

Confidentiality Undertaking

1. I hereby declare that I am a Financial Creditor of Adel Landmarks Limited ("Corporate Debtor") and a member of the Committee of Creditors of Corporate Debtor.
2. I understand that as a Financial Creditor of Corporate Debtor, I represent in the meeting of the Committee of Creditors (CoC) As member of the CoC, I am entitled to receive information about the Corporate Debtor and Resolution Applicants which is confidential and sensitive in nature, in accordance with the provisions of the Insolvency and Bankruptcy Code 2016 (Code) and the regulations framed thereunder, and is required to be used only for the purposes of discharging functions as member of the CoC and for no other purpose.
3. I understand that the Resolution Professional of Corporate Debtor have set up this electronic platform to facilitate my participation in the CIRP of Corporate Debtor, provide me with Confidential Information (as defined hereafter) and for effective communication with the CoC.
4. I understand and accept that all information, including of whatever kind including proprietary and trade secret information disclosed to me by the RP by or on behalf of the Corporate Debtor, by any means whatsoever, whether such information is disclosed before, or on after the date of acceptance provided by me, is confidential information ("Confidential Information"). I state that I will not disclose Confidential Information at any third party at any stage.
5. I accept and acknowledge that the Confidential Information has been developed or obtained by the Corporate Debtor through investment of significant time, effort and expense, and that the Confidential Information is valuable, special and unique asset of the Corporate Debtor, which provides the Corporate Debtor with a significant competitive advantage, and needs to be protected from improper disclosures.
6. I agree that the confidentiality condition in this undertaking will survive and remain valid even after completion of the CIRP. If I have disclosed (or have threatened to disclose) Confidential Information in violation of this undertaking, the IRP/RP or the Corporate Debtor shall be entitled to pursue remedies including legal recourse to safeguard its interest.
7. I state that I have duly received the login ID and the password provided to me by the RP or his representatives and I am using the Login ID and password for legitimate purpose and I am accessing the Confidential Information by an unauthorized access not by misuse of the Login ID and password.
8. I further declare that I am eligible and competent to vote and further agree and understand that once a vote on a resolution is casted by a member the same cannot be changed post closure of the Electronic voting (E-Voting) Window.
9. I further undertake that I shall not disclose my vote to anyone and all the decisions are taken by myself after exercising my own judgement and on my own discretion.
10. I further undertake that the Confidential Information I access, read or download from this portal www.adelcirp.com by using the login ID and password or for E-voting including but not limited to the notice, agenda, resolutions, minutes and any other information pertaining to the Corporate Debtor for the purpose of my knowledge and/or mandatorily required under the Code and regulations made thereunder or mandatory as per any law shall be kept confidential and safe and secured at all times and will be protected from any theft or leakage.
11. I further undertake that the Corporate Debtor/ Interim Resolution Professional/Resolution Professional/Insolvency Professional Entity – Sumedha Management Solutions Private Limited, its directors, employees/ Authorised Representative shall not be responsible for any technical error incurred during downloading of documents or E-voting.

12. I further declare and undertake that I shall be liable for any breach of obligations under this undertaking and/or obligations under the Code and regulations made thereunder and shall keep the Corporate Debtor indemnified and/or Mr. Udayraj Patwardhan, the Interim Resolution Professional, for any loss or damage(s) caused to them by virtue of any default from my side in compliance of this Undertaking.

13. This undertaking shall be interpreted in accordance with the laws of India. The NCLT Principal Bench shall have jurisdiction over all disputes arising pursuant to the Corporate Insolvency Resolution Process. For any other matter Courts in Delhi shall have the exclusive jurisdiction.

14. I have read and understood the contents of this undertaking and agree to maintain confidentiality of the Information / documents shared with me pertaining to Adel Landmarks Limited. I further agree and accept that by pressing the Accept button I have agreed and accepted the terms of undertaking of Confidentiality and execute the same as a binding and enforceable agreement.