

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT** (hereinafter referred as "**Agreement**") is made on this ----- day of _____ 201__ (hereinafter referred as "**Effective Date**") by and between

SBI Capital Markets Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 202 Maker Tower 'E', Cuffe Parade, Mumbai 400005 and regional office at 6th Floor, World Trade Tower, Barakhamba Lane, New Delhi 110001 (hereinafter referred to as the "**SBICAP**" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof and mean include its successors and permitted assigns) of the **FIRST PART**;

AND

Sravanthi Energy Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 3rd Floor, Rider House, 136 Sector-44, Gurgaon 122002, Haryana, India (hereinafter referred to as the "**Company**" or "**SEPL**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), of the **SECOND PART**;

AND

-----, a company incorporated under the Companies Act, [●] and having its registered office at ----- (hereinafter referred to as the "**Receiving Party**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and permitted assigns), of the **THIRD PART**.

SEPL and SBICAP shall be collectively referred to as the "**Disclosing Parties**" and individually as a "**Disclosing Party**" as the context may require.

The Disclosing Party and the Receiving Party are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A.** SBICAP is engaged in the business of, inter alia, investment banking, project advisory and financial services.
- B.** SEPL is engaged in the business of, inter alia, implementation and operation of 450 MW (2x225 MW) gas based Combined Cycle thermal Power Project (CCPP) in the State of Uttarakhand, India.
- C.** The Receiving Party is engaged in the business of-----.
- D.** Lenders of SEPL have invoked the Strategic Debt Restructuring scheme of RBI for the purpose of effecting a change in the management of the Company. 51% equity stake in SEPL hence is to be taken over by a new promoter from Lenders of SEPL along with management control.
- E.** SBICAP has been mandated by the Lead Bank/ Lenders of SEPL, to assist in identifying prospective buyer for SEPL post conversion of debt in to equity under SDR

guidelines. Receiving Party has accordingly been identified as prospective buyer for the said proposal. SBICAP is assigned the mandate to carry the necessary activities required for the purpose of stake sale (the "**Transaction**")

- F. In respect of exploring and evaluating the Transaction, Disclosing Parties shall disclose certain confidential information (hereinafter defined) to the Receiving Party in respect of the Transaction.

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder SBICAP and SEPL and the Receiving Party agree as follows:

1. DEFINITIONS

- 1.1 "**Affiliate**" means, with respect to a person, any of that person's holding companies, subsidiaries, or entities under common control as that person, or entities managed or advised by that person, that person's holding company or subsidiaries or any of their financing providers.
- 1.2 "**Confidential Information**" means the information of the Disclosing Party or any of its Client's, disclosed or submitted to the Receiving Party by the Disclosing Party in written, representational, electronic, verbal or other form and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted about the Transaction prior to the Effective Date of this Agreement or thereafter including without limitation information on the contents and existence of this Agreement and analyses, compilations, studies and other documents prepared by either Party or its Representative or which contain or otherwise reflect or are generated from any Confidential Information.
- 1.3 "**Representative**" of the any Party means its Affiliate, or the Party's or its Affiliates' any officer, employee, director, advisor, affiliate, investor, potential financing source, or any other person concerned or other person acting on its behalf.
- 1.4 "**Transaction**" shall have such meaning as ascribed to it in Recital E.

2. NON DISCLOSURE

- 2.1 Confidential Information divulged by the Disclosing Party to the Receiving Party will be received and treated by the Receiving Party as strictly confidential and the Receiving Party shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose or make available to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in clause 2.2 below.
- 2.2 Notwithstanding the provisions of Clause 2.1 above, the Receiving Party may disclose the Confidential Information disclosed under this Agreement to its Representatives on a "need to know" basis, for the sole purpose of enabling assessment and evaluate the Transaction subject to such Representative being bound the confidentiality obligation hereunder.
- 2.3 The Receiving Party and its Representatives shall exercise no lesser security or degree of care than it applies to its own Confidential Information of an equivalent

nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

- 2.4 The Confidentiality Information shall not be copied or reproduced by the Receiving Party or its Representatives at any time except on a “need basis” for the purpose of evaluation of the Transaction.

3. EXCEPTIONS

The Receiving Party's obligations hereunder, shall not apply to Confidential Information if the same:

- 3.1 at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the Receiving Party or its Representatives; or
- 3.2 prior to its disclosure to the Receiving Party in connection with the Transaction was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party
- 3.3 is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information;

4. NON DISCLOSURE OF TRANSACTION

- 4.1 Unless disclosure is required under applicable laws, court orders or any order from a regulatory or governmental authority or as permitted under Clause 2.2 above, it is agreed that without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose or direct its Representatives to disclose to any person or entity (a) that the Confidential Information has been made available to the Receiving Party or its Representatives, (b) that discussions or negotiations are taking place concerning a possible Transaction between SEPL and the Receiving Party or (c) any terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.
- 4.2 The Parties understand and acknowledge that the Confidential Information is being provided by the Disclosing Party without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.
- 4.3 The Disclosing Party represents and agrees to the Receiving Party that the Confidential Information is in its lawful possession and it has the right and authority to disclose the Confidential Information and is not in breach of any agreement or obligation with respect to the confidentiality of third parties' confidential or proprietary information.
- 4.4 The Parties agree that unless and until a definitive agreement regarding a Transaction between SEPL and the Receiving Party has been executed, neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. The Parties further acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party/(ies) or any of its Representatives with regard to a Transaction and to terminate discussions and negotiations at any time.

5. COMPELLED DISCLOSURE

The Receiving Party may disclose Confidential Information to the extent necessary pursuant to applicable laws, regulation, court order, or other legal process, provided the Receiving Party notifies the Disclosing Party of the existence, terms and circumstances surrounding such requirement of disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

6. PROPERTY OF CONFIDENTIAL INFORMATION

All Confidential Information disclosed or made available shall be and shall remain the property of the Disclosing Party.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Within fifteen (15) days of being so requested in writing by the Disclosing Party, the Receiving Party shall return or destroy the Confidential Information and all copies thereof, save for such copies as may be required to be retained by law or for compliance with corporate governance requirements and internal policies and copies of electronically exchanged Confidential Information made as a matter of routine information technology backup. The Receiving Party shall be obligated to inform the Disclosing Parties in writing, the information detained by in this regard. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this Agreement.

8. INJUNCTIVE RELIEF

Without prejudice to any other rights or remedies that the Disclosing Parties may have, the Parties agree and acknowledge that in the event of a breach or threatened breach by the Receiving Party of the provisions of this Agreement, money or damages may not be an adequate remedy for a breach of any of the provisions of this Agreement and it is reasonable that the Disclosing Party(ies) shall be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement.

9. NO LICENSES

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither Party solicits any change in the organization, business practice, service or products of the other Party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a Party to purchase any products or services of the other Party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective business(es) of SEPL. Receiving Party agrees not to use any Confidential Information as a basis for carrying out same or similar business competing with SEPL.

10. TERM

This Agreement shall remain valid and binding on the Parties until 1 (one) year from the Effective Date of this Agreement or signing of definitive agreement in relation to the Transaction, whichever is earlier. Notwithstanding the term of this Agreement, the obligation of confidentiality agreed to between the Parties in terms of this Agreement in relation to the Confidential Information shall survive for perpetuity.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India and the courts in New Delhi shall have exclusive jurisdiction.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, except obligations imposed by law which shall be deemed a part of this Agreement. This Agreement may not be amended except in writing signed by all the Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied, except as required under statute.

12.2 The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. The obligations under this Agreement shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Parties.

12.3 Any breach of any provision of this Agreement by a Disclosing Party hereto shall not affect the Receiving Party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of SBICAP, SEPL and Receiving Party.

By: Sravanthi Energy Pvt. Ltd.
Name:
Designation:

By: SBI Capital Markets Ltd.
Name: Mukesh Agarwal
Designation: Vice President

By: _____
Name:
Designation: