

**NATIONAL HANDLOOM DEVELOPMENT CORPORATION LTD.**

(A Government of India Undertaking)

Registered. & Corporate Office: A2 to A5, Sector 2, Udyog Marg, Noida-201301 (UP)

ADVT NO: NHDC/HR/DR-CONT./LEGAL/2025/03

DATED: 10-10-2025

**APPLICATIONS ARE INVITED FOR EMPANELMENT OF SENIOR ADVOCATES/ADVOCATES in NHDC Ltd.**

Sl. No.	Description	Post Code	Location
1	Senior Advocate/ Advocate (On contract basis)	DR-CONT./LEGAL/2025/03	Bengaluru, Coimbatore, Guwahati & Hyderabad

Scanned copies of the application and annexures in PDF format should also be sent on the following e-mail: [career@nhdc.org.in](mailto:career@nhdc.org.in)

Start date for submission of hard copies of applications: 10-10-2025

Last date for submission of applications: 09-11-2025

For detailed advertisement/ updates/ corrigendum please visit <https://nhdc.org.in/en/Career>  
(Career Page)

**(DGM-HR)**

## **Expression of Interest for engagement of Senior Advocates/Advocates**

### **1. INTRODUCTION:**

National Handloom Development Corporation Ltd. (NHDC) is a PSU of Ministry of Textiles and functions as a national level agency for the promotion and development of the Handloom Sector. It ensures availability of Yarn, Dyes and Chemicals of desired quality at reasonable rates to the Handloom Weavers Agencies and individual weavers and also helps them to achieve increased share in domestic & global market for handloom products. NHDC has Regional Offices located at Ahmedabad, Varanasi, Panipat, Kolkata, Guwahati, Hyderabad, Bengaluru and Coimbatore to carry out the country wide activities. The Head Office is located at Sector-2, Noida, UP, in the National Capital Region.

**2. Litigation** in NHDC involves Commercial matters, Civil Law, Service Law, Company Law, Banking Law, etc.. For this purpose, NHDC is inviting “Expression of Interest” (EOI) from competent Senior Advocates/Advocates for empanelment in NHDC for providing legal services for its various matters before Hon’ble Supreme Court of India, various High Courts across India, various Tribunals, District Courts, Statutory Authorities, Arbitration Tribunals, Dispute Adjudication Boards and other judicial fora in Delhi and other jurisdictions where NHDC is having operations, to defend NHDC and for other transactional legal advisory services to secure the interests of NHDC in the following categories :

**A) Designated Senior Advocates;**

**B) Advocates with ten (10) years of experience.**

### **3. Nature of work :**

- i. The Advocates will be required to handle/defend legal matters before various Courts, Tribunals, Judicial fora as mentioned at para 2 above;
- ii. Providing oral and written opinion on issues relating to the transaction of business of NHDC as referred to them;
- iii. Legal vetting of tenders, contracts and documents and also transactional advisories related to the transaction of business of NHDC referred to them;
- iv. Drafting of legal documents in connection with the business of NHDC; and
- v. Participation in discussion/conference with NHDC officials and on behalf of NHDC with Ld. Attorney General of India, Solicitor General of India, Addl. Solicitors General, Senior Advocates, etc.as and when required.

#### **4. Eligibility Criteria :**

##### **A) Essential Eligibility Criteria :**

- i. LL. B. from a University recognized by the Bar Council of India;
- ii. The Advocates should have adequate demonstrable experience in litigation as well as advisories in matters pertaining to Commercial matters, Civil Law, Service Law, Company Law, Banking Law, Contractual matters, Arbitration and Conciliation, Labour Laws, Constitutional Laws, Taxation Law, Intellectual Property Rights and other related/allied areas.

##### **B. Evaluation Criteria:**

- i. The applications received from designated Senior Advocates/Advocates shall be evaluated by a Committee on the prescribed criteria.
- ii. Only such applicants shall be considered for empanelment who would score a minimum of 45 marks out of 100 marks of the prescribed criteria.
- iii. Those applicants who are applying for District Courts and lower courts will be treated under a single category after having secured the minimum of 30 marks in the prescribed eligibility parameters.

Note: It is to be noted that those applicants who have applied under a particular category and not able to obtain the minimum threshold of 45 marks would be considered in the lower category.

##### **C. Evaluation of Senior Advocates:**

<b>S.No.</b>	<b>Parameters</b>	<b>Marks</b>
i.	Number of Clients from Govt. of India/State Govts./PSUs/ Auto-nomous Bodies on behalf of whom minimum three (03) appearances were given before the Hon'ble Courts, for each Client. (The applicants have to submit documentary proof thereof and a list of Clients)	Maximum 20 marks as follows: i. 11 and above Clients = 20 ii. 06 to 10 Clients = 15 iii. 01 to 05 Clients = 10
ii.	Number of years of service as designated Senior Advocate/ Senior Counsel in the High Courts and Hon'ble Supreme Court of India. (The applicants have to submit documentary proof thereof)	Maximum 20 marks as follows: i. 16 years and above = 20 ii. 11 to 15 years = 15 iii. 01 to 10 years = 10
iii.	Judgments of the Courts in which the designated Senior Advocate/Senior Counsel appeared on behalf of Central/State Govt. Ministry/Deptt./ PSU.	Maximum 20 marks as follows: Maximum 05 marks shall be given for each case on Contractual/Arbitral/Recovery/Writ matters of Central/State Govt. Ministry/Deptt. or PSU decided by

		the Hon'ble High Court (subject to submission of the judgment)
iv.	Judgments of Hon'ble Supreme Court in Contractual/Arbitral/ Recovery/Writ matters in which the designated Senior Advocate/ Senior Counsel appeared on behalf of Central/State Govt. Ministry/Deptt. or PSU.	Maximum 25 marks as follows: Maximum 05 marks shall be given for each case on Contractual/ Arbitral/Recovery/Writ matters (subject to submission of the judgment/s).
v.	Arbitral Awards passed in favour of the Client duly represented by the Counsel on behalf of Central/State Govt. Ministry/Deptt. or PSU.	Maximum 15 marks as follows: 05 marks shall be given for each award passed by the Arbitral Tribunal in contractual disputes of Central/State Govt. Ministry/Deptt. or PSU (subject to submission of details/brief of the same)

**D. Evaluation of Advocates:**

S. No.	Parameters	Marks
i	Number of Clients from Govt. of India/State Govts./PSUs/ Autonomous Bodies on behalf of whom minimum three (03) appearances were given before the Hon'ble Courts, for each Client. (The applicants have to submit documentary proof thereof and a list of Clients)	Maximum 20 marks as follows: i. 11 and above Clients = 20 ii. 06 to 10 Clients = 15 iii. 01 to 05 Clients = 10
ii.	Number of years of service as designated Senior Advocate/ Senior Counsel in the High Courts and Hon'ble Supreme Court of India. (The applicants have to submit documentary proof thereof)	Maximum 20 marks as follows: i. 16 years and above = 20 ii. 11 to 15 years = 15 iii. 01 to 10 years = 10
iii.	Judgments of the Courts in which the designated Senior Advocate/ Senior Counsel appeared on behalf of Central/State Govt. Ministry/Deptt. or PSU.	Maximum 20 marks as follows: Maximum 05 marks shall be given for each case on Contractual/Arbitral/Recovery/Writ matters of Central/State Govt. Ministry/Deptt. or PSU decided by the Hon'ble High Court (subject to submission of the judgment)
iv.	Judgments of Hon'ble Supreme Court in Contractual/Arbitral/ Recovery/Writ matters in which the designated Senior Advocate/ Senior Counsel appeared on behalf of Central/State Govt. Ministry/Deptt. or PSU.	Maximum 25 marks as follows: Maximum 05 marks shall be given for each case on Contractual/ Arbitral/Recovery/Writ matters (subject to submission of the judgment/s).

v.	Arbitral Awards passed in favour of the Client duly represented by the Counsel on behalf of Central/State Govt. Ministry/Deptt. or PSU.	Maximum 15 marks as follows: 05 marks shall be given for each award passed by the Arbitral Tribunal in contractual disputes of Central/State Govt. Ministry/Deptt. or PSU (subject to submission of details/brief of the same)
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**E. Advocate on Record (AOR):**

Those who are designated Advocates on Record in the Hon'ble Supreme Court can also apply for the work related to Advocate on Record.

NHDC reserves the right to relax any or all the above conditions, reject any application/s without assigning any reason thereof at its sole discretion and no claim/dispute in this regard shall be entertained.

**F. Critical Dates:**

Last date for submission of applications is 09-11-2025 (up to 18.00 hrs.)

**G. Terms:**

i) The number of Senior Advocates/Advocates to be empanelled for different Courts/locations shall be determined by NHDC based on its requirements.

ii) The currency of the panel will be three (03) years from the date of notification of panel or till further orders and the same can be extended further on the discretion of NHDC.

iii) The performance of the empanelled Senior Advocates/Advocates shall be reviewed after every one year and non-performing members may be de-panelled from the panel.

iv) Notwithstanding the above, NHDC reserves the right to review the services of the Senior Advocates/Advocates at any point in time and if deemed fit, NHDC on its own prerogative will be entitled to discontinue/withdraw/close the work/brief or obtain change Vakalatnama.

**H. Places of Panel:**

The panel would be formed at the following places:

Supreme Court (New Delhi)

All Benches of the High Courts.

District Court/Lower Court :

Jurisdictional Courts of the Regional Offices of NHDC located at Varanasi, Panipat, Kolkata, Guwahati, Hyderabad, Bengaluru and Coimbatore.

**I. Payment Terms:**

Payment of Fees shall be governed by the Fee terms issued by the Ministry of Law & Justice, Govt. of India, as amended from time to time. No monthly retainership fee will be admissible after empanelment.

**J. Application Procedure:**

- i. The Applicant should sign and stamp on all pages of the EOI document (including annexures) along with a duly filled and signed application (Annexure-A) in a sealed envelope superscribed with **“For Empanelment as Senior Advocate/Advocate/Advocate on Record”** addressed to the Managing Director, NHDC Ltd., A-2 to A-5, Sector-2, Udyog Marg, Noida, Gautam Buddha Nagar-201306, UP. **The last date for receipt of applications is 09-11-2025** (up to 18.00 hrs.).
- ii. Applications received after the prescribed date and time shall not be entertained
- iii. NHDC does not take any responsibility for loss of application in transit.
- iv. Application, along with its annexures should be duly signed on all pages.
- v. Format (Annexure- B, C & D) of application must be filled completely. Incomplete application will be outrightly rejected.
- vi. Overwriting/correction/erasing/use of white fluid should be avoided. However, if any overwriting/correction/erasing/use of white fluid is inevitable, the same should be authenticated with the signature and seal of the applicant.
- vii. The empanelment shall be strictly on the basis of application format given at Annexure- A and attaching unnecessary papers should be avoided (except wherever prescribed in the EOI).
- viii. Mere submission of application for empanelment or empanelment after selection does not by itself entitle any applicant for empanelment or confer any right to the Senior Advocate/Advocate to receive any work from NHDC.

**K. Correspondence with Applicant:**

Except as provided in EOI, NHDC shall not entertain any correspondence with any applicant in relation to the acceptance or rejection of any application. NHDC at its sole discretion and without incurring any obligation or liability, reserves the right at any time to:

- i. Suspend and/or the EOI process and/or amend/supplement the EOI process or modify the dates or other terms & conditions relating thereto.
- ii. Consult any applicant in order to receive any clarification or further information about the application.

- iii. Empanel or not to empanel any applicant.
- iv. Retain any information and/or evidence submitted to NHDC by or on behalf of any applicant.
- v. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the applicant. NHDC shall notify the successful Senior Advocates/Advocates in writing that his/her application for empanelment has been accepted.

**L. Debarment/Removal from Panel:**

A Senior Advocate/Advocate shall be debarred/removed from empanelment in present and/or in future in NHDC if the Senior Advocate/Advocate:

- i. Obtains the empanelment on the basis of false information/misrepresentation of facts.
- ii. Hands over the brief of the matter to another Advocate without prior written permission of NHDC.
- iii. Fails to attend the hearing of the case without sufficient reason and prior information.
- iv. Fails to act as per NHDC's instructions or going against specific instructions.
- v. Fails to return brief when demanded or not allowing or evading to allow its inspection on demand.
- vi. Misappropriates the funds of NHDC or earmarking/using the same towards his fees or for any unauthorized purpose without NHDC's permission.
- vii. Making any of his associates or juniors to appear on behalf of any of the opposite parties in cases/appeals related to NHDC without permission.
- viii. Commits an act which tantamounts to Contempt of Court, professional misconduct or gross negligence.
- ix. Is convicted in any offence resulting into arrest or detention or debarment by the Bar Council.
- x. Passes on information relating to NHDC's cases on to the opposite party/Advocate which may cause prejudice to NHDC's interests.
- xi. Gives false or misleading information to NHDC relating to the proceedings of any case.
- xii. Asks for frequent adjournments or does not object to the adjournment moved by the opposite party, without sufficient reason.
- xiii. Fails to maintain/honour confidentiality and secrecy of NHDC's data, statements and other information, etc..
- xiv. Threatens, intimidates or abuses any of NHDC's employees, officers or representatives.
- xv. Indulges in any act of canvassing/undue influence for empanelment/assignment of work.

NHDC reserves the right to engage any other Senior Advocate/Advocate of its choice to perform duties that are assigned to empanelled Advocates. An empanelled Senior Advocate/Advocate shall have no claim that he/she alone should be entrusted with NHDC's legal matters.

**M. Terms and Conditions:**

- i. The empanelled Senior Advocates/Advocates shall represent NHDC and its officers/officials before the Hon'ble Supreme Court of India, Hon'ble High Courts, District Courts, lower courts and the other judicial fora in the cases assigned to them.
- ii. The empanelled Senior Advocates/Advocates shall perform such other duties of a legal nature as may be assigned to them by NHDC.
- iii. The empanelled Senior Advocates/Advocates shall keep NHDC informed of all the developments of the matter, on their own, after every hearing and submit a case status report accordingly.
- iv. The empanelled Senior Advocates/Advocates shall assign a representative/clerk with NHDC to carry out the coordination as well as to collect/deliver the documents/case papers in NHDC.
- v. The nominated officer in NHDC will send the intimation to the empanelled Senior Advocates/Advocates through post/email/SMS regarding entrustment of a case and after receiving the communication/message, it is the duty of the Senior Advocates/Advocates to collect the brief/copy of the petition.
- vi. The empanelled Senior Advocates/Advocates shall keep NHDC informed of all the developments in the case from time to time, particularly with regard to drafting, filing of papers, dates of hearing of the case, orders/judgments of the Court on the dates of pronouncement and supplying certified copies of the orders/judgments.
- vii. The empanelled Senior Advocates/Advocates shall not accept any engagement against NHDC and NHDC shall have sole right to use their name as a Senior Advocate/Advocate.
- viii. NHDC reserves the right for allotment of legal work, court cases to any empanelled Senior Advocate/Advocate and no claim of any nature will be entertained in this regard. The decision of NHDC in respect of batch/bunch petitions and settlement of fees will be final and binding and no claims/correspondence of any nature will be entertained in this regard.
- ix. The day to day proceedings in the cases assigned to the empanelled Senior Advocates/Advocates shall be intimated in writing or by email to NHDC.
- x. The empanelled Senior Advocates/Advocates shall attend the offices of NHDC whenever required for conference/meeting/briefing.
- xi. The performance of the empanelled Senior Advocates/Advocates shall be continuously monitored and examined by NHDC and their continuance with NHDC shall depend on their performance.



- xii. NHDC reserves the right to cancel the name of any empanelled Senior Advocate/Advocate without assigning any reason thereof.
- xiii. GST to be payable shall be borne by NHDC, subject to rules applicable from time to time.
- xiv. After completion of a case or expiry of tenure or de-panelment of a Senior Advocate/Advocate or decision to withdraw a case from the Senior Advocate/Advocate concerned, either on its completion or in between, all such cases/files in the custody of the Senior Advocate/Advocate will be returned to NHDC without any demur and final payment, if any, will be made only after receipt of the relevant documents/files.
- xv. When any case is decided against NHDC, the Senior Advocate/Advocate handling the case shall render opinion (regarding implementing or appealing against such order/judgment), without any cost, not later than five (05) working days from the date of receipt of the order/judgment.
- xvi. The empanelled Senior Advocates/Advocates will take necessary steps to protect the interest of NHDC in matters entrusted to them from time to time and no statement/submission shall be made before any Court without obtaining prior consent from NHDC.
- xvii. Unless a case is specifically assigned, the Senior Advocate/Advocate will not on its own receive Summons/Notices on behalf of NHDC and even if any Summon/Notice is received and no Vakalatnama has been issued by NHDC, the Senior Advocate/Advocate shall not otherwise deal with such cases on their own, but shall immediately inform NHDC about the details of the case.
- xviii. Refusal by any Senior Advocate/Advocate to accept any work without any reasonable cause (eg. on grounds of conflict of interest), may entail removal of such Senior Advocates/Advocates from the panel of NHDC.
- xix. Empanelment does not confer any right or claim that the Senior Advocate/Advocate shall be entrusted with the work of NHDC.
- xx. The empanelled Senior Advocates/Advocates should not have been blacklisted/debarred by any Central Govt./State Govt./PSU, etc..
- xxi. The empanelled Senior Advocates/Advocates whose brief/work has been discontinued/closed/withdrawn/change of Vakalatnama obtained in the past by NHDC shall not be eligible to participate in the empanelment process.
- xxii. The empanelled Senior Advocates/Advocates should have adequate set up/infrastructure to deal with the matters.
- xxiii. The empanelled Senior Advocates/Advocates shall not use NHDC's name or symbol/logo in their letter heads, sign boards, name plates, advertisements, websites, etc. without explicit permission of NHDC.
- xxiv. The empanelled Senior Advocate/Advocate shall make the necessary entries in the LIMBS Portal in order to ensure that he/she gets alerts in advance about the hearing of the case/s allotted to him/her.

- xxv. In the event of any doubt or difference of opinion regarding terms and conditions of empanelment, the decision of NHDC shall be final and binding and shall not be subject to challenge.

**N. Right to Private Practice and Restrictions:**

- i. The empanelled Senior Advocates/Advocates shall have the right to private practice which should not, however, interfere with or be in conflict to the efficient discharge of duties related to NHDC.
- ii. The empanelled Senior Advocates/Advocates shall not advise any party or accept any case against NHDC.
- iii. If the Senior Advocate/Advocate happens to be a partner of a firm of lawyers or Solicitors, it will be incumbent upon the firm not to entertain any case against NHDC arising in any Court/legal forum.

**O. Confidentiality Clause:**

During the term of empanelment with NHDC and thereafter, the Senior Advocate/Advocate shall maintain strict confidentiality of the matters pertaining to NHDC and shall submit the Confidentiality undertaking placed at Annexure- E.

NHDC shall treat all information submitted as part of advice/report/submissions in confidence and shall require all those who have access to such material to treat the same in confidence. NHDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the authority or as may be required by law or in connection with any legal process.

All documents and other information provided by NHDC or submitted by the Senior Advocate/Advocate to NHDC shall remain or become the property of NHDC and the same will not be returned to the Senior Advocate/Advocate concerned. All such information collected, analysed, processed or in whatever manner provide by the Senior Advocate/Advocate to NHDC shall be the property of NHDC.

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**APPLICATION FOR EMPANELMENT IN NHDC**

Recent passport size photograph (self attested)

Court Location Applied for \_\_\_\_\_

Category Applied For (Sr. Advocate/Advocate) \_\_\_\_\_

1. Name (in capital letters):
2. Father's/Spouse's Name:
3. Date of Birth (both in numerical and words):
4. Educational Qualification and Year of passing/Completion of LL.B from the University recognized by the Bar Council of India:  
(Self attested copy of LL.B Degree)
5. In case of any further Degree of LL.M, etc. submit details and copies as mentioned at (4) above.
6. Date of enrolment and details of the Bar Council:  
(Self attested copy of Enrolment Certificate)
7. Details of post qualification experience:
  - a. Total number of years of experience (after enrolment in Bar):
  - b. Court where regularly practicing:
8. Office/Chamber Address:
9. Residence Address:  
(Self attested copy of any proof)

10. Mobile No. and Telephone No. with STD code:  
FAX number with STD code:  
Email address:
11. Copies (self attested) of ITRs ( for last three years):
12. PAN No.:  
(self attested copy of PAN Card)
13. Aadhaar No.:  
(self attested copy of Aadhaar Card)
14. Number of cases presently being contested:  
(Please mention in brief the types of cases/arbitrations)
15. Categories/areas of expertise/specialization:  
(Choose the categories from Contractual/Arbitral/Recovery/Writ/Service matters, etc.. More than one category can be mentioned depending on specialization/expertise)
16. A brief note (not exceeding 200 words) on suitability for empanelment or any other information you may like to give.
17. Whether you have been blacklisted/debarred by any Central Govt./State Govt./PSU, etc.. If yes, give details.

I state that the information provided above and the copies of documents attached herewith are true and genuine and that no material information has been concealed. I understand that in the event of any information/document being found to be false/not genuine, my application will be summarily rejected.

Signature and seal: \_\_\_\_\_

Name: \_\_\_\_\_  
(In capital letters)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE-B****DETAILS TO BE PROVIDED**

S. No.	Parameters for Selection	Details (including numbers) to be filled with documentary evidence, if applicable	Remarks, if any.
1	Length of experience in providing legal services in Central Govt./State Govt./PSU, etc.		
2	Number of Clients from Central Govt./State Govt./PSU, etc.		
3	Arbitral Awards passed in favour of the Client duly represented by you on behalf of Central Govt./State Govt./PSU, etc.		
4	Judgments/orders of Hon'ble Supreme Court in matters represented by you on behalf of Central Govt./State Govt./PSU, etc.		
5	AOR since when (applicable only for those applying for Advocate on Record)		

Note:

1. The applicants must submit documentary proof thereof and a list of Clients. In case any document is not provided, the eligibility will be examined based on the available documents and no subsequent claim in this regard will be accepted.
2. With respect to Arbitral Awards and judgments, the self-attested copies or downloaded copies must be provided.
3. In case of any confidentiality issue, redacted details may be provided to establish the eligibility.

Signature and seal: \_\_\_\_\_

Name: \_\_\_\_\_

(In capital letters)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## CHECK LIST OF DOCUMENTS

Sl. No.	Supporting Documents	Attached (Yes/No) If yes, page number of application.
1	Application Form (Annexure-A) along with the tabular format (provided in Annexure-B) duly filled in and signed.	
2	One passport size photograph of the applicant (self attested)	
3	Matriculation/equivalent certificate (as proof of age)	
4	Certificate/s in support of educational qualification/s (LL.B or higher Degree)	
5	Enrolment Certificate issued by the Bar Council	
6	Recommendation letter from the Bar Council where he normally practices.	
7	Photocopies of PAN and Aadhaar Cards (self attested)	
8	ITRs of last three years (self attested)	
9	Advocate on Record Certificate, if applicable.	
10	Photo ID (self attested) of applicant (such as Driving License, EPIC, etc. for residence proof)	

**VERIFICATION**

1. I have read all the terms and conditions set out in the EOI issued by NHDC and hereby accept the same without any deviation.
2. I have no objection if enquiries are made about the entries made/work listed by me in the accompanying sheets/Annexures.
3. I have verified the details indicated above and do confirm that all the information submitted is true.

Signature and seal: \_\_\_\_\_

Name: \_\_\_\_\_

(In capital letters)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFIDENTIALITY UNDERTAKING**

1. I, \_\_\_\_\_, do hereby commit myself to confidentiality in respect of my empanelment with NHDC in respect of services in relation to legal advice on various matters/disputes. In specific, the following terms of confidential agreement are being undertaken:

2. I shall not, either during the term or even after expiry/termination of empanelment disclose:

a. any proprietary information, including information relating to reports, Board Meetings, data, drawings, software or any other material, whether written or oral, in electronic or any other format, and the contents thereof;

b. any reports, summaries, briefs, written statements created or derived from any of the foregoing that is provided to me by NHDC;

c. any information provided by or relating to NHDC, its technology, processes, business affairs or finances or any other information relating to NHDC's employees, officers or others or other professionals or suppliers, customers, contractors of NHDC, etc.;

d. any other information which I am under obligation to keep confidential in relation to NHDC, without the prior written consent of NHDC.

3. Notwithstanding the aforesaid, I may disclose any information to the extent that such information:

a. was in the public domain prior to its delivery to me or becomes a part of the public knowledge from a source other than me;

b. was obtained from a third part with no known duty to maintain its confidentiality;

c. is required to be disclosed by applicable laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, I shall give prompt written notice to NHDC and use reasonable efforts to ensure that such disclosure is accorded confidential treatment.

Signature and seal: \_\_\_\_\_

Name: \_\_\_\_\_  
(In capital letters)

Place: \_\_\_\_\_

Date: \_\_\_\_\_