



Dear Debenture Holder,

Date:15.06.2021

The Corporate Insolvency Resolution Process (**CIRP**) of D S Kulkarni Developers Ltd. (**DSKDL**) has reached its most crucial stage. You are required to study, analyse and examine the Resolution Plans that have been uploaded in Virtual Data Room (**VDR**) facility with a view to cast your E-Vote on each of the Resolution Plans.

An email containing credentials to access the VDR is sent to your registered email ID on 14.06.2021 by Link Star Infosys Pvt Ltd., who have been engaged to provide this arrangement.

In terms of the provisions of the Insolvency and Bankruptcy Code, 2016 it is required that information of the Resolution Plans be held in confidence. As such, it is imperative that access to the Resolution Plans is restricted to those Debenture Holders who agree to accept / undertake to do so.

**Please note that access to VDR is granted only after you agree and accept the following terms and Condition. Once the terms and conditions are accepted it is the legal responsibility of the Debenture Holder to uphold the same. In case there is any violation thereof the Debenture Holder concerned would be liable for all legal consequences. Access to the VDR is not permitted to those Debenture Holders who do not accept the terms and conditions.**

**By clicking to accept**, I, a user accessing the data room, hereby understand, declare, undertake and confirm (as the case maybe) that,

1. I/We, am/are accessing this data room in my capacity as a
  - a) Debenture Holder holding debentures issued by D. S. Kulkarni Developers Ltd. (DSKDL or Company) being represented by Catalyst Trusteeship Ltd ( Authorised Representative). I/We, am/are aware that the corporate insolvency resolution process (“**CIRP**”) for D.S. Kulkarni Developers Limited (“**DSKDL**”), has been initiated under Section 7 of the Insolvency and Bankruptcy Code, 2016 (“**Insolvency Code**”) vide an order (“**Admission Order**”) dated September 26, 2019, by the Hon’ble National Company Law Tribunal, Mumbai (“**NCLT**”), and Mr. Manoj Kumar Agarwal has been appointed as the resolution professional (“**RP**”) of DSKDL.
2. Access to this data room has been provided for the purpose of dissemination of information to the relevant stakeholders in connection with the CIRP of DSKDL under the Insolvency Code, and I/We shall use the Confidential Information contained herein only in relation to the resolution process of DSKDL.
3. I/We will not divulge any information made available by the Authorised Representative or the RP or any person acting on his behalf, including but not limited to any information contained in the Information Memorandum or the resolution plans together with any additional or supplementary information or clarifications, documents, data, valuation reports, etc. of the Company and / or Resolution Applicant(s) including all information/data disclosed/discussed during the meetings of the committee of creditors (“**COC**”) and the meetings of lenders and those provided by way of emails or on telephone by the Resolution Professional and / or Resolution Applicant(s) or any of its partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, including legal advisors submitted for DSKDL as and when received, through oral or written communication or through any other mode to anyone and all such information shall constitute “**Confidential Information**”.



4. The Confidential Information shall contain various confidential information relating to the Company including without limitation details of the assets and liabilities of the Company, annual financial statements, audited financial statements, list of creditors, particulars of debt due to or from the Company, details of guarantees, names and addresses of the members of the Company holding more than 1% (one percent) stake in the Company, details of material litigation, number of workmen / employees of the Company and the liabilities of the Company towards them and such other relevant information which the Resolution Professional deems relevant to the members of the COC and us from time to time.
5. The Confidential Information shall also comprise of any Resolution Plans as may be submitted by any Resolution Applicant and we understand the same shall contain without limitation, the details of proposed payments to be made to the various creditors of the Company, the treatment of various stakeholders to the CIRP of the Company and such other relevant information which the Resolution Applicant(s) may deem relevant, so as to be included in the Resolution Plan.
6. Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also constitute Confidential Information.
7. I/We shall keep the Confidential Information provided to me/us confidential and shall use it solely as allowed under the Code.
8. I/ We accept and acknowledge that the Confidential Information has been developed or obtained by the Company and / or Resolution Applicants through investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Company and / or Resolution Applicants, which provides the Company and / or Resolution Applicants with a significant competitive advantage and needs to be protected from improper disclosures. I/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 aforementioned purposes. Thus, I/We and / or my/our Representatives agree and undertake to not use the Confidential Information to cause any undue gain or undue loss to myself or any other person including without limitation the Company, the Resolution Applicants, the Resolution Professional or any of its creditors and / or stakeholders.
9. I/ We shall comply with all provisions of law applicable to me for the time being in force relating to confidentiality and insider trading in relation to such Confidential Information.
10. I/ We shall protect any intellectual property and confidential information of the Company and Resolution Applicants and their subsidiary / group companies which we may have access to and as shared as part of the Confidential Information.
11. I/ We, hereby 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 any of the Confidential Information separate from its own confidential information.
12. The Confidential Information, as updated from time to time may only be disclosed to, given to and shared by me/us with my/our directors, officers, employees, agents and /or

consultants and third parties (including any financial, technical or other professional advisors) (collectively, “**Representatives**”), in accordance with applicable laws including in relation to confidentiality and insider trading 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 CIRP of DSKDL, provided that I / We bind such Representatives by way of an undertaking/agreement, the terms of which shall be at least as restrictive as those stated in this confidentiality undertaking. I/ 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 the Resolution Professional.

13. I/ We shall be responsible for any breach of obligations under this undertaking (including any breach of confidentiality obligations by the Representatives and shall indemnify and hold harmless the Authorised Representative and the RP or any person acting on their behalf for any loss, damages and costs incurred by them due to such breach of obligations.
14. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information: information which, at the time of disclosure to me/us or to my/our Representatives was already in the public domain; information which, after disclosure to me/us or to my/our Representatives becomes publicly available without any breach of this confidentiality undertaking; information which was in my possession prior to its disclosure, as evidenced by my records; information that is lawfully received by me/us or by my/our Representative from a third party which is not in breach of my/our confidentiality obligations hereunder; and information that is required to be disclosed by me (and to the extent required to be disclosed) pursuant to any applicable law for the time being in force or by any applicable regulatory authority or regulation or professional standard or judicial process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process).
15. I/ We, hereby agree to, and will direct my representatives to not share the Confidential Information with any third party / person or entity except when prior consent by the Resolution Professional is provided for disclosure in writing.
16. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
17. I/We have the requisite power and authority to agree with the terms contained herein deliver and perform its obligations under this confidentiality undertaking.
18. I/ We understand and undertake, in the event of approval of any of the Resolution Plans as submitted by any of the Resolution Applicant(s) as per Section 31 of the Insolvency Code, I and / or my Representatives shall immediately return or destroy the Confidential Information including the Resolution Plans and other information provided by the Resolution Professional, the Resolution Applicants(s) and / or any of their partners, directors, officers, affiliates, employees, advisors, representatives and / or agents, without retaining a copy thereof, in electronic or any other form.
19. In the event of breach or threatened breach of the terms of this confidentiality undertaking, the Resolution Professional or the Company or the COC or the Resolution Applicants(s) shall be entitled to pursue all available remedies including any legal recourses (both, by way of damages or specific relief) to safeguard its / their interest under this undertaking of



confidentiality. I/We am/are accepting this undertaking of confidentiality to maintain confidentiality in respect of the Confidential Information contained in accordance with the requirements of the Insolvency Code and the CIRP Regulations.

20. 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 at Mumbai shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.

21. The confidentiality undertaking shall be in conjunction to any other undertakings provided by me/us to the Authorised Representative.

**A brief about the present status is given below:**

1. The Resolution Plans have been received, evaluated by professionals appointed for the same and are being negotiated by the Committee of Creditors in the best interest of value maximization.
2. All the Resolution Plans received have been made available to you in the VDR. Further, if any related additional documents are uploaded by the Resolution Professional same will be made available from time to time through the VDR.

**ACTION TO BE TAKEN BY YOU:**

1. Be alert to the notifications/ emails received from Link Star Infosys Pvt Ltd., Resolution Professional or Debenture Trustee.
2. You should access the Resolution Plans / information / data being made available on the VDR promptly.
3. To enable e-voting please ensure that you have your correct e-mail address updated in the BENPOS (List of Debenture Holders). If same is not updated, kindly update the same with your RTA / DP on priority basis, so that proper email ID appear in BENPOS.
4. You are required to cast your e-vote within the stipulated time frame which will be informed to you from time to time.
5. You should examine each of the Resolution Plans and cast your e-vote on each of the Resolution Plans. **To elaborate, you are expected to convey your assent or dissent on each Resolution Plan, NOT only on one Resolution Plan (as and when required).** . .

We once again urge upon you to ensure that you cast your e-votes and do take a considered decision on each of the Resolution Plans (**as and when required**). The Resolution Plan that gets the maximum assent in terms of value, the minimum being 66%; will be considered to be the Successful Resolution Applicant.

Regards,

Team Catalyst