

## Undertaking for Issue of Information Memorandum to Financial Creditors

**Interim Resolution Professional / Resolution Professional  
Jaypee Infratech Limited  
Under Corporate Insolvency Resolution Process**

### **UNDERTAKING UNDER SECTION 29(2) OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 AND REGULATION 36(4) OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 TO MAINTAIN CONFIDENTIALITY**

Whereas an Information Memorandum ("IM") in respect of Jaypee Infratech Ltd ("Corporate Debtor") has been prepared by the Interim Resolution Professional ("IRP") in terms of section 29 of the Insolvency and Bankruptcy Code, 2016 ("IBC").

We/I understand that the IM contains specific information of the Corporate Debtor including the information listed under paragraphs (a) to (l) of sub-regulation (2) under regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016 ("CIRP Regulations") as may be required by resolution applicant to make a resolution plan for the Corporate Debtor.

We/I understand and agree that the IM has been prepared by IRP on the basis of information provided by the Corporate Debtor and its creditors. We/I understand that while all possible efforts must have been made to verify the veracity and correctness of information, IRP or BSRR & Co., ("BSRR"), acting as advisors to IRP, do not own any responsibility for any discrepancy or error in the IM or any conclusions drawn or opinion expressed therein. We/I also understand that no representation or warranty, express or implied is given by the IRP or BSRR or any of its partners, directors, officers, affiliates, employees, advisors or agents (unless specifically mentioned under the provisions of IBC) as to the accuracy or completeness of the contents of the IM or any other documents or information supplied, or which may be supplied at any time or any opinions or projections expressed herein or therein. We/I also understand that any decisions taken/to be taken by us on the basis of the contents contained in the IM will be our/my responsibility.

We/I also understand that in terms of section 29 of the IBC and Regulation 36 of the CIRP Regulations, we/I are/am required to provide an undertaking to the IRP in the following terms, which we/I hereby do ("Undertaking"):

1. We/I accept and acknowledge that the contents of IM is valuable, special and unique asset of the Corporate Debtor, which provides the Corporate Debtor a significant competitive advantage, and needs to be protected from improper disclosures. All information including of whatever kind, including proprietary and trade secret information disclosed by or on behalf of the Corporate Debtor, by any means whatsoever, whether such information is disclosed in the IM or as a part thereof, before or on or after the date of this acceptance, is Confidential Information ("Confidential Information").
2. We/I undertake to maintain confidentiality of the Confidential Information and not to use such Confidential Information to cause an undue gain or undue loss to ourselves/myself or any other person.
3. We/I further undertake to comply with the requirements under section 29(2) of the IBC and undertake to
  - a. comply with provisions of law for time being in force relating to confidentiality and insider trading;
  - b. protect all/ any intellectual property of the Corporate Debtor being accessed under IM;
  - c. not share this information with any third party unless clauses a & b above are complied with.

4. We/I agree and undertake to use the Confidential Information solely for the purpose of evaluating the resolution plan as a part of committee of creditors of the Corporate Debtor and not for any other purpose.
5. We/I agree and undertake not to disclose the Confidential Information at any stage except as hereinafter provided:
  - a. to our such employees and/or advisors as may be necessary subject to obtaining a declaration from them that such information shall be kept confidential by them;
  - b. to any third party/ person or entity with prior written consent of the IRP or the Resolution Professional (“RP”) as the case may be;
6. This Undertaking will survive and remain valid even after completion of the corporate insolvency resolution process (“CIRP”) of the Corporate Debtor.
7. This Undertaking will not apply to sharing of the Confidential Information with the National Company Law Tribunal, Allahabad Bench or any other court, tribunal or government authority authorized in law to seek such information and if directed to do so.
8. This Undertaking will exclude any information being part of the Confidential Information, which may have been supplied to us/me by the Corporate Debtor or any other party separately and may already be in our/my possession or may be in public domain.
9. We/I also note and agree that only on receipt of this Undertaking from us, IRP / RP shall provide us a copy of IM.
10. As the Corporate Debtor is a listed entity, SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Fair Disclosure Policy of Corporate Debtor framed thereunder are applicable to the Connected Persons who are defined at Para 4 of Part II of the Policy that is accessible and can be downloaded from the below given link. As may be observed, the definition of Connected Person is applicable to the creditors, members of committee of creditors or any person associated with or authorised by them and any person who acquires such Confidential Information during the ongoing CIRP. As per Schedule B of Regulation 9 (2) of above regulations, we/I note and understand that Handling of any price sensitive information inconsistent with this policy or the said regulations will be at the sole risk and responsibility of such person in possession of price sensitive information.  
Please click to see Disclosure document > <http://jaypeeinfratech.com/policies/JiL-Code-for-Fair-Disclosure-Policy.pdf>
11. We/I accordingly agree and accept all the above terms and furnish the present Undertaking.
12. We/I further record and confirm that the person accepting this Undertaking is duly authorised to do so or is our duly authorised officer/signatory.
13. This Undertaking shall be governed by the laws of the Republic of India and the Allahabad Bench and courts in Delhi shall have exclusive jurisdiction in relation to the matters arising out of or connected with this Undertaking.