

[On company letter head]

**Undertaking on Criteria**

**[As specified by the committee under clause (h) of sub-section (2) of section 25 of the IBC, 2016]**

I/We, \_\_\_\_\_ jointly with \_\_\_\_\_, being the Resolution Applicant/s, hereby undertake that I/we meet the criteria as approved by Committee of Creditors under clause (h) of sub-section (2) of section 25 of the IBC, 2016 and Rules and Regulations made there under of Sintex Prefab & Infra. Ltd. and specified in the “Detailed Invitation of EOI” dated 19.06.2021.

I/We further undertake that we shall intimate the Resolution Professional forthwith if I/we do not meet the eligibility criteria under the above section or under any other provisions of the Insolvency Bankruptcy code, 2016 and Rules and Regulations thereto, at any time during the Corporate Insolvency Resolution Process.

For \_\_\_\_\_

Date :

Authorized Signatory

Place :

[On company letter head]

**Undertaking on Confidentiality**

I/We, \_\_\_\_\_ jointly with \_\_\_\_\_, being the Resolution Applicant/s, hereby undertake that I/we hereby undertake that I/we shall maintain confidentiality of the information provided to us about the Corporate Debtor or other information provided 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 of the IBC, 2016.

In particular, but without prejudice to the generality of the foregoing, no representation or warranty whatsoever is given in relation to the reasonableness or achievability of the projections contained in this Information Memorandum or in relation to the bases and assumptions underlying such projections and you must satisfy yourself in relation to the reasonableness, achievability and accuracy thereof. The recipient acknowledges that it will be solely responsible for its own assessment of the market projections and future prospects/performance of the corporate debtor.

Memorandum and the information contained therein is confidential and subject to the undertaking executed between the corporate debtor and the recipient in pursuance of Section 29 (2) of the Code. The recipient by way of the undertaking, unconditionally acknowledges to undertake to (a) comply with the provisions of the law for the time being in force relating to confidentiality and insider trading (b) protect the intellectual property of the corporate debtor it may have access to and (c) is statutorily obligated not to share the information memorandum or its contents with third parties unless (a) and (b) above have been complied with. The recipient further also acknowledges that the information contained in the information memorandum shall not be used to cause undue gain or undue loss to itself or to any other persons and that the recipient shall comply with the requirements under Section 29(2) of the Code.

For \_\_\_\_\_

**Date :**

**Authorized Signatory**

**Place :**

[On company letter head]

**Undertaking on Information Provided**

I/We, \_\_\_\_\_ jointly with \_\_\_\_\_, being the Resolution Applicant/s, hereby undertake that I/we hereby undertake that I/we that 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 the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code.

[AFFIDAVIT ON STAMP PAPER OF RS 300]

**Undertaking regarding  
Eligibility under section 29A of the IBC, 2016;**

**( NOTE: EACH PAGE OF THE AFFIDAVIT IS REQUIRED TO BE SIGNED BY THE PROSPECTIVE RESOLUTION APPLICANT AT THE BOTTOM OF THE PAGE AND ON THE EXECUTION PAGE, THE DEPONENT MUST AFFIX HIS/HER FULL SIGNATURE AND ADDITIONALLY AFFIX THE RUBBER STAMP SEAL (IF ANY) OF THE PROSPECTIVE RESOLUTION APPLICANT.**

**WHERE THE RESOLUTION APPLICANT IS A CONSORTIUM, THE AFFIDAVIT SET OUT BELOW IS TO BE PROVIDED BY EACH MEMBER OF THE CONSORTIUM.)**

I, ....., S/o Shri ..... aged ..... years, residing at .....designated as [.....] of [.....]  
**(Resolution Applicant)** having its registered office at\_\_do solemnly affirm and declare on oath as under: -

1. I state that Corporate Insolvency Resolution Process has been initiated against “Sintex Prefab & Infra Limited (**Corporate Debtor**) vide order dated 24.02.2021 (**Admission Order**) passed by National Company Law Tribunal, Ahmedabad Bench (**Adjudicating Authority**) in an application filed by Financial Creditor against the Corporate Debtor under Section 7 of the Insolvency and Bankruptcy Code, 2016 and CA Chandra Prakash Jain has been appointed as Interim Resolution Professional of the Corporate Debtor. The Copy of Order was received by IRP on 02.03.2021, thus 02.03.2021 is the commencement date of CIRP.
2. That on passing of the order dated 24<sup>th</sup> February, 2021 by the NCLT, the powers of the board of directors of Sintex Prefab & Infra Ltd. stood suspended & now vest in CA Chandra Prakash Jain.
3. I state that the present affidavit is sworn by me on behalf of the Resolution Applicant in compliance of section 29A of the IBC.
4. I on behalf of the Resolution Applicant and any other person acting jointly or in concert with the Resolution Applicant hereby confirm that:
  - (i) The Resolution Applicant and any connected person as per the Explanation I provided under section 29A of the IBC is not an undischarged insolvent; or
  - (ii) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC, is not identified as a willful defaulter in accordance with the guidelines of the Reserve Bank

of India issued under the Banking Regulation Act, 1949; or

- (iii) At the time of submission of the Scheme of Arrangement, the account of the Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC or an account of the corporate debtor under the management or control of such person of whom such person is a promoter, IBC is not classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or guidelines of a financial sector regulator issued under any other law at the time being in force and at least a period of one year or more has lapsed from the date of such classification till the date of commencement of corporate insolvency resolution process of the corporate debtor and that I have not failed to make the payment of all overdue amounts with interest thereon and charges relating to non-performing asset before submission of Scheme of Arrangement ; or
- (iv) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not been convicted for any offence punishable with imprisonment for 2 years or more under any Act specified in the Twelfth Schedule or for seven years or more under any law for the time being in force or a period of two years has expired from the date of release of such imprisonment; or
- (v) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not been disqualified to act as a director under the Companies Act 2013; or
- (vi) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not been prohibited by the Securities and Exchange Board of India from trading in securities or assessing the securities markets; or
- (vii) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not indulged in preferential transaction or undervalued transaction or fraudulent transaction in respect of which an order has been made by the Adjudicating Authority under the IBC; or
- (viii) The Resolution Applicant and any connected person as per Explanation I provided under section 29A of the IBC have not executed a guarantee in favor 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 IBC and no such guarantee has been invoked by the creditor or remains unpaid in full or part; or
- (ix) The Resolution Applicant and any connected person a per Explanation I provided under section 29A of the IBC are not subject to any disability, corresponding to clauses mentioned above under any law in

a jurisdiction outside India.

5. That the Resolution Applicant unconditionally and irrevocably agrees and undertakes that it shall make full disclosure in respect of itself and all its connected persons as required under Regulation 38(3) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, as applicable to the corporate insolvency resolution process of the Corporate Debtor.
6. That neither the Resolution Applicant, nor any other person acting jointly or in concert with the Resolution Applicant, nor any 'connected person' (as defined under Section 29A of the Code) has:
  - (a) withdrawn or sought any deviation to its resolution plan in any corporate insolvency resolution process, or avoided or delayed or defaulted in the implementation of the resolution plan approved by the committee of creditors / Adjudicating Authority; or delayed or failed to implement any conditions as contained in the process document / note issued under any corporate insolvency resolution process (including the submission of any guarantee / security documents as envisaged under the process document / note of any corporate insolvency resolution process);
  - (b) had any resolution plan filed by it withdrawn / rejected or applied to be withdrawn / rejected from the Adjudicating Authority / committee of creditors owing to any non-compliance / default by it;
  - (c) failed to implement its resolution plan approved by committee of creditors / Adjudicating Authority in accordance with its terms; or
  - (d) in order to avoid the obligations under its resolution plan approved by committee of creditors / Adjudicating Authority, challenged the process document / note or process there under issued by a resolution professional / committee of creditors with respect to a corporate insolvency resolution process, in any court of law or sought any deviation from the resolution plan submitted by it which is not acceptable to the committee of creditors of the relevant matter.
7. That the Resolution Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code (read with the relevant regulations framed there under) to submit an expression of interest and a resolution plan and it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate that the Resolution Applicant is eligible under the applicable provisions of the Code and the rules and regulations there under to submit a resolution plan in respect of the Company.
8. That the Resolution Applicant understands that the RP and the CoC may evaluate the expression of interest and / or resolution plan to be submitted by the 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 Resolution Applicant under this undertaking.

9. That in the event any of the statements contained herein are found to be untrue or incorrect, then the Resolution Applicant unconditionally agrees to indemnify and hold harmless the RP and each member of the CoC against any losses, claims or damages incurred by the RP and / or the members of the CoC on account of such ineligibility of the Resolution Applicant.

**(Deponent)**

## VERIFICATION

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 therefrom.

### **(Deponent)**

I/We, \_\_\_\_\_ jointly with \_\_\_\_\_, being the Resolution Applicant/s, hereby undertake that I/we hereby undertake that I/we that 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 the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code; and