



SURYODAY GROUP
Green Energy & Biofuels Division

SG-CBG-NDA-00

Non-Disclosure Agreement for CBG Programme

CONFIDENTIAL - LEGAL DOCUMENT - RED

NON-DISCLOSURE AGREEMENT FOR CBG PROGRAMME

Doc No: SG-CBG-NDA-00 | Short: NDA | Stage: Stage 0 - Pre-Evaluation

To protect confidential information - To be signed BEFORE sharing any confidential info under EOI-01, EDD-02, CTS-03, FCF-04, SPV-05, EPF-06

Document No: SG-CBG-NDA-00 | Full Name: Non-Disclosure Agreement for CBG Programme | Short Name: NDA
Stage: Stage 0 - Pre-Evaluation | To be signed BEFORE sharing any confidential information under EOI-01, EDD-02, CTS-03, FCF-04, SPV-05, EPF-06

Purpose: To protect confidential information - To be signed BEFORE sharing any confidential info under EOI-01, EDD-02, CTS-03, FCF-04, SPV-05, EPF-06

Validity: 5 Years from date of signing

This NDA is executed on this _____ day of _____, 2026 at Navsari / Surat, Gujarat

1. Parties

Party	Details
Disclosing Party (Party A)	Suryoday Universal Network Private Limited, a company incorporated under Companies Act, 1956/2013, having its registered office at Navsari, Gujarat, and its associates, SPVs, affiliates under Suryoday Group, Green Energy & Biofuels Division, represented by its COO Mahendrabhai Kahar, Authorised Signatory. Hereinafter referred to as 'Suryoday Group' or 'Disclosing Party'.

Party	Details
Receiving Party (Party B)	_____
	[EPC Company ka pura naam yaha likhe]
	a company incorporated under Companies Act, having its registered office at

	[Registered office ka pura address - 2 line]
	represented by its Authorised Signatory
	Mr./Ms. _____ Designation _____
	[Naam aur pad]
	Email: _____ Phone: _____
	Hereinafter referred to as 'EPC Partner' or 'Receiving Party'. Both collectively as 'Parties'.

2. Background & Purpose

- A. Suryoday Group is developing 50 CBG Plants across India including 20 Plants in Gujarat in Phase-1 under its Green Energy & Biofuels Division, under structured framework comprising Invitation SG-CBG-EOI-01, Evaluation Framework SG-CBG-EDD-02, Commercial Term Sheet SG-CBG-CTS-03, Funding Framework SG-CBG-FCF-04, SPV Framework SG-CBG-SPV-05, Escrow Framework SG-CBG-EPF-06 and Definitive EPC Agreement SG-CBG-EPC-07.
- B. For evaluation, due-diligence, commercial negotiation and finalization of EPC Partner, Suryoday Group may disclose Confidential Information.
- C. Receiving Party agrees to receive such Confidential Information under strict confidentiality obligations.
- D. This NDA is to be signed BEFORE sharing any confidential information and forms precondition for participation in CBG Programme.

3. Definition of Confidential Information

Confidential Information means all information, data, documents, drawings, designs, technology, know-how, commercial terms, financial information, business plans, project reports, feasibility reports, land details, land partner details, feedstock partner details, investor details, funding structure, SPV structure, escrow structure, term sheets, agreements, evaluation criteria, site visit reports, investor presentations, bank details, pricing, cost, margins, customer details, CBG offtake details, manure marketing details, statutory approval details, legal structure, whether disclosed orally, in writing, electronically, or visually, and whether marked as confidential or not, disclosed by Disclosing Party to Receiving Party directly or indirectly in connection with CBG Programme.

Category	Examples - Inclusive List
Project & Business Structure	50 Plants Programme structure, 4 Pillar Model, Phase-1 Gujarat plan, Project locations, Land details, Land Partner identity, Feedstock Partner identity, Investment Partner identity, SPV structure SG-CBG-SPV-05
Commercial & Financial	EPC Cost, Payment Terms, Escrow Framework EPF-06, Funding Framework FCF-04, Waterfall mechanism, Commercial Term Sheet CTS-03, Investor terms, Bank terms, Pricing, Margins, Financial closure status, Funding tie-up details
Technical & Evaluation	Evaluation Framework EDD-02, Scoring matrix, Site Visit Reports, Due-Diligence Reports, Other bidders' information, Technology evaluation, PFD/P&ID, shared by Suryoday
Legal & Statutory	Draft Agreements EPC-07, SPV Agreements, JV Agreements, Legal opinions, Statutory approval status, GPCB, PESO applications

4. Obligations of Receiving Party

Clause	Obligation Details
4.1 Confidentiality	Receiving Party shall keep Confidential Information strictly confidential and shall not disclose, directly or indirectly, to any third party, affiliate, subsidiary, agent, contractor, consultant without prior written consent of Disclosing Party.
4.2 Restricted Use	Receiving Party shall use Confidential Information solely for purpose of evaluation, due-diligence and finalization of CBG EPC Partnership under SG-CBG-EOI-01 and subsequent frameworks. No other use permitted.
4.3 Need to Know	Receiving Party may disclose Confidential Information only to its directors, employees, advisors who have need to know for purpose and who are bound by similar confidentiality obligations. Receiving Party shall be responsible for breach by such persons.
4.4 No Copying	Receiving Party shall not copy, reproduce, duplicate, store in retrieval system, or create derivative works from Confidential Information without prior written consent.
4.5 No Public Disclosure	Receiving Party shall not make any public announcement, press release, social media post regarding CBG Programme, Suryoday Group's participation, or this NDA without prior written consent.
4.6 Protection Standard	Receiving Party shall protect Confidential Information with same degree of care as it protects its own confidential information, but in no case less than reasonable care.

5. Exclusions from Confidential Information

Confidential Information shall not include information which: (a) is or becomes publicly available without breach of this Agreement; (b) was already known to Receiving Party without confidentiality obligation to disclosure, as evidenced by written records; (c) is independently developed by Receiving Party without use of Confidential Information; (d) is disclosed with prior written approval of Disclosing Party; (e) is required to be disclosed by law, court order, governmental order, provided Receiving Party gives prompt written notice to Disclosing Party and cooperates to obtain protective order.

6. Term & Duration

Item	Details
NDA Effective Date	Date of signing of this NDA by both parties
Confidentiality Period	5 Years from Effective Date. Obligations continue for 5 years even after termination of discussions or non-selection as EPC Partner.
Return / Destruction	Within 15 days of written request by Suryoday Group or upon termination of discussions or non-selection, Receiving Party shall return or destroy all Confidential Information including copies, notes, extracts and certify destruction in writing.

7. No License, No Obligation

Nothing in this Agreement grants Receiving Party any right, title, interest or license in Confidential Information. No obligation to proceed with CBG Programme or to enter into any further agreement including CTS-03 or EPC-07. Suryoday Group reserves right to negotiate with other EPC Partners. This NDA does not create any partnership, joint venture, agency, employment relationship.

8. Remedies & Consequences of Breach

Receiving Party acknowledges that breach of confidentiality may cause irreparable harm and significant loss to Suryoday Group, its SPVs, Land Partners, Feedstock Partners, Investors, Lenders. In case of breach or threatened breach, Suryoday Group shall be entitled to injunctive relief, specific performance in addition to any other legal remedies including claim for damages, losses, costs. Receiving Party shall indemnify and hold harmless Disclosing Party against all losses, damages, costs, expenses arising from breach of this NDA.

9. Governing Law, Jurisdiction & Dispute Resolution

Clause	Details
Governing Law	This NDA shall be governed by and construed in accordance with Laws of India.
Jurisdiction	Courts at Navsari and Surat, Gujarat shall have exclusive jurisdiction.
Dispute Resolution	First attempt amicable resolution by authorized representatives within 30 days. If not resolved, dispute shall be referred to Arbitration under Arbitration and Conciliation Act, 1996. Venue of Arbitration: Surat, Gujarat. Language: English. Arbitration award shall be final and binding.

10. General Provisions

Clause	Details
Entire Agreement	This NDA constitutes entire agreement between parties regarding confidentiality and supersedes all prior discussions, understandings.
Amendment	No amendment or modification to this NDA shall be valid unless made in writing and signed by both parties.
Assignment	Receiving Party shall not assign this NDA without prior written consent of Disclosing Party.
Severability	If any provision is held invalid, illegal or unenforceable, remaining provisions shall continue in full force.
Notices	All notices to be in writing and sent to registered addresses or emails mentioned below. Email: suryodaygroup.pvt.ltd@gmail.com
Counterparts	This NDA may be executed in counterparts, each shall be deemed original. Scanned / electronic signature valid.

For Disclosing Party - Suryoday Group / Suryoday Universal Network Private Limited

Mahendrabhai Kahar
Chief Operating Officer (COO)
Authorised Signatory
Date: _____
Place: Navsari / Surat
Email: suryodaygroup.pvt.ltd@gmail.com
Phone: 9662921213 / 9316155967
Website: www.suryodaygroup.in

Witness 1:
Name: _____
Signature: _____

For Receiving Party - EPC Partner

Name: _____
Designation: _____
Company: _____
Authorised Signatory
Company Seal:
Date: _____
Place: _____
Email: _____
Phone: _____

Witness 1:
Name: _____
Signature: _____

IMPORTANT NOTE: This NDA - SG-CBG-NDA-00 must be signed by EPC Partner BEFORE sharing any confidential documents including Evaluation Framework EDD-02, Commercial Term Sheet CTS-03, Funding Framework FCF-04, SPV Framework SPV-05, Escrow Framework EPF-06 and Definitive EPC Agreement EPC-07. This NDA is pre-condition for participation in CBG Programme. After signing NDA, proceed with EOI-01 evaluation and CTS-03 negotiation. Reference in CTS-03 and EPC-07: 'Receiving Party has executed NDA No. SG-CBG-NDA-00 dated _____ and agrees to keep all Information confidential as per said NDA.'