

//Confidentiality undertaking //
//to be submitted on Rs100 Non-Judicial Stamp Paper//

Dt : /06/2021

To
The Resolution Professional (RP)
M/s Rajvir Industries Limited
Plot No. 16(11-20-18), Shop cum flat,
Huda Complex, Hyderabad, India-500035

Dear Sir,

SUBJECT: UNDERTAKING UNDER SECTION 29A OF THE INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC) AND REGULATION 36A OF THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS) REGULATIONS, 2016 (CIRP REGULATIONS) TO MAINTAIN CONFIDENTIALITY.

I/We understand that:

1. Corporate Insolvency Resolution Process (CIRP) was initiated for M/s Rajvir Industries Limited (Corporate Debtor) as per the provisions of Insolvency and Bankruptcy Code 2016, by an order of National Company Law Tribunal (NCLT) Hyderabad Bench vide Order No. C.P. (IB) No. 747/7/HDB /2019 dated 26.04.2021. Vide the same Order Mr. T.S.N. Raja, (Sivanagaraja Taduvai), Insolvency Professional (IP) was appointed as Interim Resolution Professional (IRP) for M/s Rajvir Industries Limited by the Hon'ble Adjudicating Authority. Mr. TSN Raja was subsequently confirmed as Resolution Professional (RP) by the COC.
2. On passing of the above referred order by the NCLT, the board of directors of M/s Rajvir Industries Limited stands suspended and the powers of its board of directors, vest with Mr. T.S.N. Raja, RP for M/s Rajvir Industries Limited.
3. It is the duty of the Resolution Professional under the IBC to prepare an Information Memorandum (IM) of the CD, i.e., M/s Rajvir Industries Limited and invite potential / prospective resolution applicants to submit resolution plan (s).

I/We hereby declare and undertake as under:

1. Pursuant to the invitation by the Resolution Professional, published in Form G on _____ 2021 in Mint to prospective resolution applicants to submit resolution plans, we are interested in submitting a resolution plan (bid / proposal) to the Resolution Professional.
2. We require a copy of the IM of M/s Rajvir Industries Limited and other relevant Information / additional information in physical and electronic form, relating to M/s Rajvir Industries Limited that may be necessary to submit a resolution plan for M/s Rajvir Industries Limited by us, either directly or through our affiliates (Transaction). We note, understand, and acknowledge that:

- (i) IM of M/s Rajvir Industries Limited is prepared in terms of Section 29 read with the relevant regulations framed under the IBC. We further note and understand that the information contained in the IM is confidential

information and can be made available to a Resolution applicant only after obtaining an undertaking of confidentiality as required under Section 29 of the IBC and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (CIRP Regulations) only for the purpose of the Transaction.

- (ii) The IM is prepared based on information provided by the management of M/s Rajvir Industries Limited and its creditors. The Resolution Professional is sharing the IM with us for information purposes only. No representation or warranty, express or implied, is given by the Resolution Professional or the advisors appointed by the Resolution Professional or any of its partners, directors, officers, affiliates, employees, advisors as agents *unless* specifically mentioned under the provisions of the IBC as to the accuracy or completeness of the contents of this IM or any other document or information supplied, or which may be supplied at any time or any opinions or projections expressed herein or therein.
 - (iii) The IM is a dynamic document and may be updated from time to time till such the resolution plan is approved by the committee of creditors of M/s Rajvir Industries Limited.
 - (iv) Other additional information relating to M/s Rajvir Industries Limited may be necessary for the Transaction.
 - (v) Any additional or supplementary information or clarification besides the IM, including those provided by way of emails or on telephone provided to us by the Resolution Professional or his team members, including legal advisors are all confidential in nature and shall be construed as a part of the IM.
3. The IM, together with any additional or supplementary information or clarification, including those provided by way of emails or on telephone by the Resolution Professional or his team members, including advisors is referred as "Confidential Information".
 4. We are executing this undertaking of confidentiality to maintain confidentiality in respect of the information contained in the IM as mandated by the IBC and CIRP Regulations.
 5. In terms of Section 29A of the Insolvency and Bankruptcy Code, 2016 and Regulation 36A of the Insolvency and Bankruptcy Board of India (Corporate Insolvency Resolution Process) Regulations, 2016 as amended from time to time, we agree and undertake that the Expression of Interest submitted herewith is unconditional and that:
 - a) We meet the criteria specified by the committee under clause (h) of sub-section (2) of section 25.
 - b) We enclose/provide relevant records in evidence of meeting the criteria under clause(a);
 - (c) We do not suffer from any ineligibility under section 29A to the extent applicable;
 - (d) We enclose/provide relevant information and records to enable an assessment of

ineligibility under clause (c);

- (e) We shall intimate the resolution professional forthwith if we become ineligible at any time during the corporate insolvency resolution process.
- (f) every information and records provided in expression of interest is true and correct and discovery of any false information or record at any time will render us ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and
- (g) 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 sub-section (2) of section 29.
 - (b) We agree to comply with the requirement under Section 29(2) of IBC
 - (c) In terms of Section 29(2) of the IBC, to
 - (i) Comply with provisions of law for time being in force relating to confidentiality and insider trading.
 - (ii) Protect any intellectual property and confidential information of M/s Rajvir Industries Limited and its subsidiary company(s) we may have access to; and (mentioned in the Confidential Information).
 - (iii) Not to share this information/relevant information with any third party unless clauses (i) and (ii) above are complied with.
- (d) 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 affiliates (including, for avoidance of any doubt, and our and their directors, officers, employees, agents or advisors (including without limitation, financial advisors, attorneys, bankers, consultants and accountants) and potential financing sources (collectively, our “Representatives“) who need to know such Confidential Information for the purpose of the Transaction provided, 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. We will be solely 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 you.

6. We accept and acknowledge that the Confidential Information has been developed or obtained by M/s. Rajvir Industries Limited through investment of significant time, effort, and expense, and that the Confidential Information is valuable, special and unique asset of M/s Rajvir Industries Limited, which provides it with a significant competitive advantage, and needs to be protected from improper disclosures. We further understand and accept that the information contained in the Confidential Information, as updated from time to time, cannot be used for any

purpose other than for the Transaction. Accordingly, we agree and undertake to direct our Representatives to:

- a) 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 M/s Rajvir Industries Limited or any of its creditors and stakeholders.
 - b) 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 confidential information separate from its own confidential information.
 - c) Use Confidential Information solely for the purpose of transaction and not for any other purpose.
7. We hereby agree to, and, will direct our Representatives to not share the Confidential Information with any third party/person or entity except where Confidential Information:
- a. is or becomes publicly available to us or our Representatives without breach of obligations as set out herein; or
 - b. Prior to its disclosure in connection with transaction was already in our or our Representative possession; or
 - c. prior consent by the Resolution Professional is provided for disclosure in writing; or
 - d. 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 or not or whether the resolution plan submitted by us is placed before the committee (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
8. This Undertaking also applies to Confidential Information accessed through the electronic data room and supersedes any 'click through' acknowledgement or agreement associated with any such electronic data room.
9. 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 confidential information separate from its own confidential information.
10. We understand and undertake, in the event of not being shortlisted for the binding bid phase or our bid not qualifying for being placed before the committee of creditors of M/s Rajvir Industries Limited or the committee of creditors rejecting our bid or the NCLT not approving our bid or in the event that the RP calls upon us to do so, we shall immediately return or destroy the Confidential Information including the IM and other information provided by the RP or its representatives, without retaining a copy thereof, in electronic or any other form.
11. This undertaking of confidentiality condition shall remain valid for a period of three (3) years after it is executed, irrespective of whether we are shortlisted for the next phase of inviting binding bids or not or whether the resolution plan submitted by us is placed before the committee of creditors or not or whether it is approved by the committee of creditors or not and even after completion of the corporate insolvency resolution process.
12. We understand that if we disclose (or threaten to disclose) Confidential Information in violation of this undertaking of confidentiality, the Resolution Professional or M/s

Rajvir Industries Limited or COC shall be entitled to pursue all available remedies including legal recourse (both, by way of damages or specific relief) to safeguard its interest under undertaking of confidentiality.

We accept and agree above terms.

On behalf of M/s

()

Hyderabad:

