

Confidentiality Undertaking

[To be procured and printed by the bidder on the stamp paper of appropriate amount (of not less than INR 600) as per the stamp act and rules applicable to the State of execution.]

This confidentiality undertaking (“**Undertaking**”) has been signed by _____, having its office at _____ acting through Mr./Ms. _____, its authorized signatory / authorized representative (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context, include its successors in business, legal representatives, permitted assigns, administrators in business, administrators, resolution professional and liquidator) in favour of **Jaiprakash Associates Limited**, a company registered under Companies, Act, 1956 (hereinafter referred to as the “**Company**” / “**Corporate Debtor**”) on this _____ day of _____ 2024.

This Undertaking shall inure to the benefit of the Company and Mr. Bhuvan Madan, an Insolvency Professional having Registration Number IBBI/IPA-001/IP-P01004/2017-2018/11655, in his capacity as the Resolution Professional of the Company (“**RP**”).

The RP and the Company (and their respective officers, employees, advisors or any other authorized person acting on their behalf) are hereinafter collectively referred to as “**Disclosing Party/ies**”).

WHEREAS

1. The Company is currently undergoing corporate insolvency resolution process (“**CIRP**”) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”) in terms of the order of the Hon’ble National Company Law Tribunal, Allahabad Bench (“**NCLT**”) dated June 03, 2024. Mr. Bhuvan Madan, an Insolvency Professional having Registration Number IBBI/IPA-001/IP-P01004/2017-2018/11655, had been appointed as the interim resolution professional of the Corporate Debtor *vide* the said order, who has subsequently been confirmed as the RP in terms of Section 22 of the Code.
2. The Company is having certain cement plants located in Madhya Pradesh and Uttar Pradesh, as more particularly described in the public announcement dated 27 December 2024 (“**Cement Plants**”) and is seeking proposals/bids from interested parties having experience in manufacturing of cement, to undertake the operations at such Cement Plant(s) of the Company, subject to the compliance with applicable laws and terms of ‘request for proposal’ document proposed to be issued in respect of the bidding process (“**Proposed Transaction**”).

3. To that end, in order for the Bidder to be able to participate in the aforesaid bid process in respect of the Proposed Transaction and submit its bid / proposal, the Disclosing Parties are required to share certain information pertaining to the Company with the Bidder, after receiving an undertaking from the Bidder to the effect that the Bidder shall maintain confidentiality of the information shared and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the confidentiality terms as set out herein.

THEREFORE, the Bidder hereby declares and undertakes as follows:

4. The Bidder declares and undertakes that it will not divulge any information including any information of the Company disclosed to it by the Disclosing Parties, whether on or after the date of execution of this Undertaking, including without limitation any information: (i) in relation to the CIRP of the Company; (ii) in relation to financial, operational or other aspects of the Company; (iii) in relation to the Cement Plants and / or the Proposed Transaction; and / or (iv) any other information made available to the Bidder, through oral, electronic (including through virtual data room) or written communication or through any mode, and the same shall constitute “**Confidential Information**”. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall be deemed as Confidential Information.
5. The Bidder further unconditionally and irrevocably undertakes and declares that:
 - a) the Confidential Information shall be kept confidential by the Bidder and shall be used solely towards bidding for the Proposed Transaction and as allowed under the applicable laws and the terms of this Undertaking;
 - b) The Bidder shall not use the Confidential Information to cause any undue gain or undue loss to itself or any other person;
 - c) The Bidder shall comply with all provisions of law for the time being in force relating to confidentiality and insider trading in relation to such Confidential Information;
 - d) The Bidder shall protect any intellectual property of the Company which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with any directors, officers, employees or advisors or identified investors of the Bidder (“**Third Party(ies)**”), by the Bidder, in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this Undertaking, on a strict need-to-know basis and only

to the extent necessary for and in relation to bidding for the Proposed Transaction, provided that the Bidder binds such Third Parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Undertaking. The Bidder shall be responsible for any breach of the confidentiality obligations by such Third Parties to whom it shares the Confidential Information in accordance with this Undertaking;

- f) The Bidder shall ensure that all Confidential Information is kept safe and secured at all times and is properly protected from any unauthorised access, use, dissemination, copying, theft, damage, loss or leakage;
 - g) The Bidder shall take all necessary steps to safeguard the privacy and confidentiality of the information shared and shall ensure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and any other matter pertaining to the Company as may be specified in the information shared; and
 - h) The Bidder shall be responsible for any breach of obligations under this Undertaking (including any breach of confidentiality obligations by any Third Party) and shall indemnify and hold harmless the Disclosing Parties and their representatives, advisors and agents, for any loss, damages and costs incurred by either of them due to such breach of obligations by the Bidder, Third Party(ies), and / or any person acting on its behalf.
6. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
- a) information which, at the time of disclosure to the Bidder was already in the public domain without violation of any provisions of applicable laws;
 - b) information which, after disclosure to the Bidder becomes publicly available and accessible without violation of applicable laws or a breach of this Undertaking;
 - c) information which was, lawfully and without any breach of this Undertaking, in the possession of the Bidder prior to its disclosure, as evidenced by the records of the Bidder;
 - d) information that is received by the Bidder from a third party, who to the knowledge of the Bidder after having conducted reasonable enquiry into the authority of such third party to possess and divulge the same, is not in breach of its confidentiality obligations . Provided that upon the Bidder obtaining knowledge of a breach or the possibility of a breach by such

third party of its confidentiality obligations, the Bidder shall promptly notify the RP of such breach or potential breach and refrain from any usage or dissemination of such information; and;

- e) information that is required to be disclosed by the Bidder (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority or the guidelines of a regulatory/administrative authority or stock exchange, provided however the Bidder must provide sufficient prior intimation of such disclosure to the RP so that the RP may take appropriate steps (including seeking an injunctive from court of competent jurisdiction) to protect and preserve the Confidential Information.
7. The Bidder shall, and shall cause the Third Parties to, forthwith return, destroy, delete, permanently erase, and not access the Confidential Information upon the earlier of: (i) a written request / intimation by the Disclosing Parties; or (ii) decision taken by the Bidder to not submit its bid in respect of the Proposed Transaction or otherwise pursue or move forward with its participation in the bid process; or (iii) bid of any other bidder being approved as part of the bid process.
 8. In the event of breach or threatened breach of the terms of this Undertaking, the Disclosing Parties shall be entitled to all remedies available under law or equity. Damages may not be an adequate remedy for a breach of this Undertaking, and without prejudice to generality of above, the Disclosing Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Undertaking. The Bidder shall indemnify and hold harmless the Company, RP, its representatives, agents and advisors for all losses, damages and costs incurred or suffered by the Company, RP, its representatives, agents and advisors on account of any breach of this Undertaking by the Bidder and / or the Third Parties.
 9. Nothing contained in this undertaking shall be deemed to require or obligate the Company, RP, its representatives, agents, advisors to disclose any or whole of Confidential Information to the Bidder, and any such disclosure shall be subject to the requirements of the Code and the rules and regulations framed thereunder.
 10. No representation or warranty has been provided by the Disclosing Parties in relation to the authenticity or adequacy of the information provided to the Bidder, including Confidential Information, and the Bidder would not have any claim against the Disclosing Parties in relation to any information provided.

11. Nothing in this Undertaking shall have the effect of limiting or restricting any liability of the Bidder and/ or Third Party arising as a result of fraud or wilful default.
12. The Bidder hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Undertaking.
13. The terms of this Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder with the prior written consent of the Company / RP that expressly modifies or waives any such term.
14. This 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 courts and tribunals at [Allahabad] shall have exclusive jurisdiction over matters arising out of or relating to this Undertaking.
15. The Undertaking shall be in conjunction to any other undertakings provided by the Bidder to the RP and/ or Company.

Encl: Board resolution / Power of Attorney authorising the execution of the undertaking¹.

Signed on behalf of

(Name of Bidder)

By

(Name and Designation)

Authorised Signatory

¹ Note: This is applicable in the case of corporate persons.