

Non-Disclosure Agreement

Between

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

And

CMS COMPUTERS LIMITED

To Outsource

Computerisation of Registration &
Land Records Management System and Provisioning of
Citizen and Back-end Services Through Establishment
and Operations & Management of Citizen Service
Centres
Throughout the State of Punjab

on

Public Private Partnership Model



Non-Disclosure Agreement

This Non Disclosure Agreement ("Agreement") is effective from 20th day of September 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 and the Operator M/s.CMS Computers Limited having its principal office at Plot N0.91, Street No.7, MIDC, Andheri (E), Mumbai, 400 097.

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.

For CMS Computers Ltd.

 Director.



CMS Computers Ltd,
24/8 Ind. Area Chandigarh.

44068
19/9/06

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MAHIPAL RANA
STAMP VENDOR
ESTATE OFFICE
U.T. CHANDIGARH

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is effective from 20th day of September month of year 2006 by and between Authorized Representative, PLS on behalf of Punjab Land Record Society (PLRS), H.O. Director of Land Records Punjab, 45, South Park Road, Jalandhar, Punjab, India having its principal place of operations at Office of Director Land Records, Jalandhar and the Operator M/S. CMS Computers Limited having its principal office at Plot No. 91, Street No. 7, MIDC, Andher (E), Mumbai, 400 037.

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 Authorized Representative, PLS and the Operator may discuss now or enter into in the future. For the purpose herein, any confidential 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.

Signature



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.

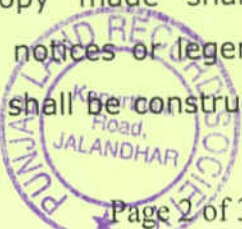
Use of Confidential Information: The parties agree to hold such confidential Information in strictest confidence and shall use it solely for the purpose of this Agreement unless otherwise authorized in writing by the other party. Except for a reasonable number of copies made for Internal use or use consistent 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 CMS shall first obtain the other party's written permission to do so 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

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[Signature]

Director.



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 or in part, by either party; the obligations contained in this Agreement shall survive after termination of this Agreement.

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.

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)

For CMS Computers Ltd.


Arvinder Singh Bains,

Title: Member Secretary

Date: 20th September, 2006




Ramesh Grover

Title: Managing Director

Date: 20th September, 2006

