

Non-Disclosure Agreement

Between
Punjab Land Records Society,
(Office of Director Land Records)

And

M/s CMC LIMITED



KAR
STAMP
No. 2/99 Teh. Complex Jalandhar.
Valid upto 31/3/2007.

11783
24/10/06
Handwritten signatures and dates.

Non-Disclosure Agreement

This Non Disclosure Agreement ("Agreement") is effective from 20th day of October month of year 2006 by and between Authorised Representative, PLRS on behalf of Punjab Land Record Society (PLRS), H.O Directorate of Land Records Punjab, Kapurthala Road, Jalandhar, Punjab, India having its principal place of operations at Office of Director Land Records, Jalandhar (here in referred as "BUYER", which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) of the FIRST PART

AND

CMC Limited, a Company incorporated under the provision of the Companies Act, 1956 having its registered office at CMC Centre, old Mumbai Highway, Gachibowli, Hyderabad 500019, with its Northern Region Office at Jeevan Vihar Building, 3, Sansad Marg, New Delhi 110 001 (hereinafter referred to as "operator") of the SECOND PART.

CMC Limited is India's largest one-point support Information Technology Company. CMC is a leading systems integrator with multi-faceted expertise in IT. It is fully geared to provide application-engineering, development and services in a cost-effective manner on customer site or from the state of art CMC facilities in India.

CMC Limited (CMC) is India's leading information technology Services Company, bringing together skills from almost every area of information technology integrated with an in-depth knowledge of industries in selected vertical markets.



Handwritten signature
MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Road
JALANDHAR:




Purpose: This agreement is made in order for either party to receive from each other information regarding Products/Services, which both parties may wish to acquire from each other under the terms that will protect the confidential and proprietary nature of such information. By mutual consent and without further action, this Agreement shall become part of any and all Agreements or requests for such Products/Services, which Authorised Representative, PLRS and the Operator may discuss now or enter into in the future. For the purpose herein, any coincidental business information of third persons furnished or disclosed by one party to the other party shall be deemed Confidential Information and shall be subject to the terms and conditions herein.

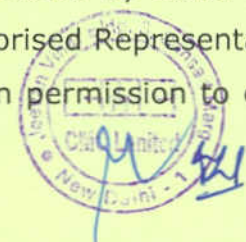
Confidential Information: As and when herein, Confidential Information shall mean and include any and all confidential or proprietary business information furnished, in whatever form or medium, or disclosed verbally or otherwise by the parties to each other including, but not limited to, the services, marketing plans, financial data and personnel statistics, whether or not marked as confidential proprietary by the parties.

Use of Confidential Information: The parties agree to hold such confidential Information in strictest confidence and shall use it solely for the purpose of this Agreement unless otherwise authorized in writing by the other party. Except for a reasonable number of copies made for Internal use or use consistent with the purposes of this Agreement, the parties shall not copy such Confidential Information without prior written permission. The parties shall not disclose such Confidential Information to anyone including but not limited to Representatives, Agents and subcontractors, hereinafter collectively known as ("Representatives") except those Representatives of the parties to whom disclosure is necessary for the purposes set forth in this Agreement. The parties shall appropriately notify each such Representative that the disclosure is made in confidence and must be kept in confidence in accordance with this Agreement. Each party shall not use such Confidential Information to copy or otherwise replicate a document/product of either party, including software, or parts thereof, or services unless authorized in writing. Also, in no event shall disclosure be made to a competitor of a party without prior written consent, from the consent party.

In the event such Confidential Information must be disclosed by either party to third persons for the purposes set forth herein, Authorised Representative, PLRS or CMC shall first obtain the other party's written permission to do so




MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Raod
JALANDHAR



and till such time as no written consent or denial from the other party, allowing or denying such disclosure is obtained, the party seeking such consent or denial shall not proceed to disclose the same. Once the written consent by the consenting party has been given, the disclosing parties shall obtain from such third person a written agreement regarding confidentiality of the Confidential Information prior to disclosure.

Upon termination of this Agreement for any reason or upon request of either party, all Confidential Information, together with any copies of same as may be authorized in this Agreement shall be destroyed or returned to the requesting party. The requirements of use and confidentiality set forth shall survive after termination and after return of such Confidential Information.

Copy Confidential Information: The parties agree that copies of Confidential Information shall be made only in accordance with this Agreement, and each copy made shall contain and state the same confidential or proprietary notices or legends which appear on the original. Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions or patents now or hereafter owned or controlled by either party.

No Further Obligations: Except for the obligations of use and confidentiality imposed herein upon the Operator and Authorised Representative, PLRS, each party acknowledges that no obligation of any kind is assumed by or implied against either party by virtue of any meeting or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged.

Exceptions: The obligations imposed herein shall not apply to any information that:

1. Is already in possession of or independently developed by either party as evidenced by written record.
2. Becomes publicly available through no fault of either party
3. Is already held by either party on computer or other recording media; or
4. Is already publicly available.

Assignments: Neither this Agreement nor any rights hereunder shall be assignable or transferable, in whole nor in part, by either party; the obligations contained in this Agreement shall survive after termination of this Agreement.



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MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Road
JALANDHAR.



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Amendments: Amendments or alternations of this Agreement shall be binding and enforceable only if made in writing and signed by authorized representatives of the parties hereto.

Governing Law & Jurisdiction: This Agreement shall be governed by and interpreted according to the laws of India and subject to the jurisdiction of courts in Jalandhar, Punjab.

Notices:

Any notice, request, consent, demand or other communication given or required to be given under this agreement shall be in writing and shall be given by Registered Post in the below mentioned address.

For CMC:

CMC Ltd.
CMC Centre,
Old Mumbai Highway,
Gachibowli,
Hyderabad-500032, India

With a copy to:
Company Secretary and Head-Legal
PTI building, 4 Parliament street
4, Sansad Marg
New Delhi -110001

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign these Agreements as of the date first stated above.

For (Authorised Representative, PLRS)


Arvinder Singh Bains,

Title: Member Secretary

Date: 20th October, 2006




MEMBER SECRETARY
Punjab Land Records Society
Kapurthala Raod
JALANDHAR:

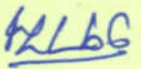
For CMC Limited

Dr. M.L. GOYAL
General Manager - Northern Region
GMC LIMITED
Jeevan Vihar, 11nd Floor
3, Sansad Marg
New Delhi-110001

Dr. M.L. Goyal

Title: General Manager-NR

Date: 20th October, 2006


P.K. GUPTA