

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:


1. Subject of the Agreement

- 1.1 **Contractor** agrees to provide its supply of biomass fuels at **Company's** manufacturing facility located at 206, Chacharwadi, Vasna Taluka Sanand, Ahmedabad District Ahmedabad as per the terms and conditions of this agreement and based on representations hereinabove **Company** hereby avails the services of **Contractor**.
- 1.2 The **Company** agrees to procure their requirements of biomass fuels for Power Plant from the **Contractor**. **Company** has made commitment of uplifting fuel products from the **Contractor** as mentioned in **Annexure- 1** of the agreement.

2.0 Due Diligence

While entering in to this contract, **the Company** is making certain assumptions as detailed below. These form the fundamental basis for **the Company** to award this contract to **The Contractor**.

- 2.1 **The Company** assumes that **The Contractor** has all necessary legal and statutory approvals to conduct the business.
- 2.2 **The Company** assumes that **The Contractor** is capable enough to deliver the promises they make and have made in terms of manpower, infrastructure, functional experience and all other aspects. **The Company** assumes that **The Contractor** has understood **the Company's** needs under this contract in detail and after thorough understanding **The Contractor** is now ready to work under this contract.
- 2.3 **The Company** assumes that **The Contractor** knows their business well and applications of their services completely.
- 2.4 **The Company** assumes that **The Contractor** has understood all requirements of **The Company** and has done adequate research by collecting information / data from various people in **The Company** thereby understanding the actual need and like a true knowledgeable and honest business associates has accepted this contract which are in the best interest of **The Company**.

For Agrowal Enterprises

Proprietor

2.5 **The Company** assumes that **The Contractor** has not hidden any information from **the Company** about its operation or any other aspects, which could influence the decision **The Company** is taking.

2.6 **The Contractor's CONFIRMATION:** **The Contractor** explicitly and irrevocably confirms that the assumptions made by **The Company** as far as known to **The Contractor** to come to the decision are relevant and further confirms that they have furnished complete information and does not contain any untrue information nor it contain any misleading data /statements.

2.7 **The Contractor** has to make arrangement for transport facility for the fuels to be supplied at site. Contractor will fulfill all legal formalities required by RTO and Government.

3. **Remuneration and Payment:**

The Company shall pay to the **Contractor** in the following manner:

Pricing : To be decided after every 15 days as per existing Prices at that point of time and mutually agreed upon by both the parties to this agreement.

Prices are subject to change after every 15 days and during this period of 15 days the prices will remain fixed.

Payment Terms : By CHEQUE subject to verification of documents by an authorised representative of **the Company**.

4. **Secrecy:**

4.1 **Contractor** agrees not to disclose confidential information to any one else which they have come across either during the continuation of the agreement and even thereafter. Confidential information means agreement, budgets, blueprints, concepts, costs, customers lists and requirements, data, demonstrations, designs, developments, discoveries, documents, drawings, files, financial information and statements of improvements, information, inventions, know-how, lay-outs, letters, licenses, listings, marketing plans, marks, master files memoranda, methods, micro code note plans, programs, prototypes, recipes, reports, research and development information, samples, schematics, service marks, sketches, software, specifications, strategies, suggestions, systems, tangible materials, techniques, trade marks, validations data and any other material that embodies trade secrets or other confidential or proprietary technical or business information of party that discloses that information, whether of not copyrightable of information of patentable and in each case including all documents or other media in which such information resides or is embodied.

For AgriVet Enterprise
[Signature]

4.2 **Contractor** further agrees and undertake that they will not use or disclose the any information whatsoever about **Company** even after termination of this agreement the and at the end of this agreement they will surrender all the information to **Company**.

5. **Validity, Renewal And Termination Of Agreement:**

5.1 The validity of this Agreement would begin on the 15th June 2007 and will be valid for a period of 5 years (60 months) i.e. till 14th June 2012.

5.2 After the completion of the 5 years (60 months), both the parties may mutually agree to renew the Agreement for further period or periods on same or revised terms and conditions.

Scope of Supply:

The **Supplier** agrees to:

~~///~~ Provide the biomass fuels like, De Oil Cake (DOC), Saw Dust, etc. or any other fuel available time to time and required by the **Company** at subject premises located at 206, Chacharwadi, Vasna Taluka Sanand, Ahmedabad District Ahmedabad.

~~///~~ Make sure that the fuels are as per the requirement and specifications and suitable for the job, as per the criteria laid down by the **Company**.

~~///~~ **Contractor** shall intimate in advance at least before 30 days if the fuels are not available.

~~///~~ Continuous monitoring of the fuel Supply activity and ensure that the target is achieved by using enough sources.

~~///~~ Continuous monitoring of the quality of fuels supplied by the Fuel Supplier.

6. **Obligations of Contractor:**

6.1 **The Contractor** shall at all times ensure that the fuels as mentioned in Annexure-1 to this agreement is available at subject premises to render the services as may be required.

6.2 **The Contractor** will be solely responsible regarding delivery of fuels at site and the Company shall have no liability or responsibility as regards such matters, whatsoever. For the purpose of this Agreement **The Contractor** will be deemed to be an independent **Contractor** and in case the Company is required to meet any liability in respect of the fuel supply provided by **The Contractor**, **The Contractor** shall indemnify and keep the Company indemnified against any such liability.

For Agrawal Enterprises

Proprietor

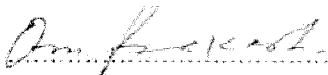
- 6.3 **The Contractor** shall indemnify for any loss, damage to the property or deterioration of materials arising from any act or negligence on their part or on part of their workforce or from any theft, pilferage, etc. The amount of such loss would be recovered from **The Contractor's** bill.
- 6.4 **The Contractor** shall also indemnify and keep **Company** indemnified and harmless against all claims, damages, losses or expenses that **Company** may have to incur on account of **Contractor** making any claims against the **Company** on any ground or grounds whatsoever.
- 6.5 **The Contractor** shall undertake the responsibility of the fuels supplied so as to maintain quality and compliance of the rules and regulations at the **Company's** site.
- 6.6 **The Contractor** will ensure that due to non-compliance of any of the rules and regulations of various acts in connection with the agreement, **The Contractor** shall be responsible for any legal proceedings, suits, claims, etc. as may be asked / lodged / by the labour or any authority under various acts. **The Contractor** shall represent at his cost all such legal matters, proceedings at various forums, court of law, any authority, tribunal and such other agencies.
- 6.7 **Company** may terminate this Agreement by giving 30 days written notice to **The Contractor**. However, **Contractor** is not authorized to terminate the agreement with or without notice to **Company** including force majeure conditions.
7. **General:**
- 7.1 This Agreement constitutes the entire understanding of the parties and revokes and supersedes any and all agreements, contracts, understandings/communication or arrangements that might have existed heretofore between the parties regarding the subject matter hereof.
- 7.2 Neither party may not assign this Agreement or nor any of its rights and obligations there under to a third party, without the prior written consent of the other party.
- 7.3 **JURISDICTION:** Both the parties agree and confirm that any dispute or difference which may arise first will be resolved by the parties by negotiation and within the framework of normally accepted business practices like meeting, communication, understanding, discussions, etc. In cases, where the disputes cannot be resolved; then both the parties agree to be bound by prevailing laws of India subject to the exclusive jurisdiction of Courts in Ahmedabad, India.

For Agrowal Enterprise

Proprietor

IN WITNESS WHEREOF, **Contractor** and **Company** have caused this Agreement through their duly authorised representatives and put their hand on the day, month and year first here above written.

**For M/s. AGRAWAL ENTERPRISE
(Contractor)**

Sign: 

Name: **Mr. Om Prakash Agrawal**

Title: **Proprietor**

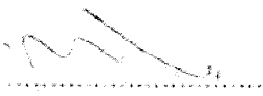
**For CLARIS LIFESCIENCES LIMITED
(Company)**

Sign:

Name: **Mr. Pankaj Shah**

Title: **G M – Purchase**

Witness:

Signature: 

Name: **Mr. Mahesh Agrawal**

Title: **Maninagar**

Signature:

Name: **Mr. Arvind Kadia**

Title: **Asst. Manager – Co-Gen**