**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (‘‘**Agreement’’**) is executed at New Delhi and is made and effective as of 01st August, 2022 (“**Effective Date**”).

BY AND BETWEEN

M/s ABC, a partnership firm incorporated under the Indian Partnership Act, 1932 and having its registered office at Suite 200, Mezzanine Floor, Sunrise Building, New Delhi, 110010 (hereinafter referred to as the “**Disclosing Party**”, which expression unless repugnant to the meaning and context hereof, shall deem to include its successors-in-interest and permitted assigns) acting through its signatory Ms. Anjali Sharma authorized via board resolution dated 31st July, 2022, being the party of the First Part;

**AND**

Ms. Tina Malhotra, daughter of Mr. Anupam Malhotra, resident of A-104, Jal Vayu Vihar, Sector 59, Noida, 201301 (hereinafter referred to as the “**Receiving Party**”, which expression shall, unless repugnant to the meaning and context hereof, deem to include its successors and permitted assigns), being the party of the other Part;

Hereinafter ‘Disclosing Party’ and ‘Receiving Party’ shall individually be referred to as such or as “**Party**”, and collectively be referred to as the “**Parties**”.

**NOW THEREFORE the Parties hereby agree as under:**

1. **OBJECTIVE**
   1. The Disclosing Party is a reputed real estate law firm which has been engaged by a third party for providing legal advisory for acquiring a warehouse in Nagpur, India.
   2. The Disclosing Party is desirous of engaging the Receiving Party for providing local assistance in respect of due diligence of a warehouse in Nagpur, India and land parcels on which the said warehouse is constructed (“**Purpose**”),and for the Purpose, the Disclosing Party intends to exchange, disclose and make available to the other Party certain Confidential Information (as defined under clause 2) on the terms and conditions appearing hereunder.
2. **DEFINITION OF CONFIDENTIAL INFORMATION**
   1. ‘Confidential Information’ shall mean information and records disclosed by the Disclosing Party to the Receiving Party, to fulfill the Purpose, after the Effective Date whether marked as confidential or not.
3. **NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION**
   1. Receiving Party shall use the Confidential Information within the scope of the Purpose of providing services and not for any other purpose.
   2. Receiving Party shall not reveal Confidential Information to any third party, except with the prior written consent of the Disclosing Party.
   3. Receiving Party shall not make copies of Confidential Information, except with the prior written consent of the Disclosing Party.
4. **RETURN OF CONFIDENTIAL INFORMATION**
   1. Within 7 (seven) business days of receipt of the Disclosing Party’s written request, the Receiving Party shall return to the Disclosing Party all Confidential Information and copies thereof, all at the sole discretion of the Disclosing Party.
5. **REMEDIES AND LIABILITY**
   1. Receiving Party shall keep the Disclosing Party harmless and indemnified from any and all losses, damages, demands, claims, actions, liabilities, dues, cost, expense, proceedings, etc., caused to or suffered by or incurred by the Disclosing Party due to or arising out of or in relation to any misrepresentation and / or breach of any obligation, responsibility or covenant herein by the Receiving Party, his employees, service providers, agents, workers, associates, etc.
6. **NON – ASSIGNMENT**
   1. This Agreement shall not be assigned or otherwise transferred in whole or partly by the Receiving Party without the prior consent of the Disclosing Party.
7. **NO GRANT OF RIGHTS**
   1. Nothing in this Agreement grants the Receiving Party any rights with regard to Confidential Information including without limitation a grant by implication, estoppel or otherwise, of a license by the Disclosing Party to the Receiving Party to make, have made, use, or sell any product using Confidential Information or as a license in any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.
8. **DURATION**
   1. This Agreement is effective as of the Effective Date and valid for the period as set out in clause 8.2. Parties agree that a signed fax or scanned copy of this Agreement is as legally binding as the original signed agreement.
   2. This Agreement and the obligation to keep Confidential Information secret shall continue in effect until 2 (Two) years following the Effective Date.
9. **GENERAL PROVISIONS**
   1. Notwithstanding anything contained in this Agreement, the Receiving Party is permitted to share Confidential Information in circumstances required by applicable laws.
   2. This Agreement constitutes the entire agreement of the Parties concerning disclosure of Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning this subject. This Agreement may be amended if agreed upon in writing and signed by both Parties.
   3. If any part of this Agreement shall be declared invalid or unenforceable by a tribunal or court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Agreement.
   4. Any written communication between the Parties under this Agreement will be addressed to the Parties through registered post, tracked courier or through hand-deliver only on the address given in the preamble of this Agreement.
10. **GOVERNING LAW AND DISPUTE RESOLUTION**
    1. The validity, performance, construction and effect of this Agreement shall be governed by the laws of India, and the parties hereto hereby submit to the exclusive jurisdiction of the Courts at New Delhi, without regard to conflict of law principles.
    2. In case of all disputes or differences whatsoever arises between the Parties hereto, arising out of or in relation to this Agreement (“Dispute”), the Parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably.
    3. If a Party gives the other party notice that a Dispute has arisen (a Dispute Notice) and the Parties are unable to resolve the Dispute amicably within 10 (Ten) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance the provisions of the Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be conducted by a Sole Arbitrator to be appointed by the Disclosing Party. The venue of the arbitration shall be at New Delhi and the language of the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date and year first above written.

| Mr. Rahul Khanna  For and on behalf of M/s ABC | Ms. Tina Malhotra |
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| Witness 1 | Witness 2 |