**Agreement for Transfer of Right / Title /Interest in Website**

AGREEMENT

BETWEEN

M/S XYZ PVT. LTD.

AND

M/S ABC PVT. LTD.

THIS AGREEMENT made at Mumbai this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2000 BETWEEN M/s XYZ PVT. LTD., a private limited company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.hereinafter referred to as "the Transferor" of One Part AND M/s ABC PVT.LTD, a private limited company incorporated under the Companies Act, 1956 and having its registered office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, here in after referred to as "the Transferee" of the Other Part and reference to the parties hereto shall unless repugnant to the context or meaning thereof mean and include their respective administrators, successors and assigns;

WHEREAS the Transferor is carrying on the business of Website development since 1998;

AND WHEREAS the Transferor has incurred heavy expenditure by way of advertisements, payments to employees, overhead expenditure, etc. in developing the Website "\_\_\_\_\_\_\_\_\_\_\_\_\_\_.COM";

AND WHEREAS the Transferor has agreed to transfer and assign the right, title and interest of the Website "\_\_\_\_\_\_\_\_\_\_\_\_.COM" to the Transferee and the Transferee has agreed to take over the same along with all the rights of the contents and the brand name at or for the price and on the terms and conditions as recorded here in below;

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

1.     The Transferor hereto is carrying on the business of Website development.

2.     The Transferor has incurred various expenditure in the process of development of the Website "\_\_\_\_\_\_\_\_\_\_\_\_\_\_.COM".

3.     The Transferor has now agreed to sell, transfer and assign its entire right, title and interest in the content and the brand name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ COM. to the Transferee and the Transferee has agreed to purchase and acquire the same at or for a total price of Rs.\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

4.     The Transferee has paid to the Transferor the full and final consideration of Rs.\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) for transfer/sale of rights to the content and brand name of "\_\_\_\_\_\_\_\_\_\_\_\_\_\_.COM." by Cheque No.\_\_\_\_\_\_ dated \_\_/\_\_/\_\_\_drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, the receipt whereof the Transferor doth hereby admit and acknowledge.

5.     The Transferor declares and states that the Website "\_\_\_\_\_\_\_\_\_\_\_\_\_\_.COM" is free from all lien, charge, claim, encumbrance, right of anyone over the same and that the Transferee can use and acquire the same without any claim of liability of anyone over it.

6.     The Transferor hereby indemnifies and agrees to keep indemnified the Transferee at all times unconditionally from and against any claims, dues, taxes, liabilities, charges, etc. that may arise on account of the Website \_\_\_\_\_\_\_\_\_\_\_\_\_\_.com up to the date hereof.

7.     This Agreement is made at Mumbai, the payments have been made in Mumbai and is subject to Mumbai jurisdiction.

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

SIGNED AND DELIVERED by the with in named)

M/S XYZ PVT. LTD.)

by its \_\_\_\_\_\_\_\_\_\_\_Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

in the presence of)

SIGNED AND DELIVERED by the with in named)

M/S \_\_\_\_\_\_\_\_\_\_\_\_\_\_.COM PVT. LTD.)

by its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

in the presence of)