

**CONFIDENTIALITY UNDERTAKING**  
(To be executed on stamp paper of appropriate value)

Date:

To,  
Delhi International Airport Limited  
Address: New Udaan Bhawan  
Opposite Terminal 3  
Indira Gandhi International Airport  
New Delhi - 110 037  
India

Kind Attn: Chief Commercial Officer - Airport Land Development

**Subject:** Confidentiality Undertaking in respect of the Bidding Process (“**Confidentiality Undertaking**”)

The undersigned, [*insert*], (“**Applicant**”) hereby undertakes and agrees as follows:

1. “**Confidential Information**” means and includes any and all facts, knowledge and information of any nature whatsoever, whether written, oral, in electronic, magnetic and/or optical form or otherwise, concerning the business, operations, prospects, finances, or other affairs of Delhi International Airport Limited (“**DIAL**”), its affiliates, associates or subsidiaries including in relation to implementation of development of hotels (an ultra-luxury hotel and an upper up-scale hotel), commercial buildings and serviced apartments, at the Hospitality District, GMR Aerocity, Indira Gandhi International Airport, New Delhi (“**Project**”) (which includes, without limitation, documents delivered or shown in the data room in connection with the due diligence investigation), other related information, specifications, data, know-how, intellectual property, compositions, maps, photographs, electro-magnetic tapes, drawings, plans, memoranda, feasibility studies, project reports, commercial and such other agreements, notes and all interpretation of such data and other information pertaining to the Project, fact sheets, the Request for Proposal dated [*Insert*] (“**RfP**”), project agreements shared together with RfP such as the license agreement, or other materials, including drafts thereof, including any information in relation to DIAL or shareholders of DIAL furnished in connection with the Project, in whatsoever manner such information is documented, that has been or may hereafter be provided or shown to the Applicant by DIAL or its employees, officers, directors, advisors or agents, or is gathered, received or obtained directly or is otherwise obtained from review of the documents or property or discussions with DIAL or its employees, officers, directors, advisors or agents by the Applicant irrespective of the form of the communication, and also includes all notes, analysis, compilations, studies, summaries, and other material prepared by the Applicant containing or based, in whole or in part, on any information included in the foregoing.

Provided however, that such term does not include information that, (a) was publicly known or otherwise known to the Applicant prior to the time of such disclosure; or (b)

subsequently becomes publicly known, through no act or omission by the Applicant or any person acting on the Applicant's behalf.

2. With respect to all Confidential Information, the Applicant shall:
  - (a) maintain the secrecy and confidentiality of all such information in good faith to protect confidential information of third parties delivered to the Applicant;
  - (b) not disclose any such information directly or indirectly, by any means, to any person or entity, except to its directors and other personnel engaged in the management of or providing assistance to the Applicant, to its professional advisors and bankers and who need to know such information to perform their responsibilities, on the undertaking that such professional advisors or bankers keep such information confidential;
  - (c) not file any application seeking any rights, proprietary or otherwise, in respect of any such information; and
  - (d) not use any such information for any purpose other than evaluating the Project and submitting its bid for the Project.

3. The Applicant undertakes that it shall not at any time whatsoever:

- (a) disclose, in whole or in part, any Confidential Information received directly or indirectly from DIAL or its respective employees, officers, directors, advisors or agents to any third party; and
- (b) reproduce, publish, transmit, translate, modify, compile or otherwise transfer the Confidential Information,

except as permitted in paragraph 2 above and paragraph 5 below.

4. The Applicant shall ensure that its shareholders, employees, directors, representatives, consultants and agents who have access to or are in possession of any/ all the Confidential Information or who may receive such information, shall also comply with the obligations in this Confidentiality Undertaking.
5. In the event, the Applicant wishes to form a Bidding Consortium with a third party (or parties) for the purpose of participation under the RfP, the Applicant agrees and undertakes to not disclose any Confidential Information unless and until such third party has duly executed the Confidentiality Undertaking and a copy of the same has been duly submitted to DIAL.
6. If required by DIAL, the Applicant (and/or any affiliates thereof involved in, or relevant for, the Bid) shall execute a separate confidentiality agreement with provisions similar to those set out above with respect to the Confidential Information obtained by the Applicant.
7. The Applicant shall be liable for damages to DIAL as a result of any disclosure or misuse of Confidential Information by the Applicant. The Applicant agrees to

indemnify DIAL against any and all losses, damages, claims, or expenses incurred or suffered or likely to be incurred or suffered by DIAL, arising from, in connection with or as a result of the Applicant's breach of this Confidentiality Undertaking.

8. The Applicant understands and acknowledges that any breach of this Confidentiality Undertaking, would cause DIAL irreparable harm, the amount of which may be difficult to ascertain. The Applicant, therefore, agrees that in addition to DIAL making the Applicant ineligible to participate in the bid process, DIAL shall also have the right to apply to a court of competent jurisdiction for injunctive relief or specific performance (as appropriate), including an order restraining any such further disclosure, and for such other relief as DIAL shall deem appropriate. Such right of DIAL shall be in addition to the remedies otherwise available to it by law or equity, including the right to claim appropriate damages.
9. In case the bid of the Applicant is not accepted, or the Applicant is not shortlisted for qualification or the Applicant is not declared the Selected Bidder, then the Applicant shall immediately and forthwith on rejection of its bid or upon being notified that its bid has been rejected or upon the acceptance of the bid of any other Bidder, as the case may be:
  - (a) return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
  - (b) destroy all copies of Confidential Information in its possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
10. The Applicant shall in writing certify to DIAL that it has duly returned or destroyed such Confidential Information, within 7 (seven) days of such a request being made by DIAL.
11. The Applicant confirms that in the event DIAL proposes to provide any further communications, notices or information in relation to the Project, DIAL would only be required to communicate such information or notices to the below mentioned person of the Applicant who is identified by the Applicant as the authorised person under this Confidentiality Undertaking:

Authorised person's name:  
Address:  
Telephone number:  
E-mail details:
12. This Confidentiality Undertaking shall be governed by the laws of India and only the courts at New Delhi (with the exclusion of all other courts) shall have jurisdiction to decide or adjudicate on any matter which may arise.

All capitalised terms used but not defined herein shall have the meaning ascribed to such term under the RfP, as the case may be.

Yours faithfully,

(Signature of authorised signatory of the Applicant)

Name of authorised signatory of the Applicant:

Designation of authorised signatory of the Applicant:

Date:

Place:

Name of the Applicant:

Seal / stamp of the Applicant: