# ANNEXURE I

# GENERAL UNDERTAKING BY PROSPECTIVE RESOLUTION APPLICANT

*[on stamp paper of appropriate value*]

This is in relation to the ongoing corporate insolvency resolution process of Unibera Developers Private Limited (“**Corporate Debtor**”) in terms of the Insolvency and Bankruptcy Code, 2016 (“**Code**”). In terms of Section 25(2)(h) of the Code and Regulation 36A of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the resolution professional of the Corporate Debtor (“**RP**”) has issued an invitation for expression of interest dated April 11th, 2023 for inviting expressions of interest from prospective resolution applicants (“**Invitation**”). One of the requirements of the Invitation is that the prospective resolution applicants are required to submit the undertakings contained herein at the time of submission of the expression of interest.

In furtherance of the foregoing, I, [*name of the chairman/managing director/director/authorized person of resolution applicant*], son of *[\_\_\_\_\_\_]*, aged about *[\_\_\_\_\_\_]* years, currently residing at *[Address to be inserted] and having Aadhaar / Passport number [\_\_\_\_\_\_]*, on behalf of *[name of the resolution applicant]* having registered office at *[\_\_\_\_\_\_\_] (“****Applicant****”, which term also includes any person acting jointly or in concert with the Applicant)* [pursuant to authorization of the Board of the Applicant dated *[\_\_\_\_\_\_]* (as enclosed herewith)][[1]](#footnote-2)*,* do hereby undertake and confirm to the committee of creditors (“**CoC**”) of the Corporate Debtor and the RP as follows:

1. The Applicant meets the eligibility criteria specified in the Invitation of Expression of Interest and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Applicant is eligible in terms of the eligibility criteria set out in the Invitation and is also eligible under the Code and the rules and regulations thereunder to submit an expression of interest in respect of the Corporate Debtor;

1. It shall provide relevant information and records to enable an assessment of ineligibility in terms of the Code and that it shall intimate the resolution professional forthwith if it becomes ineligible at any time during the corporate insolvency resolution process; and

1. That every information and records provided in connection with or in the expression of interest is true and correct and discovery of any false information or record at any time shall render the Applicant ineligible to submit resolution plan for the Corporate Debtor, lead to forfeiture of any refundable deposit and attract penal action under the Code.

This undertaking shall be governed in accordance with the laws of India and the courts/tribunals at New Delhi shall have the exclusive jurisdiction over any dispute arising under this undertaking.

For the avoidance of doubt, it is clarified that this undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Insert name of Potential Resolution Applicant*] by Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Designation)

Authorised Signatory

# ANNEXURE II

# UNDERTAKING UNDER SECTION 29A

*[on stamp paper of appropriate value]*

I, [*name of the chairman/managing director/director/authorized person of resolution applicant*], son of *[\_\_\_\_\_\_]*, aged about *[\_\_\_\_\_\_]* years, currently residing at *[Address to be inserted] and having Aadhaar / Passport number [\_\_\_\_\_\_]*, on behalf of *[name of the resolution applicant]* having registered office at *[\_\_\_\_\_\_\_] (“****Applicant****”)* pursuant to authorization of the Board of the Applicant dated *[\_\_\_\_\_\_]* (as enclosed herewith)*,* do solemnly affirm and state to the committee of creditors (“**CoC**”) of Unibera Developers Private Limited (“**Corporate Debtor**”) and the resolution professional of the Corporate Debtor (appointed from time to time) (“**RP**”) as follows:

1. That I am duly authorized and competent to make and affirm the instant undertaking for and on behalf of the Applicant in terms of [resolution of its board of directors/ power of attorney dated [\_\_\_\_]]. I hereby unconditionally state, submit and confirm that the document is true, valid and genuine.

1. I hereby unconditionally state, submit and confirm that the Applicant is not disqualified from submitting an expression of interest in respect of the Corporate Debtor, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”).

1. I hereby state, submit and declare that neither the (i) Applicant nor (ii) any person acting jointly or in concert with the Applicant nor (iii) any person who is a connected person (as defined under the provisions of the Code) of (a) the Applicant or (b) any person acting jointly or in concert with the Applicant):
	1. is an undischarged insolvent;

* 1. is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);

* 1. at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor: [Provided that nothing in this paragraph 3(c) applies to the Applicant since the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor][[2]](#footnote-3);

* 1. has been convicted for any offence punishable with imprisonment –

(i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force:

Provided that this paragraph 3(d) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I under Section 29A of the Code;

* 1. is disqualified to act as a director under the Companies Act, 2013 (18 of 2013): Provided that this paragraph 3(e) shall not apply in relation to a connected person referred to in clause (iii) of Explanation I under Section 29A of the Code;

* 1. is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

* 1. has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code: Provided that this paragraph 3(g) shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the Applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such Applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

* 1. has executed a guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code and such guarantee has been invoked by the creditor and remains unpaid in full or part;

* 1. is subject to any disability, corresponding to paragraphs (a) to (h), under any law in a jurisdiction outside India; or

* 1. has a connected person (as defined under Section 29A of the Code) not eligible under paragraphs (a) to (i)

[For the purposes of this paragraph 3, nothing in clause (iii) of Explanation I under Section 29A of the Code applies to the Applicant given that the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party of the Corporate Debtor][[3]](#footnote-4).

1. [That the Applicant is a financial entity (as defined under Section 29A of the Code) and is not a related party to the Corporate Debtor][[4]](#footnote-5)
2. That the Applicant unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of the Code and the rules and regulations thereunder to submit an expression of interest and that it shall provide all documents, representations and information as may be required by the RP or the CoC to substantiate to the satisfaction of the RP and the CoC that the Applicant is eligible under the Code and the rules and regulations thereunder to submit an expression of ignterest in respect of the Corporate Debtor.

1. That the Applicant unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this undertaking.

1. That the Applicant understands that the CoC and the RP may evaluate the expression of interest to be submitted by the 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 Applicant under this undertaking.

1. That the Applicant agrees that each member of the CoC and the RP are entitled to rely on the statements and affirmations made in this undertaking for the purposes of determining the eligibility and assessing, agreeing and approving the expression of interest submitted by the Applicant.

1. That in the event any of the above statements are found to be untrue or incorrect, then the Applicant unconditionally agrees that the same shall render the Applicant ineligible to submit resolution plan for the Corporate Debtor, apart from any other action under applicable law.

1. That the Applicant agrees and undertakes to disclose/inform forthwith, to the RP and the members of the CoC, if the Applicant becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) or persons acting in concert or jointly with it, which would make it ineligible under any of the provisions of Section 29A of the Code at any stage of the corporate insolvency resolution process of the Corporate Debtor, after the submission of this undertaking.

1. That this undertaking shall be governed in accordance with the laws of India and the courts/tribunals at New Delhi shall have the exclusive jurisdiction over any dispute arising under this undertaking.
2. For the avoidance of doubt, it is clarified that this undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Insert name of Potential Resolution Applicant*] by Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Designation)

Authorised Signatory

# ANNEXURE III

# CONFIDENTIALITY UNDERTAKING

***[TO BE PRINTED ON THE STAMP PAPER OF APPROPRIATE AMOUNT AS PER THE STAMP ACT APPLICABLE TO THE STATE OF EXECUTION.]***

**CONFIDENTIALITY UNDERTAKING**

This confidentiality undertaking has been signed on \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Insert name of Potential Resolution Applicant*], having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting through Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the authorized signatory / authorized representative (“**Recipient**”, which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, insolvency professional, liquidator and assigns or legal representatives) in favour of Mr **Ayyagari Viswanadha Sarma**, an insolvency professional having registration no. IBBI/IPA-001/IP-P-01524/2018-2019/12396 in his capacity as the resolution professional for the Corporate Debtor (as hereinafter defined).

WHEREAS Unibera Developers Private Limited, a company registered under Companies, Act, 1956 (hereafter referred as “**Corporate Debtor**”) is under corporate insolvency resolution process *vide* National Company Law Tribunal (“**NCLT**”) (New Delhi Bench) order dated January 13th, 2023 and Mr. Ashok Kumar Jalan having registration no. IBBI/IPA-001/IP-P00168/2017-18/10337 was appointed as interim resolution professional (“I**RP**”, which term shall include its assigns, successors, authorised representative). Subsequently, vide an order dated March 16th, 2023, which was made available to the Resolution Professional on March 22nd, 2023, Hon’ble NCLT replaced Mr. Ashok Kumar Jalan and appointed Mr. Ayyagari Viswanadha Sarma having registration no. IBBI/IPA-001/IP-P-01524/2018-2019/12396 as the Resolution Professional (“RP”). (“**RP**”, which term shall include its assigns, successors, authorised representative and any resolution professional for the Corporate Debtor as appointed from time to time).

WHEREAS the RP is preparing to share with the Recipient some information including but not limited to the information memorandum (“**Information Memorandum**”) as per Section 29 of the Insolvency & Bankruptcy Code, 2016 (“**Code**”) and Regulation 36 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (“**CIRP Regulations**”) in respect of the Corporate Debtor.

WHEREAS the RP is required to share the Information Memorandum after receiving an undertaking from recipient of information to the effect that such recipient shall maintain confidentiality of the information contained in the Information Memorandum 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 Section 29(2) of the Code.

**THEREFORE, the Recipient hereby unconditionally and irrevocably** **declares and undertakes as follows:**

1. The Recipient undertakes and declares that it will not divulge any part or whole of any information of the Corporate Debtor including any information contained in the Information Memorandum, any other “relevant information” as defined under Explanation to section 29 of the Code, and any other information related to Corporate Debtor of which access is provided to the Recipient during the period of corporate insolvency resolution process of the Corporate Debtor, through oral or written communication or through any mode and same shall constitute **“Confidential Information”**. Additionally, any information or documents generated or derived by the Recipient that contains, reflects or is derived from any Confidential Information shall also be deemed as “**Confidential Information**”.

1. The Recipient further unconditionally and irrevocably undertakes and declares that:
	1. the Confidential Information shall be kept confidential by the Recipient and shall be used solely in accordance with the terms of the Code;
	2. the Recipient shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Corporate Debtor, the RP or any other person;
	3. the Recipient shall comply with the requirements under sub-section (2) of section 29 of the Code, and other provisions of law for the time being in force relating to confidentiality and insider trading;
	4. the Recipient shall protect any intellectual property of the Corporate Debtor which it may have access to;
	5. the Recipient shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorised access, use, dissemination, copying, theft or leakage;
	6. the Recipient shall immediately destroy and permanently erase all Confidential Information upon the approval of a resolution plan by the NCLT under Section 31(1) of the Code or upon an order for liquidation of the Corporate Debtor being passed by the NCLT under Section 33 of the Code, unless otherwise waived or required under the Code: provided, however, that the Recipient shall be permitted to retain copies of Confidential Information to the extent and duration for which it is strictly necessary to comply with applicable law or established document retention policies subject to (i) prior intimation to the RP and Corporate Debtor as to the information retained, applicable law or established document retention policy under which it is retained and duration of such retention, and (ii) such copies being held by Recipient and kept confidential as per the terms of this confidentiality undertaking and the Code;
	7. the Recipient shall take all necessary steps to safeguard the privacy and confidentiality of the Confidential Information and shall use its best endeavours to secure that no Representative (as defined below) divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Corporate Debtor, all information related to disputes by or against the Corporate Debtor and any other matter pertaining to the Corporate Debtor as may be specified in the Information Memorandum or otherwise; and,
	8. the Recipient shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any Representative).

1. The Recipient agrees, acknowledges, and undertakes that the Confidential Information may only be disclosed to and shared with any officers, directors, employees, existing shareholders/ investors, or advisors of the Recipient, or, upon prior intimation to the RP, with identified co-investors or lenders of the Recipient, (collectively, referred to as, “**Representatives**”), in accordance with applicable laws in relation to confidentiality and insider trading, the Code and the CIRP Regulations, and the terms of this confidentiality undertaking, on a strict need-to-know basis and only to the extent necessary for and in relation to the corporate insolvency resolution process of the Corporate Debtor, provided that the Recipient shall bind such Representatives by way of undertakings/ agreements, to terms at least as restrictive as those stated in this confidentiality undertaking.

1. Notwithstanding anything to the contrary contained herein, it is clarified that the obligation to maintain confidentiality of Confidential Information shall not apply to:
	1. information which, at the time of disclosure to the Recipient was already in the public domain without violation of any provisions of applicable laws;
	2. information which, after disclosure to the Recipient becomes publicly available without any breach of this confidentiality undertaking or violation of applicable laws;
	3. information which was, lawfully and without any breach of this confidentiality undertaking, in the possession of the Recipient prior to its disclosure, as evidenced by the records of the Recipient;
	4. information that is mandatorily required to be disclosed by the Recipient (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 the regulatory/administrative authority or the stock exchange.

1. The Recipient agrees that the RP makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Recipient. The Recipient further agrees that, the RP shall not be liable to the Recipient and/or the Representatives for any damage arising in any way out of the use of the Confidential Information and the Recipient and/or the Representatives shall not have any claim against the RP or the Corporate Debtor in relation to any information provided to the Recipient.

1. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.

1. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the RP shall be entitled to the remedies of injunction, specific performance, other equitable relief for a threatened or actual breach of this confidentiality undertaking. The remedies herein provided shall be cumulative and not exclusive of any remedies provided by law.

1. The Recipient hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this confidentiality undertaking.

1. This confidentiality 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/tribunals at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

1. This confidentiality undertaking shall become binding on the Recipient from the date hereinabove written.

1. The confidentiality undertaking shall be in addition to any other undertakings provided by the Recipient to the RP. For the avoidance of doubt, it is clarified that this confidentiality undertaking shall inure to the benefit of any RP appointed for the Corporate Debtor from time to time.

Signed on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Insert name of Potential Resolution Applicant*] by Mr/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Designation)

Authorised Signatory

## ANNEXURE IV

**EXPRESSION OF INTEREST**

## *[On the letterhead of the entity submitting the expression of interest]*

To [Date]

Mr. Ayyagari Viswanadha Sarma

Deloitte India Insolvency Professionals LLP,

7th Floor, Building 10, Tower B,

DLF Cyber City, Phase II, Gurgaon, Haryana -122002

Subject: Submission of Expression of Interest (EOI) for Unibera Developers Private Limited.

Dear Sir,

This is with reference to your public advertisement in Financial Express and Dainik Savera on 11th April 2023, inviting EOIs to submit the resolution plan for Unibera Developers Private Limited. We hereby submit our EOI.

We have attached the necessary information and supporting documents required to be submitted with EOI for your review and evaluation. We hereby confirm that the information provided by us in this EOI is true, correct and accurate to the best of our knowledge.

We understand that you reserve the right to seek any clarification or additional information or document from us and we shall promptly furnish such requirements upon your request. We further understand that you reserve the right to determine our eligibility for submission of the resolution plan for Unibera Developers Private Limited, and may reject the EOI submitted by us without assigning any reason whatsoever.

Thank you.

On behalf of: [insert name of the firm/company/organization]:

Signature:

Name of signatory:

Designation:

Company Seal/stamp

Place:

Date:

**SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED WITH EOI**

* Profile of Resolution Applicant;
* Legal Documents: Copies of Certificate of Registration / Incorporation and Constitutional Documents (Memorandum and Articles of Association / Bye laws of Cooperative / society / association of Home buyers ), of Resolution Applicant;
* Copy of PAN, Aadhar card for individual;
* Address proof;
* For Net-worth: Certified true copies of Audited financial statements of immediately preceding 3 (three) years of PRA and / or its promoter / promoter group or any other group company as per eligibility criteria or CA certificate for Net worth as applicable; (not applicable for Co-operative / Society of Home Buyers)
* For Turnover: Certified true copies of Audited financial statements of immediately preceding 5 (five ) years of PRA and / or its promoter / promoter group or any other group company as per eligibility criteria or CA certificate for turnover as applicable., (not applicable for Co-operative / Society of Home Buyers)
* Certified true copy of Audited Financial Statements alongwith auditors report thereon for immediately preceding 3 (three) years;
* Undertaking for fulfillment of Eligibility Criteria as per Annexure - I alongwith details as per Annexure – V;
* Confidential Undertaking – Annexure – III;
* Declaration and Undertaking under section 29A of IBC 2016 – Annexure – II & VII;
* Undertaking for site visit – Annexure – VIII;
* A notarized declaration from PRA in order to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that PRA shall provide all relevant documents for its promoter / promoter group or any other group company, if required to meet the eligibility criteria;
* Registration details of the *Cooperative / society /association of Home Buyers and* details of Home Buyers who are member of Resolution Applicant along with their flat number along with a certificate that cooperative / society has been formed exclusively by Home Buyers of incumbent unit holders / Allottees of Unibera Developers Private Limited only (*applicable in the case of Cooperative / society /association of Home Buyers only*)
* Any other documents / information which prospective Resolution Applicant finds necessary to share or as may be notified by the RP from time to time.

**ANNEXURE V**

**GENERAL INFORMATION OF PROSPECTIVE RESOLUTION APPLICANT (PRA)**

1. **Name and address (with proof) of the Resolution Applicant:**
2. **Date of establishment of Resolution Applicant / Promoter Group alongwith supporting document:**
3. **Core area of expertise of Resolution Applicant:**
4. **Contact Person:**

 Name:

 Designation:

 Telephone No:

 Mobile No.:

 Email:

1. **PAN No, CIN No and / or Aadhar No or equivalent details of Resolution Applicant along with copy of supporting documents:**
2. **Company / Organisation Profile:**
3. Company’s / Organisation’s Financial Profile (consolidated / standalone as applicable):

(**Note**: The Company / organization profile should necessarily include tangible net worth of the preceding three years and total turnover of the preceding five years. Where the entity submitting the EOI is a financial investor / fund entity, please provide details pertaining to “assets under management” and/ or “committed funds” for the preceding three years or the committed funds available as on 31st March 2022 for investment. Where the entity submitting EOI is Cooperative / Society formed by Home Buyers, please give details of its members along with their flat number, members giving consent for submitting EOI). Members participating in voting process, manner of conducting etc.)

1. Experience in the relevant sector(s):
2. History if any, of the company or affiliates of the company being declared a ‘wilful defaulter’ or ‘non- cooperative borrower’ pr ‘non-performing asset’:
3. Details of Consortium / SPV, if any, as per Annexure **– I**;

(Note: In case of consortium / SPV, the details set out above are also to be provided for each of the member of the consortium / sponsors of SPV)

**ANNEXURE VI**

**Details of Consortium/Sponsors of SPV**

|  |  |  |
| --- | --- | --- |
| **Name of the Member** | **% of Share in the Consortium/SPV** | **Nominated as Lead** |
|  |  |  |
|  |  |  |
|  |  |  |

**ANNEXURE VII**

**INFORMATION FOR VERIFICATION OF ELIGIBILITY UNDER SECTION 29A OF INSOLVENCY & BANKRUPTCY CODE, 2016 AND REGULATION 36A(7) OF THE IBBI (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE PERSONS), REGULATIONS, 2016**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Information Required** | **Whether completed** | **Documentary Evidence Provided** |
| 1 | Whether the resolution applicant or any of its connected persons is declared as undischarged insolvent under any law in India or in jurisdiction outside India. |  |  |
| 2 | Whether the resolution applicant or any of its connected persons are declared as ‘wilful defaulter(s)’ in accordance with the guidelines of RBI under Banking Regulation Act, 1949. |  |  |
| 3 | Whether any account under the management or control of resolution applicant or any of its connected persons as promoter , has been classified as non performing assets in accordance with guidelines of RBI and at least one year has lapsed from the date of such classification .  |  |  |
| 4 | Whether the resolution applicant or any of its connected persons has been convicted for any offence punishable with imprisonment – (i) for two years or more under any Act specified under the Twelfth Schedule; or (ii) for seven years or more under any law for the time being in force under laws of India and/or any law in jurisdiction outside India. |  |  |
| 5 | Whether the resolution applicant (if an individual) is disqualified to act as a director under the Companies Act, 2013. |  |  |
| 6 | Whether the resolution applicant or any of its connected persons, prohibited by SEBI from trading in securities or accessing the securities market. |  |  |
| 7 | Whether the resolution applicant or any of its connected persons has been a promoter or in the management or control of a corporate debtor in which transactions under Section 43, 45, 50 and 66 has taken place and in respect of which an order has been made by the adjudicating authority under Insolvency & Bankruptcy Code, 2016.  |  |  |
| 8 | Whether executed a guarantee in favour of creditor in respect of corporate debtor against which an application for insolvency resolution made by such creditor has been admitted and such guarantee has been invoked by creditor and remains unpaid in full or part . |  |  |
| 9 | Details of Holding Company (if any) of Resolution Applicant for which the answer to queries at Sr. No. 1 to 8 is in affirmative. |  |  |
| 10 | Details of Subsidiary Company (if any) of Resolution Applicant for which the answer to queries at Sr. No. 1 to 8 is in affirmative. |  |  |
| 11 | Details of Associate Company (if any) of Resolution Applicant for which the answer to queries at Sr. No. 1 to 8 is in affirmative. |  |  |
| 12 | Details of any other 'related party' of the resolution applicant for which the answer to queries at Sr. No. 1 to 11 is in affirmative. |  |  |

***Note :*** *In terms of the Explanation I to Section 29A of the Code, the expression ‘****connected persons****’ means-*

* 1. *persons who are promoters or in the management or control of the resolution applicant;*
	2. *persons who will be promoters or in management or control of the business of the corporate debtor during the implementation of the resolution plan;*
	3. *holding company, subsidiary company, associate company and related party of the persons referred to in items (a) and(b).*

**ANNEXURE VIII**

**FORMAT OF UNDERTAKING FOR SITE VISIT ON LETTER HEAD**

*(In case site visit is required before submission of resolution plan)*

To

Ayyagari Viswanadha Sarma

Resolution Professional of Unibera Developers Private Limited

IBBI/IPA-001/IP-P-01524/2018-2019/12396

Deloitte India Insolvency Professionals LLP,

7th Floor, Building 10, Tower B,

DLF Cyber City, Phase II, Gurgaon, Haryana -122002

Sub: Visit of the Project Site of Unibera Developers Private Limited situated at Plot No. GH-16F, Sector-01, Greater Noida.

Dear Sir,

I/ we , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a director/designated partner /partner /lead member /Individual /authorized signatory/authorized representative of M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Prospective Resolution Applicant “PRA”) in the matter of Unibera Developers Private Limited, duly authorized on behalf of the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) hereby sign this undertaking on \_\_\_\_\_day of\_\_\_\_\_ , 2023 and do hereby agree and undertake as under:

WHEREAS M/s Unibera Developers Private Limited (CIN No. U70102DL2012PTC229805), a company registered under Companies, Act, 1956 (Corporate Debtor) is under Corporate Insolvency Resolution Process under the provisions of Insolvency and Bankruptcy Code, 2016 (“IBC 2016”) vide Hon’ble NCLT, Bench - II, New Delhi vide Order dated 13.01.2023 (CP(IB) No. 505/ND/2022).

WHEREAS the Resolution Professional (RP) upon the request of the prospective Resolution applicant ( PRA) pursuant to submission of his / their Expression of Interest for submitting Resolution Plan, has agreed to allow the PRA (which expression shall, unless repugnant to the context, include its successors in business, administrators in business, administrators, Insolvency professional, liquidator and assigns or legal representative) along with any expert appointed by the PRA, if any, to visit to project site of the Corporate Debtor situated at Plot No. Plot No. GH-16F, Sector-01, Greater Noida.

In connection with the above, I / We, undertake that

1. Only the following directors/designated partners /partners /Members of Consortium /Individual /authorized signatory/ authorized representative of the Resolution Applicant shall visit project site:

a. Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. A duly certified copy of the Board Resolution / Management Committee Resolution and/or duly executed letter of authorization authorizing the persons listed above along with their KYC documents and date of site visit, shall be provided to RP at least 3 (three) business days in advance.

3. We shall make our own arrangements including accommodation, travel, food etc. for such visit. All costs and expenses incurred in relation to such visit will be borne by us and we hereby agree that no such cost shall be reimbursed to us.

4. We shall carry out our own complete due diligence in respect of the Corporate Debtor and shall be deemed to have full knowledge of the condition of the project site, relevant documents, information, etc. whether or not, we actually inspect the units or verify the documentation, if any, provided by the Corporate Debtor / the Resolution Professional or his authorized representative.

5. We shall abide by all the instructions, rules, policies and terms and conditions as prescribed by the Corporate Debtor and mentioned at the Plant.

6. We including our authorized representatives shall not damage or cause to be damaged, any Property, plant & equipment or even litter at the premises of the Property.

7. We shall not carry along with me / us any substance which in its nature is likely to cause potential hazards in the premises of the Plant.

8. We shall not cause any loss or damage to the property in any manner or affect the public tranquillity.

9. We /or our authorized representative(s) shall not visit the project site without seeking prior permission from the Resolution Professional.

10. We further agree and undertake that: -

1. The Resolution Professional, Corporate Debtor, members of Committee of Creditors and/or any of its representatives shall not be responsible for any loss, injury or damage to any person, property, or otherwise in connection with this visit of mine /and my team, resulting directly or indirectly from any act of God, fire, accident, breakdown in machinery or equipment, breakdown of transport, wars, civil disturbances, strikes, riots, thefts, pilferages, epidemics, or any other causes.
2. We will not divulge any part of the information in relation to the project site or the visit thereof, through oral or written communication or through any mode to anyone other than as may be required under applicable law or pursuant to any order or decision of a governmental authority.
3. Any information or documents generated or derived by the recipients of the information in relation to the visit of the manufacturing facilities shall be kept safe and secured at all times and shall be protected from any theft or leakage.
4. We shall maintain confidentiality of the information derived during the visit of the project site and shall not use such information to cause an undue gain or undue loss to our self or any other person and comply with provisions of law for the time being in force relating to confidentiality and insider trading.
5. We shall protect any intellectual property of the Corporate Debtor which we may have access to and shall take all necessary steps to safeguard its privacy and confidentiality.

11. We agree that no representation or warranty has been provided by the Resolution Professional in relation to the authenticity or adequacy of the information provided during the visit of the project site, nor we would have any claim against the Resolution Professional or the Corporate Debtor, nor he / it shall have any responsibility or liability whatsoever, whether in the contract, tort or otherwise, for any direct, indirect or consequential loss and / or damage, on account of, loss of production or loss of profits or interest costs or due to use of any information provided during the visit of the project site.

12. We shall be responsible for any breach of obligations under this undertaking and shall indemnify M/s Unibera Developers Private Limited and/or Mr. Ayyagari Viswanadha Sarma the Resolution Professional, for any loss or damage(s) caused to it / him by virtue of any default from our side in compliance to the aforesaid conditions.

This undertaking is binding upon me/us, my/our heirs, executors / administrators / successor, or successors as assigns.

Signed by / for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Designation)

Dated:

1. To be retained only for body corporates [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. To be inserted in case Applicant is a ‘Financial Entity’ as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of ‘Financial Entity’ under Section 29A of the Code, evidencing that the Applicant is a ‘Financial Entity’. [↑](#footnote-ref-4)
4. To be inserted in case Applicant is a ‘Financial Entity’ as defined under Section 29A of the Code. In that case, the Applicant is required to provide relevant records and registrations as per the requirements of definition of ‘Financial Entity’ under Section 29A of the Code, evidencing that the Applicant is a ‘Financial Entity’. [↑](#footnote-ref-5)