

Asset Purchase Agreement

THIS AGREEMENT (the "Agreement") is made and entered into on the date hereinafter set forth, by _____ and between _____

RECITALS:

A. Seller owns and operates certain assets in connection with the operation of a web hosting business known as “_____.” (the "Assets").

B. Buyer desires to purchase the Assets from Seller, and Seller desires to sell the Assets to Buyer.

NOW, THEREFORE, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Assets to be Purchased. Subject to the terms and conditions set forth in this Agreement, Buyer shall purchase and Seller shall sell, assign, and transfer, fee and clear of all liens, encumbrances and liabilities, Seller’s 100% interest in the Assets as follows:

Property. All property and assets owned by Seller or otherwise employed, used or available for use in operating the _____ business including:

1) All rights and interest to customers generating an annualized revenue of approximately **Rs.** _____ (Write in Words)

2) Including all property and assets owned by Seller or otherwise employed, used or available for use in operating the _____ business including,

1)

1.1.2 Books and Records. All customer mailing and phone lists, all prospect lists, all vendor or customer lists, and all books and records, catalogues and sales literature pertaining to _____, including blank forms and materials which include and contain the name “_____”

1.1.3 Non-Solicitation. Seller's agreement not to solicit the customers of _____ for a period of 10 years.

1.3. Assumption of Obligations to Customers and Vendors.

1.3.1. Assumption of Obligations to Customers. Buyer shall assume all of the existing duties and obligations of Seller to the customers of _____, effective as of the Closing Date, and shall indemnify and hold Seller free and harmless from any and all liabilities, damages, claims, causes of action, costs or expenses, arising under or attributable to Buyer's failure to perform its obligations under such agreements on and after the Closing Date. It is expressly understood and agreed that Buyer shall not be liable for any of the other obligations or liabilities of Seller of any kind or nature whatsoever other than those specifically assumed herein.

1.3.2. Assumption of Vendor Accounts. Buyer shall assume all charges incurred after closing date on the Vendor accounts with Seller as shown on the attached Exhibit B until the current contract term expires or the account is cancelled, closed, or transferred to Buyer. Buyer will cause each such account to be cancelled or transferred into the Buyer's name within 90 days after closing, so as to eliminate all Seller liability thereon.

1.4 Purchase Price.

1.5. Acknowledgment. Buyer and Seller each acknowledge that the amount of purchase price set forth in Section 1.4 represents the value of the assets, determined pursuant to an arm's-length negotiation.

1.6 Reduction for Payments on Seller's Behalf. Buyer may pay certain of Seller's outstanding obligations relating to the Assets and may apply such payments against the purchase price, only if Seller provides express prior written authorization with regard to each such payment.

2. CLOSING DATE

Closing shall take place on _____ or on another date mutually agreed to between the parties. ("Closing Date").

3. REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to the execution and performance of this Agreement by Buyer, Seller hereby makes the following representations and warranties:

3.1 Authority. With respect to the execution of this Agreement and the performance of its obligations hereunder:

3.1.1 Power. Seller has full power and authority to make, execute and perform this Agreement and the transactions contemplated hereby;

3.1.2 Binding Agreement. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.

3.2 Title to Assets. Seller has good and marketable title to all of the assets to be transferred to Buyer pursuant to this Agreement.

3.3 Customer List. Exhibit A hereto is a valid and current list of the customers of

3.4 Compliance with All Laws. To the best of Seller's knowledge, Seller has complied with, and is not in violation of, any applicable taxes, law or regulation pertaining to the operation of the Business.

3.5 Disclosure. None of the representations and warranties made by Seller herein or in any certificate, letter, or agreement furnished to Buyer by Seller with respect to this transaction contain any untrue statement of material fact, nor do any such representations and warranties omit any material fact the disclosure of which may be necessary in order to render such representations and warranties not misleading.

3.6 Accuracy on Closing Date. The warranties and representations set forth herein shall be true and complete in all material respects on the Closing Date, as if made on such date, without the need for any additional certificate or affidavit from Seller with respect thereto.

3.7 Best Knowledge. All representations and warranties made herein by the Seller are made to the best knowledge of the Seller. For the purposes of this Agreement, "best knowledge of the Seller" means the actual knowledge of the Seller's officers after due inquiry by them (including examination of files or records where applicable) of the officers, directors, or persons employed by the Corporation who have direct management responsibility for the particular matters, so as to provide the basis for a reasonable belief as to the accuracy of each representation and warranty made herein by the Seller.

4. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer warrants and represents to Seller that:

4.1 Authority. Buyer's execution, delivery and performance of this Agreement has been duly authorized.

4.2 Disclosure. None of the representations and warranties made by Buyer herein or in any certificate, letter, or agreement furnished to Seller by Buyer with respect to this

transaction contain any untrue statement of material fact, nor do any such representations and warranties omit any material fact the disclosure of which may be necessary in order to render such representations and warranties not misleading.

4.3 Due Diligence. Buyer has had ample opportunity to investigate Seller's Business and all assets being transferred by this Agreement. Any forecasts and/or projections provided by the Seller to the Buyer were offered solely to illustrate the possible consequences of various assumed facts, and the Seller therefore expressly denies any representation, warranty or assurance with respect to any forecasts/projections received by the Buyer from any source whatsoever with respect to the Business or assets being transferred, its future performance, revenue prospects or profitability.

4.4 Reliance. All business, financial and other risk attributable to the ownership and operation of the Assets on and after the Closing shall be borne solely by Buyer. Buyer has had ample opportunity to investigate the Assets and _____ and acknowledges that: (A) Buyer alone shall be responsible for ascertaining what consents or approvals, if any, are necessary to assign or transfer any assets, leases, contracts or other rights to Buyer; and (B) Buyer alone shall assume all risks and Seller shall have no liability to Buyer for any claims, losses or other liabilities arising from or related to the attempted transfer or assignment of assets, leases, contracts or other rights to Buyer pursuant to this Agreement.

4.5 Accuracy on Closing Date. The warranties and representations set forth herein shall be true and complete in all material respects on the Closing Date, as if made on such date, without the need for any additional certificate or affidavit from Buyer with respect thereto.

5. SELLER'S OBLIGATIONS BEFORE CLOSING

Seller covenants to Buyer as follows:

5.1 Conduct of Business During Escrow. From and after the effective date of this Agreement and prior to the Closing Date, Seller shall not:

5.1.1 Change in Conduct. Make any change in the conduct of _____ or its operation, other than changes made in the lawful and ordinary course of business which, individually and in the aggregate, do not materially and adversely affect the Business or its operation.

5.1.2 Obligations. Incur any obligation or liability affecting _____ whether absolutely or contingent, other than liabilities incurred in the lawful and ordinary course of business which, individually and in the aggregate, do not materially and adversely affect the business or its financial condition.

5.1.3 Obligation of Assets. Sell, lease, dispose of, mortgage, pledge or subject to any lien or encumbrance, or waive any substantial rights relating to, any of the Assets, whether tangible or intangible, other than sales of inventory occurring in the lawful and ordinary course of business.

5.1.4 Contracts. Terminate or amend any material contract, agreement or lease to which Seller is a party pertaining to _____ or the Assets.

5.1.5 Performance. Fail to perform any of its obligations or permit any default to exist in the performance of any of its obligations under any material contract, lease or other agreement to which Seller is a party or by which Seller is bound pertaining to _____ or the Assets.

5.1.6 New Transactions. Enter into any transaction or material contract or agreement other than in the lawful and ordinary course of business of _____

6. CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions to Buyer's Performance. The obligations of Buyer pursuant to this Agreement are subject to the prior satisfaction or waiver by Buyer on or before the Closing Date of each of the following conditions, all of which are solely for the protection of Buyer:

6.1.1 Accuracy of Representations. Each of the representations and warranties made by Seller in this Agreement or in any written statement delivered to Buyer pursuant to this Agreement shall be true and correct on and as of the Closing Date, as though made at that time.

6.1.2 Satisfaction of Covenants. Seller shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with on or before the Closing Date.

6.2 Conditions Precedent to Seller's Performance. The obligations of Seller pursuant to this Agreement are subject to the prior satisfaction or waiver by Seller at or before the Closing Date of each of the following conditions:

6.2.1 Accuracy of Representations. All representations and warranties of Buyer contained in this Agreement or in any written statement delivered by Buyer pursuant to this Agreement shall be true and correct on and as of the Closing Date, as though made at that time.

6.2.2 Satisfaction of Covenants. Buyer shall have performed, satisfied and complied with all covenants, agreements and conditions required by this

Agreement to be performed or complied with by Buyer on or before the Closing Date.

7. CLOSING

7.1 Seller's Obligations at Closing. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

7.1.1 Documents of Transfer and Title. A Bill of Sale, including a covenant of good title, in the form attached hereto as Exhibit B, evidencing the transfer to Buyer of the Assets purchased hereunder.

7.2 Buyer's Obligations at Closing. At the closing, Buyer shall deliver or cause to be delivered to Seller the Purchase Price paid as follows:

A) _____

8. OBLIGATIONS OF PARTIES AFTER CLOSING

8.1 Buyer's Obligations After Closing.

8.1.1 Buyer's Indemnity. Buyer shall indemnify, defend with counsel of Seller's choice, and hold Seller harmless from and against all claims, demands, losses, costs, expenses, obligations, liabilities or damages (including, without limitation, interest, penalties and reasonable attorneys' fees) which Seller may suffer or incur by reason of Buyer's: (A) breach of or failure to perform any of Buyer's covenants, representations, warranties or obligations under this Agreement, including a breach by Buyer in the performance of any of the obligations assumed by Buyer hereunder; or (B) Buyer's operation and ownership of the assets after the Closing Date. Nothing contained herein shall permit Seller to incur or pay any costs or expenses which are unreasonable under the circumstances.

8.2 Seller's Obligation After Closing.

8.2.1 Sales and Use Taxes, Etc. Seller shall be responsible for actual payment of any sales and use taxes resulting from the transfer of the assets of the Business to Buyer. Other than sales tax, Buyer shall not be responsible for any business, occupation, withholding or similar tax or any other taxes of any kind relating to any period prior to the Closing Date.

8.2.2 Seller's Indemnity. Seller shall indemnify, defend with counsel of Buyer's choice, and hold Buyer free and harmless from and against all claims,

demands, losses, costs, expenses, obligations, liabilities or damages (including, without limitation, interest, penalties and reasonable attorneys' fees) which Buyer may suffer or incur by reason of Seller's breach of or failure to perform any of Seller's covenants, representations, warranties or obligations under this Agreement, including a breach by Seller in the performance of any of the obligations assumed by Seller hereunder. Nothing contained herein shall permit Buyer to incur or pay any costs or expenses which are unreasonable under the circumstances.

9. SURVIVAL OF OBLIGATIONS; NO JOINT VENTURE

9.1 Survival. All representations, warranties, covenants, obligations and agreements of the parties contained in this Agreement or in any instrument, certificate, opinion or other writing provided for herein, shall survive the closing of this transaction.

10. GENERAL PROVISIONS

10.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon all of the parties and their respective estates, heirs, personal representatives, successors and assigns.

10.2 Notices. All notices shall be deemed to be received when delivered in person or on the second business day after the date on which mailed, postage prepaid, to the party for whom intended, at the address set forth on the signature page of this Agreement, or at such other address, notice of which is given in the manner provided herein.

10.3 Amendments. This Agreement may be amended or modified only with the written consent of each party.

10.4 Attorneys' Fees. Should any legal action or arbitration or other proceeding be instituted by any of the parties hereto to enforce or construe any of the terms, conditions or covenants of this Agreement, or the validity thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the other party all court costs and a reasonable attorneys' fee to be set by the court or the arbitrator(s), and the costs and fees incurred in enforcing any judgment entered therein.

10.5 Captions and Pronouns. The captions used in this Agreement are for convenience and reference only and are not intended to be part of the Agreement and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person, firm, corporation or other entity referred to may require.

10.6 Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement, and all of which

taken together shall constitute one agreement, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

10.7 Governing Law and Forum Selection Clause. This Agreement shall be construed interpreted and governed by the laws of Mumbai.

10.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.9 Costs and Expenses. Each parties to this Agreement shall bear its own costs and expenses incurred in conducting the transaction in the manner prescribed by this Agreement.

10.10 Advice of Counsel. Buyer and Seller each acknowledge that they have sought the advice of independent legal counsel in entering into this Agreement.

12. Integration and Modifications. This Agreement supersedes all other oral or written agreements between the parties concerning the transaction described in this Agreement. This Agreement contains all of the covenants and agreements between the parties concerning the transaction described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise have been made by a party or by anyone acting on behalf of a party which are not included in this Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding. A modification of this Agreement shall be effective only if it is in writing signed by the party to be charged. This Agreement shall bind and benefit the personal representatives and successors in interest of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this

"BUYER"

By: _____

"SELLER"

By: _____

Address for Notices:

