Ltd. for any cause whatsoever, regardless of the form of any claim or action, shall not exceed the aggregate licence fee paid by X. Ltd. under this Agreement. In no event shall either party be liable for any loss of date, profits or use or for any special, incidental, indirect or consequential damages arising out of or in connection with the use or performance of the software.

21.3    In no event will Y. LTD. and Z.LTD be liable to third parties for any damages whatsoever.

21.4    X. Ltd. will immediately inform Y. LTD. and Z.LTD as soon as X. Ltd. becomes aware of any threatened or actual liability claim by a third party relating to the software.

22.  Any notice or communication from one party to the other shall be in writing and either personally delivered or sent via facsimile or certified mail, postage, prepaid and return receipt requested addressed, to such other party at the address specified below or such other addresses as either party may from time to time designate in writing to the other party.

If to X. Ltd.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pvt Ltd.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:

Fax:

Telephone:

If to Y. LTD. & Z.LTD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:

Fax:

Telephone:

No change of addresses shall be binding upon the other party hereto until written notice thereof is received by such party at the address shown herein. All notices shall be in English and shall be effective upon receipt.

23.  This Agreement and any amendments thereof supersede all previous agreements and arrangements between X. Ltd. and Y. LTD. and Z.LTD in respect of the subject matter herein contained.

24.  This Agreement may be amended with the mutual consent of the parties by a separate deed recording the terms of the amendment. Each such amendment to this Agreement shall supersede the terms of this Agreement to the extent that they are inconsistent with any such amendment.

25.  The failure, with or without intent, of any of the parties to insist upon the performance (in strict conformity with the literal requirements) by the other party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof. All terms, conditions and obligations under this Agreement shall remain in full force and effect at all times during the subsistence of this Agreement except where otherwise amended or modified by them by mutual written agreement.

26.  Should any part of this Agreement be declared illegal or unenforceable, the parties hereto will co-operate in all ways open to them to open substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement.

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not after the validity or enforceability of any other term or provision, unless the terms and provisions so declared are expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

27.  This Agreement shall be governed and interpreted according to the laws of India. The courts in Mumbai shall have jurisdiction over all disputes, controversy or claims between the parties under this Agreement.

28.  Any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Mumbai, India. The arbitration panel shall comprise one member each, selected by the two parties hereto and a third member who shall be agreed upon by the two arbitrators already named. The award rendered by the arbitration panel shall be a written award and shall include reasons in writing in support of such award. Judgment upon the award rendered may be entered in any court of competent jurisdiction. However the law governing the arbitration proceedings shall be the laws of the Republic of India. The costs of arbitration should be paid by the defaulting party.

SIGNED AND DELIVERED by the with in named)

X. LTD. LTD. by its )

Authorised signatory Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

In the presence of

SIGNED AND DELIVERED by the with in named)

Y. INFO LTD. by its Authorised )

Signatory Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

In the presence of )

SIGNED AND DELIVERED by the with in named)

Z. SOFTWARE by its Authorised )

Signatory Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

In the presence of )