# ANNEXURE - 1

## Format of the EOI

*(On the Letterhead of the Prospective Resolution Applicant i.e. either entity or Lead Member submitting the EOI)*

Date:

To,

Ashutosh Agarwala

Resolution Professional for

KLT Automotive and Tubular Products Limited

(Under Corporate Insolvency Resolution Process)

Registration No. IBBI/IPA-001/IP-P01123/2018-19/11901

C/o Excedor Resolvency Private Limited

Peninsula Business Park, Tower B, 19th Floor, Lower Parel, Mumbai – 400013.

Email - [kltautomotive.ibc@gmail.com](mailto:kltautomotive.ibc@gmail.com)

## Subject: Expression of Interest for submitting Resolution Plan for KLT Automotive and Tubular Products Limited (“Corporate Debtor”) undergoing the corporate insolvency resolution process.

Dear Sir,

1. In response to the invitation for submission of expression of interest dated [●] (“**Invitation**”) inviting expression of interest (“**EOI**”) for submission of resolution plans for KLT Automotive and Tubular Products Limited (“**Corporate Debtor**”) undergoing corporate insolvency resolution process (“**CIRP**”) as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we confirm that we have understood the prescribed eligibility criteria mentioned in the Invitation to submit the EOI.
2. We also confirm that we meet the necessary threshold and other criteria mentioned in the Invitation and are submitting this EOI for submission of a resolution plan for the Corporate Debtor (“**Resolution Plan**”). Along with our EOI, we have also provided the necessary information and documents as required under the Invitation.
3. [We are submitting the EOI as a Consortium. The following are the constituents of the Consortium:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr.**  **No.** | **Name of the Consortium Member** | **Type of entity** | **Percentage of share in the Consortium** |
| [●] | [●] | [●] | [●] |

[●] is the Lead Member of the Consortium.]

1. We undertake that the information furnished by us in this EOI is true, correct, complete and accurate and further confirm / undertake that:
   1. We meet the eligibility criteria specified in the Invitation. Relevant records in evidence of meeting the criteria are attached.
   2. We are not ineligible to participate in the CIRP of the Corporate Debtor under the provisions of section 29A of the IBC. An affidavit to confirm this has been submitted.
   3. We shall, upon any potential or actual contravention of any of the provisions of the IBC or the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, including any ineligibility or disqualification under the CIRP, immediately intimate the Resolution Professional (“**RP**”) of the same.
   4. That every information and records provided in EOI are true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit the Resolution Plan, forfeit any refundable deposit, and attract penal action under the IBC.
   5. We shall maintain confidentiality of the information 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 IBC.
2. We further undertake, agree and acknowledge that:
   1. EOI and all its contents will be evaluated by the RP to determine our eligibility to submit a Resolution Plan.
   2. The CoC and/ or the RP reserve their right to determine at their sole discretion, whether or not we qualify for the submission of the proposal and may reject the EOI submitted by us without assigning any reason/without any liability whatsoever.
   3. The RP reserves the right to conduct due diligence on us and/or request for additional information or clarification(s) from us for the purposes of EOI and we shall promptly comply with such requirements. Failure to address the queries of the RP to his satisfaction or our non- responsiveness may lead to rejection of our EOI.
   4. Meeting the qualification /criteria set out in the Invitation alone does not automatically entitle us to participate in the process.
   5. We will continue to meet the eligibility criteria throughout the bid process, and any material adverse change affecting our/ Consortium’s (or any Consortium Member’s) eligibility or ability to submit a Resolution Plan shall be intimated immediately.
   6. [Any change in the Consortium or any material change affecting the Consortium Members’ ability to perform in Consortium shall be intimated within 3 (three) business days (means a day other than a Saturday or a Sunday) of such change to the CoC and the RP. Allowing such change will be at the sole discretion of the CoC and the RP, however any change to the Lead Member of the Consortium will not be allowed, further no change in the Consortium Members shall be allowed after the submission of the proposal by the Consortium.]
   7. We are not an ineligible person in terms of provisions of Section 29A of the IBC. We are a ‘fit and proper’ person and do not suffer from any legal disability to be a promoter entity of the Corporate Debtor under the applicable laws including listing agreements, stock exchange requirements and regulations and guidelines of the Securities and Exchange Board of India.
   8. We have not been barred from operating and/or engaging in the type of business being undertaken by the Corporate Debtor, as on date of submission of the EOI.
   9. We understand that in case of Consortium, the Lead Member shall represent and act on behalf of the Consortium Members. Such Lead Member shall be the single point of contact on behalf of the Consortium with the RP and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium.
3. We confirm that all the confirmations, declarations and representations made in the EOI are valid as on the date of this undertaking and acknowledge that the discovery of any false information or record at any time will render the Prospective Resolution Applicant ineligible under the CIRP and liable for forfeiture of any refundable deposit and attract penal action under the IBC.
4. We have enclosed the following documents as required under the Invitation in the prescribed formats:
   1. Profile of the PRA and its management, key managerial persons, board of directors, promoter and promoter group, Parent company and Ultimate Parent company. [In case of a Consortium, profile of each Consortium Member and its management / key managerial persons.]
   2. Copies of certificate of incorporation/ registration and constitutional documents (such as memorandum & articles of association) of the PRA [/each Consortium Member (in case of Consortium)].
   3. Audited financial statement for last three financial years of the PRA [/each Consortium Member (in case of Consortium)].
   4. Certificate from Statutory Auditor or Chartered Accountant or equivalent in the jurisdiction of incorporation/registration of the entity certifying that the PRA satisfies the eligibility criteria specified in paragraph 5 of the Invitation, including the tangible net worth as on 31st March 2024.
   5. Copy of PAN card, GST number or equivalent documents.
   6. [Copy of consortium agreement/MOU, if any, entered between the Consortium Members.]
5. The details of authorised person for any query in this matter are as under:

|  |  |
| --- | --- |
| Name | [●] |
| Mobile Number | [●] |
| Land Line, if any | [●] |
| Email | [●] |
| Address | [●] |

1. We have submitted the EOI and other requisite information strictly as per the format prescribed in the Invitation, without any deviations or conditions and without setting out any assumptions or notes qualifying the EOI.
2. Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Invitation.

On behalf of [Please insert the Name of the Prospective Resolution Applicant]:

Name of the Authorized Signatory: **[●]**

Designation: **[●]**

Company Seal / Stamp: **[●]**

Place: **[●]**

Date: **[●]**

[***Notes****:*

* 1. *In case EOI is from a Consortium, the EOI shall be signed by each Consortium Member.*
  2. *The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*

# ANNEXURE - 2

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

# UNDERTAKING

Date:

To,

Ashutosh Agarwala

Resolution Professional for

KLT Automotive and Tubular Products Limited

(Under Corporate Insolvency Resolution Process)

Registration No. IBBI/IPA-001/IP-P01123/2018-19/11901

C/o Excedor Resolvency Private Limited

Peninsula Business Park, Tower B, 19th Floor, Lower Parel, Mumbai – 400013.

Email - [kltautomotive.ibc@gmail.com](mailto:kltautomotive.ibc@gmail.com)

## Subject: Undertaking with respect to submission of Expression of Interest for submitting Resolution Plan for KLT Automotive and Tubular Products Limited undergoing the corporate insolvency resolution process.

Dear Sir,

1. In response to the invitation for submission of expression of interest dated [●] (“**Invitation**”) inviting expression of interest (“**EOI**”) for submission of resolution plans for KLT Automotive and Tubular Products Limited (“**Corporate Debtor**”) undergoing corporate insolvency resolution process (“**CIRP**”) as per the provisions of the Insolvency and Bankruptcy Code, 2016 (“**IBC**”), we confirm that we have understood the prescribed eligibility criteria mentioned in the Invitation to submit the EOI.
2. In respect of submission of submission of the EOI and the resolution plan we hereby confirm, represent, warrant and undertake that:
   1. We have read and fully understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issued by the Resolution Professional of the Corporate Debtor.
   2. We meet the necessary threshold and eligibility criteria mentioned in the Invitation.
   3. We are not an ineligible/disqualified person in terms of provisions of Section 29A of the IBC and other eligibility criteria as mentioned in the Invitation.
   4. If, at any time after the submission of this EOI, we become ineligible to be a resolution applicant as per the provisions of the IBC (and in particular Section 29A of the IBC), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the committee of creditors of the Corporate Debtor.
   5. All information and records provided by us to the Resolution Professional in/along with or in respect of the EOI or otherwise are true and correct. We shall be solely responsible for any errors or omissions therein. Based on this information, we understand you would be able to evaluate our EOI in order to qualify us as Prospective Resolution Applicant in the CIRP of the Corporate Debtor.
   6. In case any information/record provided by us is found to be false and incorrect, we shall become ineligible to submit the resolution plan, and the same shall attract penal action under the IBC.

This undertaking shall be governed in accordance with the laws of India and the courts/ tribunals in Mumbai shall have the exclusive jurisdiction over any dispute arising under this undertaking. Capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the Invitation.

Yours Sincerely,

On behalf of [***Please insert the Name of the Prospective Resolution Applicant***]:

## Signature

Name of the Authorized Signatory: **[●]**

Designation: **[●]**

Company Seal / Stamp: **[●]**

Place: **[●]**

Date: **[●]**

***[Notes****:*

1. *In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.*
2. *The person signing EOI, and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*

# ANNEXURE – 3

**(*TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE*)**

**AFFIDAVIT**

I,………………….., S/o Shri aged…years,………,residing at ………..designated as [ ] of [ ] “**Prospective Resolution Applicant”**) having its registered office at… do solemnly affirm and declare on oath as under:

1. I state that the corporate insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 (“**IBC**” or the “**Code**”) has been initiated against KLT Automotive and Tubular Products Limited (“**Corporate Debtor**”) vide order dated 26th September, 2024 passed by National Company Law Tribunal, Mumbai Bench (“**NCLT**”) uploaded on 27th September 2024 on the portal.
2. I state that the present affidavit is sworn by me on behalf of the Prospective Resolution Applicant in compliance of section 29A of the IBC.
3. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Prospective Resolution Applicant in terms of [resolution of its board of directors/ power of attorney dated [ ]. I hereby unconditionally state, submit and confirm that the said document/ authorization is true, valid and genuine.
4. I hereby unconditionally state, submit and confirm that the Prospective Resolution Applicant is not disqualified from submitting an expression of interest or a resolution plan in respect of the Corporate Debtor, pursuant to the provisions of the Code.
5. I hereby state, submit and declare that neither the
6. Prospective Resolution Applicant nor;
7. any person acting jointly or in concert with the Prospective Resolution Applicant; nor
8. any person who is a connected person (as defined under the provisions of the Code) of: (a) the Prospective Resolution Applicant or (b) any person acting jointly or in concert with the Prospective Resolution Applicant):
9. is an undischarged insolvent;
10. is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
11. at the time of submission of the resolution plan has an account, or an account of a Corporate Debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of 1 (one) year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the Corporate Debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan;

[Provided that nothing in this paragraph 5(c) applies to the Prospective Resolution Applicant since the Prospective Resolution Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor)] [OR] [Provided that nothing in this paragraph 5(c) applies to the Prospective Resolution Applicant since the Prospective Resolution Applicant is exempted under Explanation II of Section 29A(c) of the Code for a period of 3 (three) years from [insert date of approval of a prior resolution plan under IBC].

1. has been convicted for any offence punishable with imprisonment –
   1. for 2 (two) years or more under any Act specified under the Twelfth Schedule of the Code and 2 (two) years have not passed from the date of release from such imprisonment; or
   2. for 7 (seven) years or more under any law for the time being in force and

2 (two) years have not passed from the date of release from such imprisonment.

Provided further that aforementioned point (d) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A.

1. is disqualified to act as a director under the Companies Act, 2013; provided further that this point (e) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I of Section 29A;
2. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
3. has been a promoter or in the management of or control of a corporate debtor in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place prior to the acquisition of the corporate debtor by the Prospective Resolution Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and the Prospective Resolution Applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction);
4. has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code where such guarantee has been invoked by the creditor and remains unpaid in full or part;
5. is subject to any disability, corresponding to points (a) to (h) above, under any law in a jurisdiction outside India; or
6. has a connected person (as defined in Section 29A of the IBC) not eligible under abovementioned points (a) to (i).
7. [That the Prospective Resolution Applicant is a financial entity (as defined under Section 29A of the Code) in terms of [insert details of certificate of registration as financial entity or other relevant document] issued by [insert detail of regulator] valid up till [insert details], and is not a related party to the Corporate Debtor].
8. That the Prospective Resolution Applicant unconditionally and irrevocably agrees and undertakes that it has the capability to implement the resolution plan as required under Regulation 38(3) of the CIRP Regulations.
9. That the Prospective Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure as per the provisions of the IBC and the rules and regulations framed thereunder to submit a resolution plan and that it shall provide all relevant documents, representations and information as may be required by the Resolution Professional or the committee of creditors (“**CoC**”) to substantiate to the satisfaction of the RP and the CoC that the Prospective Resolution Applicant is eligible under the IBC and the rules and regulations thereunder to submit a resolution plan in respect of the Corporate Debtor.
10. That the Prospective Resolution Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.
11. That the Prospective Resolution Applicant understands that the CoC and the Resolution Professional may evaluate the resolution plan to be submitted by the Prospective Resolution Applicant or any other person acting jointly with it and such evaluation shall be on the basis of the confirmations, representations and warranties provided by the Prospective Resolution Applicant under this affidavit.
12. That the Prospective Resolution Applicant agrees that each member of the CoC and the Resolution Professional are entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility of the Prospective Resolution Applicant and for assessing, agreeing and approving the resolution plan submitted by the Prospective Resolution Applicant.
13. That the Prospective Resolution Applicant agrees that the Resolution Professional and/or the CoC reserves the right to determine at their sole discretion, whether the Prospective Resolution Applicant is eligible / ineligible for the submission of the proposal and may reject the EOI submitted by them without any liability whatsoever.
14. That in the event any of the above statements are found to be untrue or incorrect, then the Prospective Resolution Applicant unconditionally agrees to indemnify and hold harmless the Resolution Professional and each member of the CoC against any losses, claims or damages incurred by the Resolution Professional and / or the members of the CoC on account of such ineligibility of the Prospective Resolution Applicant.
15. That the Prospective Resolution Applicant agrees and undertakes to disclose/inform forthwith, to the Resolution Professional and the members of the CoC, if the Prospective Resolution Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Corporate Debtor, after the submission of this undertaking.
16. That this undertaking shall be governed in accordance with the laws of India and the NCLT, Mumbai, shall have the exclusive jurisdiction over any dispute arising under this undertaking.

The Prospective Resolution Applicant shall be required to be compliant with IBC including but not limited to eligibility under Section 29A of the IBC and its related regulations that are in force or which may come into force subsequently for submission of resolution plan and all matters under/ pursuant to/ related to and/ or in furtherance of this Invitation.

## (Deponent)

**V E R I F I C A T I ON**

Verified at on this (day, month & year), that the above contents of this affidavit are true & correct to the best of my knowledge and belief and nothing has been concealed there from.

## (Deponent)

*[****Notes****:*

1. *In case of Consortium the Affidavit shall be signed by each Consortium Member.*
2. *The person signing the Affidavit and other supporting documents should be an authorized signatory supported by necessary board resolutions/power of attorney.*
3. *In case this Affidavit is executed outside India, requirements of legalization/ apostillisation of such Affidavit, as applicable, should be complied with before submission of the same to the Resolution Professional.]*

**EXHIBIT OF ANNEXURE - 3**

**List of the Connected Persons**

(Note: Please list down the names of all the connected persons)

# ANNEXURE - 4

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

# NON – DISCLOSURE AND CONFIDENTIALITY UNDERTAKING

Date: [●]

To,

Ashutosh Agarwala

Resolution Professional for

KLT Automotive and Tubular Products Limited

(Under Corporate Insolvency Resolution Process)

Registration No. IBBI/IPA-001/IP-P01123/2018-19/11901

C/o Excedor Resolvency Private Limited

Peninsula Business Park, Tower B, 19th Floor, Lower Parel, Mumbai – 400013.

Email - [kltautomotive.ibc@gmail.com](mailto:kltautomotive.ibc@gmail.com)

**Subject:** Undertaking under Section 29 (2) of the Insolvency and Bankruptcy Code, 2016 ("**IBC**”) and Regulation 36(4) of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**”) to maintain confidentiality.

Dear Sir,

In response to the invitation for submission of expression of interest dated [●] (“**Invitation**”) inviting expression of interest (“**EOI**”) for submission of resolution plans for KLT Automotive and Tubular Products Limited (“**Corporate Debtor**”) undergoing corporate insolvency resolution process (“**CIRP**”) as per the provisions of the IBC, we, [***Please insert the Name of the Resolution Applicant***] hereby understand, acknowledge, state and represent that:

* 1. Under Regulation 36 of the CIRP Regulations read with Section 29 of the IBC, the Resolution Professional has to provide the information memorandum (“**IM**”) and other relevant information / additional information, to the potential / prospective resolution applicants, subject to the Resolution Professional receiving a non – disclosure and confidentiality undertaking from each such potential / prospective resolution applicant in accordance with the requirements of the IBC and the CIRP Regulations.
  2. The IM shall contain various confidential information relating to the Corporate Debtor including without limitation details of the assets and liabilities of the Corporate Debtor, annual financial statements, audited financial statements, list of creditors, particulars of debt due to or from the Corporate Debtor, details of guarantees, names and addresses of the members of the Corporate Debtor holding more than 1% (one percent) stake in the Corporate Debtor, details of material litigation, number of workmen / employees of the Corporate Debtor and the liabilities of the Corporate Debtor towards them and such other relevant information which the Resolution Professional deems relevant to the members of the CoC and the potential / prospective resolution applicants from time to time.
  3. The IM, together with any additional or supplementary information, writings, recordings or clarification, including those provided by way of emails or virtual data room or on telephone or in physical form or in any other way by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, including legal advisors is referred as “**Confidential Information**”.
  4. We are executing this undertaking to maintain confidentiality in respect of Confidential Information in accordance with the requirements of the IBC and the CIRP Regulations.
  5. In accordance with the terms of Section 29 of the IBC read with Regulation 36(4) of the CIRP Regulations, we hereby declare, acknowledge, represent, state, covenant and undertake as under:
     1. To maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain to ourselves or any other person, or undue loss to the Resolution Professional or the Corporate Debtor or any other person.
     2. Comply with provisions of all applicable laws for time being in force relating to confidentiality and insider trading;
     3. Protect any intellectual property and Confidential Information of the Corporate Debtor and its subsidiary / group companies, including improvements, derivatives, enhancements, modifications thereof, which we may have access to and as shared as part of the Confidential Information;
     4. Not to share the Confidential Information with any third party subject to informing such third party that it should comply with clauses (i) and (ii) above.
     5. we will direct our Representatives (*as defined below*) to:
        1. Maintain confidentiality of the Confidential Information, as provided from time to time, and not to use such Confidential Information to cause an undue gain to us or undue loss to any other person including without limitation the Corporate Debtor, the Resolution Professional or any of its creditors and / or stakeholders.
        2. Keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertakes to keep all documents and other materials reproducing or incorporating the Confidential Information separate from its own confidential information.
        3. Use the Confidential Information solely for the purposes of submitting an EOI in accordance with the Invitation and not for any other purpose.
     6. Except as provided herein, we will not disclose the contents of Confidential Information, as updated from time to time, to any person other than to our directors, officers, employees, agents and / or advisors (including without limitation our attorneys, consultants and accountants) (collectively, our “**Representatives**”) who need to know such Confidential Information for the aforementioned purposes and shall ensure that such Representatives have been directed to comply with the confidentiality and use obligations of this undertaking in case any Confidential Information is disclosed to them. If we fail to direct the Representatives to comply with the confidentiality and use obligations of this undertaking in case of disclosure of any Confidential Information to them, we will be responsible for any breach of the provisions of this undertaking of confidentiality by any of our Representatives, except for those Representatives who have a separate undertaking of confidentiality with the Resolution Professional.
     7. We agree to take any and all reasonable measures to restrain any person to whom we have disclosed Confidential Information, directly or indirectly, from disclosure or use of the Confidential Information in violation of this undertaking. The term "person” as used in this confidentiality undertaking shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.
  6. We shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by the Prospective Resolution Applicant or its Representative or any other person acting on its behalf.
  7. Without the prior written consent of the Resolution Professional, we agree that neither we nor our Representatives will disclose:
     1. the fact that the Confidential Information has been provided to us,
     2. that the proposed resolution plan to be submitted by us is (or was) under consideration,
     3. that discussions or negotiations are taking place, have taken place, or will take place concerning the Corporate Debtor, or
     4. any of the terms, conditions or other information with respect thereto (including the status thereof), to any other person unless, such disclosure is required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange and then only with as much prior written notice to the Resolution Professional as is practical under the circumstances.
  8. Except with the prior written consent of the Resolution Professional, we further agree that all communications (both written and oral) regarding the Confidential Information and / or the proposed resolution plan, requests for additional information, and discussions or questions regarding procedures, will be sent to the Resolution Professional only and not directly to any of the Corporate Debtor’s affiliates or any of their respective directors, officers or employees.
  9. In the event that we or any of our Representatives are required by law, regulation or any competent judicial, supervisory or regulatory body including any stock exchange to disclose any of the Confidential Information, we shall provide the Resolution Professional with prompt written notice of any such request or requirement so that the Resolution Professional may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this undertaking. If, however in the opinion of our counsel, we or our Representative is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then we or our Representative may disclose only such portion of the Confidential Information which, in the opinion of our counsel, we are compelled to disclose. We will reasonably cooperate with Resolution Professional in its efforts to obtain a protective order or other appropriate remedy that the Resolution Professional elects to seek to obtain, in its sole discretion.
  10. We hereby represent and warrant that we have the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.
  11. We hereby agree to, and will ensure that our Representatives do not share the Confidential Information with any third party / person or entity except where Confidential Information:
      1. is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
      2. prior to its disclosure for the aforementioned purposes was already in our or our Representatives possession; or
      3. prior consent by the Resolution Professional is provided for disclosure in writing; or
      4. is required to be disclosed by any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
  12. This undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any ‘click through’ or ‘click wrap’ acknowledgement or agreement associated with any such electronic data room.
  13. We agree to keep the Confidential Information safe in a secure place and protected against theft, damage, loss and unauthorized access and undertake to keep all documents and other materials reproducing or incorporating any of the Confidential Information separate from its own confidential information.
  14. We understand and undertake, in the event we do not wish to proceed further with formulating the proposed resolution plan or in the event of approval of a resolution plan as submitted by any of the prospective resolution applicants as per Section 31 of the IBC, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, without retaining a copy thereof, in electronic or any other form (unless otherwise required by law or compliance). Notwithstanding the return or destruction of the Confidential Information, we and our Representatives will continue to be bound by our obligations of confidentiality and other obligations hereunder, for the term hereof.
  15. We understand that the Resolution Professional/ Corporate Debtor reserve the right to assign all of its rights, powers and privileges under this undertaking (including, without limitation, the right to enforce all of the terms of this undertaking) to any person upon receipt of approval of NCLT, Mumbai in respect of a resolution plan.
  16. We understand that neither the Resolution Professional nor the Corporate Debtor makes any representation or warranty, expressed or implied, now or in the future, as to the accuracy, correctness, completeness, fairness or relevance of the Confidential Information. Neither the Resolution Professional nor the Corporate Debtor shall, now or in future, have any liability to us or any other person resulting from our use of the Confidential Information. We also agree and acknowledge that we are not entitled to rely on the accuracy, correctness, completeness, fairness or relevance of the Confidential Information, whether for the purpose of formulation of the proposed resolution plan and / or otherwise in relation to the Corporate Debtor.
  17. We understand and agree that no failure or delay by the Resolution Professional/ Corporate Debtor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
  18. This undertaking of confidentiality shall remain valid for a period of 3 (three) years after it is executed and/ or from the date completion of the CIRP of the Corporate Debtor under Section 31 of the IBC, whichever occurs later.
  19. Notwithstanding anything contained herein, we and our Representatives shall not divulge any Confidential Information of the Corporate Debtor, which has been received during the course of the confidentiality undertaking, to anybody, except as required aforesaid.
  20. 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 NCLT shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.
  21. We understand that if we disclose (or threaten to disclose) the Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or the Corporate Debtor shall be entitled to pursue all available remedies.

We accept and agree above terms.

On behalf of [***Please insert the Name of the Prospective Resolution Applicant***]:

## Signature

Name of the Authorized Signatory: **[●]**

Designation: **[●]**

Company Seal / Stamp: **[●]**

Place: **[●]**

Date: **[●]**

[***Notes****:*

1. *In case EOI is from a Consortium, above undertaking shall be signed by each Consortium Member.*
2. *The person signing EOI and other supporting documents should be an authorised signatory supported by necessary board resolutions/authorization letter.]*