

**REQUIRE ACCEPTANCE TO CONFIDENTIALITY  
UNDERTAKING TO ACCESS THE VIRTUAL DATA ROOM**

**CONFIDENTIALITY UNDERTAKING**

The “**Recipient**” which expression shall, unless repugnant to the context, include creditor, its successors in business, administrators in business, administrators, insolvency professional, liquidator and assigns or legal representatives shall obliged by the present undertaking in favour of **Ms. Anju Agarwal**, an Insolvency Professional having **Registration No. IBBI/IPA-001/IP-P00106/2017-2018/10213** acting as the Interim Resolution Professional for the Alpine Realtech Private Limited (hereafter referred as “**Corporate Debtor**”).

**WHEREAS** Alpine Realtech Private Limited, a company registered under Companies, Act, 1956 is under Corporate Insolvency Resolution Process *vide* the order passed by National Company Law Tribunal, New Delhi Bench, (“**NCLT**”) dated 12<sup>th</sup> March, 2019 and appointed **Ms. Anju Agarwal** having IBBI Registration Number IBBI/IPA-001/IP-P00106/2017-2018/10213 as Interim Resolution Professional (“**IRP**”), with directions to perform all functions contemplated under the IBC including conducting of the CIR Process in respect of the Corporate Debtor.

**WHEREAS** the IRP is preparing to share with the Recipient certain information including but not limited to the Information Memorandum (“**Information Memorandum**”) as per Section 29 of the Insolvency & Bankruptcy Code, 2016 (“**Code**”) and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”) in respect of the Corporate Debtor.

**WHEREAS** the IRP is required to share the fair value and the liquidation value and the Information Memorandum after receiving an undertaking from recipient of information to the effect that such recipient shall maintain confidentiality of the information contained in the Information Memorandum and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under Section 29(2) of the Code and Regulation 36(4) of the CIRP Regulations.

**THEREFORE, the Recipient hereby unconditionally and irrevocably declares and undertakes as follows:**

1. The Recipient undertakes that it will not divulge any part or whole of any information relating to the Corporate Debtor and/ or Corporate Insolvency Resolution Process of the Corporate Debtor, including without limitation, any information contained in the Information Memorandum, any other “relevant information” as defined under Explanation to Section 29 of the Code, liquidation value and fair value of the Corporate Debtor (if so provided to the Recipient), in each case, through oral or written communication or through any mode, and same shall constitute “**Confidential**”

**Information**". Additionally, any information or documents generated or derived by the Recipient that contains, reflects or is derived from any Confidential Information shall also be deemed as "**Confidential Information**".

2. The Recipient further unconditionally and irrevocably undertakes that:
  - a) the Confidential Information shall be kept confidential by the Recipient and shall be used solely in accordance with the terms of the Code;
  - b) the Recipient shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, the RP or any other person;
  - c) the Recipient shall comply with the requirements under sub-section (2) of Section 29 of the Code, and other provisions of law for the time being in force relating to confidentiality and insider trading;
  - d) the Recipient shall protect any intellectual property of the Corporate Debtor which it may have access to;
  - e) the Recipient shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage;
  - f) the Recipient shall take all necessary steps to safeguard the privacy and confidentiality of the Confidential Information and shall use its best endeavours to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information in breach of this confidentiality undertaking;
  - g) the Recipient shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor of the Recipient) and shall indemnify the RP against any loss, damages and costs incurred by the RP due to such breach; and
  - h) the Recipient agrees and undertakes to protect and maintain confidentiality of the fair value and liquidation value of the Corporate Debtor (if so provided to the Recipient), and shall not use such Confidential Information to cause an undue gain or undue loss to itself or any other person, and comply with the requirements under Section 29(2) of the Code and this confidentiality undertaking.
3. The Recipient agrees, acknowledges, and undertakes that the Confidential Information may only be disclosed to and shared with any employees or advisors of the Recipient, in accordance with applicable laws in relation to confidentiality and insider trading, the Code and the CIRP Regulations, and the terms of this confidentiality undertaking, on a strict need-to-know basis and only to the extent necessary for and in relation to the Corporate Insolvency Resolution Process of the Corporate Debtor, provided that the Recipient shall bind such employees or advisors by way of an undertakings/agreements, to terms at least as restrictive as those stated in this confidentiality undertaking.
4. Notwithstanding anything to the contrary contained herein, it is clarified that the obligation to maintain confidentiality of Confidential Information shall not apply to:

## Confidentiality Undertaking

- a) information which, at the time of disclosure to the Recipient was already in the public domain without violation of any provisions of applicable laws;
  - b) information which, after disclosure to the Recipient becomes publicly available and accessible without any breach of this confidentiality undertaking or violation of applicable laws;
  - c) information which was, lawfully and without any breach of this confidentiality undertaking, in the possession of the Recipient prior to its disclosure, as evidenced by the records of the Recipient;
  - d) information that is mandatorily required to be disclosed by the Recipient (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority or the guidelines of the regulatory/administrative authority or the stock exchange.
5. The Recipient further agrees that, the RP shall not be liable to the Recipient for any damage arising in any way out of the use of the Confidential Information and the Recipient shall not have any claim against the RP or the Corporate Debtor in relation to any information provided to the Recipient.
  6. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the RP shall be entitled to the remedies of injunction, specific performance, other equitable relief for a threatened or actual breach of this confidentiality undertaking. The remedies herein provided shall be cumulative and not exclusive of any remedies provided by law available to the RP.
  7. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.
  8. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the courts and tribunals at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking; *provided that* the NCLT shall have jurisdiction to adjudicate on any matter arising under, pursuant to and/ or in connection with this confidentiality undertaking.
  9. This confidentiality undertaking shall become binding on the Recipient from the date hereinabove written. The confidentiality undertaking shall be in addition to any other undertakings provided by the Recipient to the RP.

### **Acknowledged By Recipient**