

[TO BE PRINTED ON STAMP PAPER OF APPROPRIATE VALUE]

**Date:** [●]

Dear Sir/Madam,

*[Insert name and address details]*

**Re: Corporate Insolvency Resolution Process of Jhabua Power Limited – Confidentiality Undertaking (“Undertaking”)**

The National Company Law Tribunal, Kolkata Bench (“NCLT”) by its order dated 27 March 2019 ordered the commencement of corporate insolvency resolution process (“CIRP”) in respect of Jhabua Power Limited (“Company” or “We” or “Disclosing Party” as the context may require, and shall include the RP (as defined below) and any officers, and/or its/their advisors including, without limitation, duly authorized attorneys, accountants, legal advisors and financial advisors) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“IBC”).

Mr. Abhilash Lal, insolvency professional (having IBBI Registration number IBBI/IPA-001/IP-P00344/2017-18/10645) has been appointed as the Resolution Professional (“RP”) in respect of the Company vide NCLT order dated 24 July 2019. As per the provisions of the Code, the RP is under an obligation to provide the relevant information to the prospective resolution applicants.

As a resolution applicant, you will receive Confidential Information (as defined below) relating to the Company and you agree and covenant to protect, preserve and keep confidential such Confidential Information from any third party.

“**Confidential Information**” means all the information on the virtual data room relating to the Disclosing Party, including the information memorandum, liquidation value, fair value and any other additional information in any form in relation to the Company provided by or on behalf of the Company or any of its affiliates or advisors to you, including information concerning the business, financial condition, operations, assets and liabilities of the Company or any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information.

You agree to treat Confidential Information or any part thereof which has been or will be provided to you or to your representatives in whatever form, by or on behalf of the Company, as strictly confidential, in accordance with the provisions of this Undertaking and will not disclose the same or any portion thereof to any person whatsoever without the prior written consent of the RP.

You hereby agree that the Confidential Information will be kept confidential and will not be disclosed, reproduced, disseminated, quoted, referred to, circulated or disclosed, in whole or in part, provided however that, you may make any disclosure of such Confidential Information, (i) which is approved for release in writing by the RP, (ii) to any of your duly authorized representatives (collectively, “**Representatives**”) on a strictly need to know basis and only for purposes pertaining to the CIRP of the Company, and subject to such Representatives being subject to similar obligations of confidentiality as contained herein; and (iii) if mandatorily required by law, regulation or any competent judicial, supervisory or regulatory body, and the disclosure will be limited to items as are strictly required to be disclosed as per the applicable law, order or directions.

You agree that the rights, title or interest (including intellectual property rights) in relation to the Confidential Information disclosed pursuant to this Undertaking shall remain the property of the Disclosing Party. No right, title, interest or license in the Confidential Information shall be conveyed to you or any other person by release of such Confidential Information by the Disclosing Party to you.

For the purposes of this Undertaking, the following shall be deemed to not be Confidential Information, unless otherwise specified in the IBC or the rules and regulation thereunder: (i) information which is or becomes generally available to the public other than as a result of a disclosure or wrongful act by you or your Representatives under this Undertaking; (ii) was known to you as evidenced by written documentation prior to its being disclosed to you; (iii) is received by you on a non-confidential basis from a source other than the Disclosing Party or any of its representatives, provided that such source is not bound by a confidentiality undertaking with or other contractual, legal or fiduciary obligation of confidentiality to the Disclosing Party or any other party with respect to such information; or (iv) is disclosed as per any applicable law.

You and your Representatives, in terms of applicable laws and IBC including but not limited to Section 29(2) of IBC and Regulation 36(4) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 will (i) maintain confidentiality of the Confidential Information; (ii) not use any such Confidential Information to cause an undue gain or undue loss to yourself or any other person; (iii) comply with provisions of law for time being in force relating to confidentiality and insider trading; (iv) protect intellectual property of the Disclosing Party mentioned in the Confidential Information; (v) not share the Confidential Information with any third party unless (i) and (ii) above are complied with.

The Disclosing Party (i) does not make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by it or the assumptions on which it is based nor (ii) shall the Disclosing Party be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by it or be otherwise liable to you or any other person in respect of the Confidential Information.

You agree that upon the written request of the Disclosing Party, any materials or documents containing the Confidential Information which have been provided to you by the Disclosing Party shall be returned, along with all other documents in relation thereto as soon as possible and in any event within 10 (ten) days of the receipt of such written request by the Disclosing Party.

You agree that you will be responsible for any breach of this Undertaking by any of your Representatives. You will provide a notice in writing to the Disclosing Party in the event any breach, misuse or misappropriation of such Confidential Information has occurred. Further, you agree to promptly take all necessary measures to cure such breach, misuse or misappropriation and to mitigate its effects and keep the Disclosing Party apprised of all steps taken in this regard. You also agree to ensure that all efforts will be made by you to prevent further breach, misuse or misappropriation of the Confidential Information.

You agree and acknowledge that breach of any of the obligations under this Undertaking would result in irreparable harm to the Disclosing Party for which damages alone would not be an adequate remedy. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Undertaking.

All remedies available to the Disclosing Party whether provided herein or conferred by law, custom, trade or usage are cumulative and not alternative and may be enforced successively or concurrently.

It is understood and agreed that no failure or delay by the Disclosing Party 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.

This Undertaking shall be governed by and construed in accordance with the laws of India. Any action, suit or proceeding relating to this Undertaking shall be submitted to the non-exclusive jurisdiction of the courts of Mumbai.

This Undertaking may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any provision of this Undertaking shall not be amended or modified in whole or in part, except by an Undertaking in writing signed by you and the Disclosing Party.

Please confirm your Undertaking with the foregoing by signing and returning one copy of this Undertaking to the undersigned, whereupon this Undertaking shall become a binding Undertaking between you and the Disclosing Party.

Yours Sincerely,

**Mr. Abhilash Lal,**  
**Resolution Professional**  
**for and on behalf of Jhabua Power Limited**

We agree that we will comply with all the terms and conditions aforesaid of this Undertaking.

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On behalf of [*Insert Name*]

Name:

Title: